

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

Regular Board Meeting  
Wednesday, September 27, 2017  
**6:15 p.m. Closed Session**  
**7:00 p.m. Open Session**

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

# AGENDA

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

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

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

- A. 6:15 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. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF GOVERNMENT CODE 54956.9
    - 2 Cases
- C. Adjourn Closed Session, Call Meeting to Order, Flag Salute, Announce Action Taken in Closed Session**
- D. Public Comments** for topics not on the agenda  
*Public comment should be limited to three minutes or less pending Board President approval. Community members who cannot wait for the related agenda item may also request to speak at this time by indicating this on the speaker’s request form.*
- E. Recognition**
  - 1. Lake Canyon Elementary School Bronze National Healthy Schools Award
- F. Communications**
  - 1. Sacramento County Office of Education: 2017-2018 LCAP and Adopted Budget Report

**G. Reports**

**LCAP GOAL 1**

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

**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. California Classroom Science Publication

**LCAP GOAL 3**

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

- 1. Smarter Balanced Assessment Consortium (SBAC) Results Update and Key Refinement Areas
- 2. 2017 RTT-D Personalized Learning Summit

**LCAP GOAL 4**

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

**H. Additional Reports**

- 1. 2017-18 School Fundraisers

**I. Board Discussion**

- 1. California School Boards Association (CSBA) Annual Education Conference
- 2. National School Boards Association (NSBA) Annual Education Conference

**J. Recommended Actions**

**1. Routine Matters/New Business**

171.824 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: July 26, 2017 Regular Board Meeting

c. Payment of Warrants:

Vendor Warrant Numbers: 18360622 – 18360594; 18361553 - 18361606; 18362736 – 18362825; 363758 – 363796; 364871 - 364952

Certificated/Classified Payrolls Dated: 8/31/17, 9/8/17, 9/15/17

d. Personnel

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

e. Donations

171.825	Consent Calendar (Continued) – Items Removed for Later Consideration	CC Items Removed
171.826	Public Hearing Regarding the Sufficiency of Instructional Materials and Determination through a Resolution Whether Each Student has Sufficient Textbooks and Instructional Materials Pursuant to Education Code 60119	PUBLIC HEARING
171.827	Board Consideration of Approval of Resolution #6; GJUESD Resolution to Approve Sufficiency of Instructional Materials	MOTION
171.828	Board Consideration of Approval of Resolution #5: 2016-17 GANN Limit	MOTION
171.829	Board Consideration of Approval of Consolidated Application 2017-18 Application for Funding	MOTION
171.830	Board Consideration of Approval of Revised Declaration Of Need For Fully Qualified Educators	MOTION
171.831	Board Consideration of Approval of Third Amendment To Shopping Center Lease Agreement Between GJUESD and AutoZone West LLC, a Nevada Limited Liability Company	MOTION
171.832	Board Consideration of Approval of Architectural Services Agreement Between the GJUESD and PBK Architects	MOTION
171.833	Board Consideration of Approval of Architectural Services Agreement Between the GJUESD and Derivi Castellanos Architects (DCA)	MOTION

**K. Pending Agenda Items**

1. School Furniture Analysis and Pilot Programs

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

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

**M. Adjournment**

*The next regular meeting of the GJUESD Board of Education: October 25, 2017*

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

<b>Meeting Date:</b> 9/27/17	<b>Agenda Item:</b> Closed Session
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> <b>Information Item:</b> XX
<ol style="list-style-type: none"> <li>1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6        Agency Negotiator: Karen Schauer, Tom Barentson, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano       <ul style="list-style-type: none"> <li>▪ Employee Agency: (GEFA) Galt Elementary Faculty Association</li> <li>▪ Employee Agency: (CSEA) California School Employee Association</li> <li>▪ Non-Represented Employees</li> </ul> </li>   <li>2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF GOVERNMENT CODE 54956.9       <ul style="list-style-type: none"> <li>▪ 2 Cases</li> </ul> </li> </ol>	





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### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 9/27/17	<b>Agenda Item:</b> Recognition
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> <b>Information Item:</b> XX
<p>1. Lake Canyon Elementary School Bronze National Healthy Schools Award</p>	



# HEALTHY SCHOOLS PROGRAM

The Alliance for a Healthier Generation

*founded by*

The American Heart Association and the Clinton Foundation

*is proud to recognize*

## Lake Canyon Elementary School

**for creating a healthy school environment.**

**BRONZE**

2016-2017 2017-2018



*Howell Wechsler*

Howell Wechsler, Chief Executive Officer  
Alliance for a Healthier Generation



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September 1, 2017

Lake Canyon Elementary School  
800 Lake Canyon Ave  
Galt, CA 95632-8166

To the Lake Canyon Elementary School Community,

On behalf of the American Heart Association, I want to congratulate your school for being named to the 2017 list of America's Healthiest Schools by the Alliance for a Healthier Generation.

The dedication and perseverance required to create healthier campuses is not something to be overlooked or undervalued. Thanks to leaders like you, more kids in more communities across the country are forming healthy habits that will last throughout their lifetimes. I am delighted to share in the celebration of your tremendous success with the Healthy Schools Program.

At the American Heart Association, we pride ourselves on promoting heart health at every age – including in the youngest populations – because we know that prevention is key. When children have the opportunity to be active and eat healthy meals throughout their earliest years, they are more likely to carry those habits into adulthood and, in turn, avoid debilitating chronic diseases.

We teamed up with President Bill Clinton more than a decade ago to create the Alliance for a Healthier Generation and transform environments so that all children can thrive. We could not have imagined how far and wide our efforts would grow, thanks in large part to your unwavering commitment to children's health.

We know that change isn't always easy; it takes time and energy to make sustainable, meaningful health improvements. For this reason, we are even more proud, humbled and appreciative of your leadership in creating healthier futures for all your students. Thank you for your efforts and congratulations again on this momentous achievement.

Sincerely,

John J. Warner, M.D.  
President, American Heart Association

*"Building healthier lives,  
free of cardiovascular  
diseases and stroke."*

life is why® es por la vida® 全為生命®







September 1, 2017

Lake Canyon Elementary School  
800 Lake Canyon Ave  
Galt, CA 95632-8166

To the Lake Canyon Elementary School Community:

Congratulations on being named to the 2017 list of America's Healthiest Schools by the Alliance for a Healthier Generation. Your hard work is not only setting your students and staff on the path to lifelong health, but inspiring other schools to do the same. You should be incredibly proud of your accomplishments.

When the Clinton Foundation partnered with the American Heart Association in 2005 to launch the Alliance for a Healthier Generation, we wanted to generate a cultural shift that prioritized health from an early age to turn the tide on childhood obesity. Since children spend more time in the classroom than anywhere else but home, starting this effort in schools made perfect sense.

In 2006, the Healthy Schools Program launched in 231 schools in 13 states. Since then, it's grown to become one of the nation's largest school-based childhood obesity prevention efforts. Today, thanks to your efforts, it has helped build better school environments for more than 20 million children in over 35,000 schools.

As you know, schools offer a unique opportunity to make a difference in the lives of children, teaching not only traditional subjects like reading and writing, but also instilling the healthy habits kids need to lead healthy, productive lives. I'm honored to join in recognizing your commitment to this cause.

As one of the nation's healthiest schools, you understand that when students stay active and eat nutritious meals, their test scores, attendance, and behavior improve dramatically. Your dedication to helping students and teachers live their healthiest lives is profoundly important.

Every child deserves the opportunity to grow up healthy. I am grateful for your outstanding efforts and wish you continued success for many years to come.

Sincerely,

A handwritten signature in cursive script that reads "Bill Clinton".

President William Jefferson Clinton  
42<sup>nd</sup> President of the United States  
Founder, Clinton Foundation



September 1, 2017

Lake Canyon Elementary School  
800 Lake Canyon Ave  
Galt, CA 95632-8166

Dear Lake Canyon Elementary School,

On behalf of the Alliance for a Healthier Generation, I'm thrilled to congratulate you on being named to the 2017 list of America's Healthiest Schools! Receiving this recognition is a testament to your hard work and leadership in promoting the health of students. You are giving your students the chance to build healthier, brighter futures, and I hope that you are incredibly proud of all you have achieved.

Healthier Generation believes all young people deserve an equal chance to grow up healthy. For over a decade, we've transformed environments that affect over 25 million kids, helping to ensure that *where* they grow up does not define *how* they grow up. We could not have done it without you!

As you know, this work can be challenging. But remember, you are not alone! One of my favorite tips to share with school health leaders is to *steal* – steal the creative ways schools across the country are creating healthier environments for kids and bring those innovations to your community. We're all in this movement together and the more we lift each other up, the more our message spreads.

We hope you will use the #HealthiestSchools promotional resources to *share* your successes, too. Parents, administrators, elected officials, community members – they all need to hear from you about how you are creating a healthier learning environment for all children to thrive. Share what you're doing to keep students eating healthy and moving more by posting on social media using #HealthiestSchools, attending a school board meeting, hosting a healthy back-to-school night or writing to your elected officials. Be loud and be proud!

Together, we've made great progress in revolutionizing the culture of schools across the country – but we can't slow down. I hope you'll take time to celebrate your achievements, but now I challenge you to push even further. Encourage more staff members to be role models for healthy living. Engage more parents in your wellness councils and healthy celebrations. Invent new ways to keep your students active throughout the day.

We are incredibly grateful to have schools like yours keeping our momentum going strong. With your support, we're continuing to show that supporting kids' health is essential and worth the fight. Your leadership in this effort is tremendously appreciated.

From all of us at the Alliance for a Healthier Generation, congratulations again on making the 2017 list of America's Healthiest Schools!

Sincerely,

A handwritten signature in black ink that reads "Howell Wechsler".

Howell Wechsler, EdD, MPH  
Chief Executive Officer  
Alliance for a Healthier Generation



## Galt Joint Union Elementary School District

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

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 9/27/17	<b>Agenda Item:</b> Communications
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> <b>Information Item:</b> XX
<ol style="list-style-type: none"><li>1. Sacramento County Office of Education: 2017-2018 LCAP and Adopted Budget Report</li></ol>	

David W. Gordon  
Superintendent

September 15, 2017

BOARD OF EDUCATION

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

**SUBJECT: 2017-2018 LCAP and Adopted Budget Report**

Dear Superintendent Schauer:

In accordance with Education Code sections 52070 and 42127, the Sacramento County Office of Education has reviewed the Local Control Accountability Plan (LCAP) and adopted budget of the Galt Joint Union School District for fiscal year 2017-2018.

Education Code requires the County Superintendent to approve the LCAP for each school district after determining the following:

- The LCAP adheres to the template adopted by the State Board of Education.
- The budget includes expenditures sufficient to implement the specific actions and strategies included in the LCAP.
- The LCAP adheres to the expenditure requirements for funds apportioned on the basis of the number and concentration of unduplicated students pursuant to Education Code sections 42238.02 and 42238.03.

Based on our review, your LCAP is **approved** with the following comment:

- We commend you and the Galt Joint Union School District staff for their efforts to continuously improve the achievement of all students. As a reminder, the fall 2017 release of the California School Dashboard will support your evaluation of the effectiveness of the LCAP actions and will help to inform your stakeholders of the progress the district is making toward meeting its goals.



Education Code requires the County Superintendent to approve, conditionally approve, or disapprove the adopted final budget for each school district after doing the following:

- Examine the adopted budget to determine whether it complies with the standards and criteria established pursuant to Education Code section 33127 and identify any technical corrections needed to bring the budget into compliance with those standards and criteria.
- Determine whether the adopted budget will allow the district to meet its financial obligations during the current fiscal year and is consistent with a financial plan that will enable the district to satisfy its multi-year financial commitments.
- Determine whether the adopted budget includes the expenditures necessary to implement the LCAP.

Based upon our review of the adopted budget, the budget is **approved** as submitted with the following comments:

- 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.
- 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.
- The district is projecting a decrease of \$2,182,094 in the unrestricted General Fund balance for 2017-2018, and a decrease of \$78,878 in 2018-2019.
- We note the district is projecting budget reductions of \$800,000 in 2018-2019. Please submit with the 2017-2018 First Period Interim Report the budget reduction plan for 2018-2019.
- It is noted that certificated, classified, and management salary negotiations have not been settled for 2017-2018.

We continue our request that the district provide the following:

- 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**



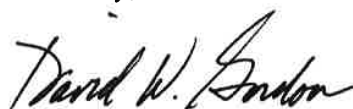
**bargaining agreements.** This form must also be available to the public at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreements. Also, as provided by the State Criteria and Standards, when labor contract negotiations are settled after the adoption of the district's budget, the district must analyze the budget to 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 current and projected enrollment trends and inform us of budget adjustments should enrollment trends fluctuate.
- During the implementation period of LCFF, the district should be prepared to share information with its stakeholders about the new funding formula and its impact on the district's budget, the budget development process, and the expectations for the LCAP.

If you have any questions about the LCAP, please contact Dr. Al Rogers, Deputy Superintendent, at (916) 228-2226. If you have any questions about the adopted budget, please contact Tamara Sanchez, Assistant Superintendent of Business Services, at (916) 228-2551.

We appreciate the time and effort that you have put into the development of your LCAP and budget. This has been an enormous effort and we look forward to working with you this year as you implement your LCAP and budget.

Sincerely,



David W. Gordon  
Sacramento County Superintendent of Schools

DWG/TS/dw

cc: Kevin Papineau, Board President, GJUSD  
Tom Barentson, Business Services Director, GJUSD  
Tamara Sanchez, Assistant Superintendent, SCOE  
Debra Wilkins, District Fiscal Services Director, SCOE  
Goodell, Porter, Sanchez & Bright, LLP, Auditor



## Galt Joint Union Elementary School District

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### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 9/27/17	<b>Agenda Item:</b> Reports
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> <b>Information Item:</b> XX
<p><b><u>LCAP GOAL 1</u></b>  <i>Develop and implement a personalized learning and strengths-based growth plan for every learner that articulates and transitions to high school learning pathways while closing the achievement gap.</i></p> <p><b><u>LCAP GOAL 2</u></b>  <i>Implement California State Standards in classrooms and other learning spaces through a variety of blended learning environments while closing the achievement gap.</i></p> <ol style="list-style-type: none"> <li>1. California Classroom Science Publication</li> </ol> <p><b><u>LCAP GOAL 3</u></b>  <i>Processes and measures for continuous improvement and accountability are applied throughout the district, including personalized evaluation processes for educators.</i></p> <ol style="list-style-type: none"> <li>1. Smarter Balanced Assessment Consortium (SBAC) Results and Key Refinement Areas</li> <li>2. 2017 RTT-D Personalized Learning Summit</li> </ol> <p><b><u>LCAP GOAL 4</u></b>  <i>School facilities are safe, healthy, hazard free, clean and equipped for 21<sup>st</sup> century learning.</i></p>	



LCAP GOAL 2

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

1. **California Classroom Science Publication**

Presenter: Ron Rammer, Principal | Judith Hayes, Principal | Barbara Woods, Project Director for the CA NGSS K-8 Early Implementation Initiative for GJUESD

GJUESD serves as a California Early Implementation Initiative District. Ron Rammer, Judith Hayes and Barbara Woods co-authored an article reflecting upon science implementation efforts.

# California CLASSROOM SCIENCE

A publication of the California Science Teachers Association



## Supporting and Enhancing NGSS Implementation: A Tale of Two Principals' Efforts

Posted: Thursday, August 24th, 2017

*by Ron Rammer, Judi Hayes, and Barbara Woods*

Two principals. Two schools. One district. One challenge: What does a principal do to support teachers as they implement student-centered, phenomena-focused, inquiry-based science instruction based on the [Next Generation Science Standards \(NGSS\)](#) for every student? This is the tale of a middle school and an elementary principal and their journey of lending the needed support to enhance NGSS implementation at their sites.

Ron Rammer is principal at [McCaffrey Middle School](#) in the northern California small city of Galt, California. Judi Hayes is principal at [Lake Canyon Elementary School](#), a TK-sixth grade campus also in Galt. As the administrators on the Core Lead Team of the [CA NGSS K-8 Early Implementation Initiative](#) for [Galt Joint Union Elementary School District](#), they serve on the front lines as they figure out the administrator role in guiding NGSS implementation. We'll first hear from Ron, and then from Judi, as they share their stories, experience, and advice to others.

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### **A New Way of Thinking and Doing at McCaffrey Middle School Through the Eyes of Ron Rammer, Principal**

**Expect a classroom that looks, sounds, and feels different:** “At McCaffrey, a crucial component of NGSS implementation is the prevalence of classroom discourse. Phenomena-based instruction revolves around learning sequences that challenge students to rely on what they and their group members already know as they develop their science knowledge through science and engineering practices. The teacher’s role has changed dramatically. Teachers have moved from a provider of knowledge to a facilitator who masterfully asks the “probing questions” that guide student inquiry without telling. As a principal, I can acknowledge those probing questions that the teacher uses that successfully move students forward as they wrestle with learning concepts, as well as recognize that this is a hard skill to develop and that it will take time for teachers to figure out how to ask the key questions at the right times that will facilitate student learning. It is important for me to give teachers the freedom to take risks and know that I am okay with the “messiness” of the process.”

**Expect to hear some wrong answers as students construct their own knowledge:** As teachers turn over the reins of learning to become centered on the students being the drivers in seeking to understand concepts, students often begin with preconceptions that lead toward incorrect answers as they analyze data and construct their own understanding, especially towards the beginning of the learning sequence. As a principal, I

am learning to resist the urge to “correct” students and to trust the teacher to design further investigations that will help students revise their own thinking as they work on “making sense” of phenomena and data. As students’ progress through a flexible teacher-designed learning sequence that makes room for student-centered learning, student conceptual understanding will advance to a point where they can demonstrate an increased sophistication in their articulation of the core ideas of science through using science practices. Students will begin expressing their learning using the connected thinking of big ideas through the crosscutting concepts, speaking in terms of cause and effect or stability and change as ways to connect the core science ideas, rather than each piece of learning sitting in its own discrete mental box. As an administrator, I can engage teachers in conversations in which they share how this process is evolving in their classrooms.

**Expect learning that lasts and lives beyond the classroom:** As students become the “sense-makers” in the classroom, their interest and motivation for seeking new understandings become visible both inside and outside of the classroom. This “sense-making” shift allows for students to build a better understanding of how the natural world works. Students will talk of science at lunch while moving from class to class, and as they leave the campus at the end of the day. Students will ask questions of each other and of the adults on and off campus. They will use their electronic devices to seek out answers and explanations. And they will take this type of learning expectation into their other classrooms, so it’s helpful to prepare the teachers of other subject matters to expect this and use it throughout the school experience. This type of learning remains with students, and they will remember ideas and concepts far beyond the assessment.

**Expect evidence of academic “bravery” on the part of students:** Educators always want evidence that changes in the classroom are having a positive impact on student achievement. At McCaffrey Middle School, noticeable evidence includes academic “bravery” on the part of the students. Students are willing to take the intellectual risk, knowing that failure is part of the journey that each of them, along with their classmates, must endure in order to move to the next level of understanding of the phenomena being studied. This is crucial because this understanding of the phenomena opens the door to a greater understanding of the natural world. But to an even larger extent, this “bravery” is essential for moving forward in life and taking chances at future opportunities for growth.

**Expect a new level of skill sets for the 21<sup>st</sup> century:** Learning through the lens of the Next Generation Science Standards has been instrumental in guiding the change necessary to position students to study in an environment of collaboration, team work, leadership, and responsibility. The development of this skill set is necessary for success in the 21st-century workplace. This is an invaluable asset that cannot be overlooked. McCaffrey Middle School has and will continue to take the risks necessary to further this important transformational work in how teachers design learning experiences that maximize student-centered learning.

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**Making Environmental Learning and NGSS Come Alive on Campus: Judi Hayes, Principal**  
**Create environmental learning and civic learning experiences tied to the NGSS:** As principal of Lake Canyon Elementary School, a recent [California Department of Education Green Ribbon Schools Award](#) recipient, an important priority of mine is to help teachers create environmental and civic learning experiences for all of our students across transitional kindergarten through sixth grades as an integral part of our early implementation of the NGSS. Often this means tapping into community partnerships in order to provide the needed resources to make this happen. As principal, I see my role as building the “bridge” that connects teachers with available resources as teachers let me know what their ideas are, and I make phone calls to connect their ideas to local and regional organizations that can work alongside the teacher to bring these ideas to fruition.

**Connect the learning of NGSS concepts to real-life experiences:** At Lake Canyon, kinder students and teachers, with the help of business partners, created a mini working farm on campus. This farm is the setting in which students learn and apply NGSS standards such as [K-PS3-1](#). Make observations to determine the effect of sunlight on Earth’s surface. Students create graphs of observed temperatures on the different farm surfaces in the sun and in the shade. They take notes on the rate of water evaporation. As they learn how hot some surfaces get in the sun, the students realize that their farm animals need protection from the heat in order to stay alive. This need drives their experimentation with [K-PS3-2](#). Use tools and materials to design and build a structure that will reduce the warming effect of sunlight on an area. Students try out different materials to create different prototype structures that create shade for their animals and use what they learn to discuss how to improve their farm area. Kinder students measure the dimensions of their vegetable garden beds and estimate the number of plants the beds will accommodate as part of their experience with [LS1.C](#), which includes learning that plants need water and light to live and grow.

**Provide needed resources for student research:** Some of the Performance Expectations in the NGSS require students to develop the skill of reading texts and using media to obtain, evaluate, and communicate information. As principal, I can ensure funds are channeled to provide the resources that support the specific science standards that hinge on using this skill. For example, in first grade, students study the habits and patterns of behavior of parents and offspring ([LS1.B](#)) including nocturnal animals, by conducting internet and library text research to obtain information which leads towards writing expository essays using word processing tools. This project requires a strong band width of online access, the availability of digital devices, such as Chromebooks, in the hands of students, and a generous selection of library texts on a variety of animals that meet first-grade student reading levels. Another example of the need for digital resources is in third grade, where students develop their understanding of how some animals form groups to help them survive ([LS2.D](#)), by using math and computer assisted design tools to create replicas of honey bee hives.

**Bring local “experts” into the classroom learning experience:** Second-grade students have worked with representatives from their local recycling plant, Cal Waste, to mathematically calculate the percentage of waste which is recycled by their families and school. This experience is being incorporated as part of their investigation into describing and classifying different types of matter (**PS1.A**). As part of their recycling project, they can then discuss the different types of matter they encounter in everyday life and how some properties are suited to different purposes. Through their experience with Cal Waste representatives, they can see that matter that was once used for one purpose can be taken apart and reformed to serve another purpose. The district Service and Environmental Coordinator, John Durand, visits the classrooms of fourth and fifth-grade students to partner in their learning while tracking and measuring the growth of steelhead trout and salmon which they raise in their classrooms. In order to move this experience toward supporting grade specific NGSS, Durand is helping to guide learning experiences in the coming year in which fourth grade students focus on the structure and function and information processing that is needed for survival of the fish (**LS1.A and LS1.D**) while fifth grade will focus on the flow of energy and matter in the life cycle of the salmon and trout (**PS3.D, LS1.C, LS2.A, and LS2.B**). Sixth-grade students work with a local architect to design tiny house plans which are energy efficient and use solar energy as part of their sustainable design (**MS-PS3-3**).

**Integrate resources in learning experiences that connect science to other disciplines within and outside of school:** Lake Canyon has developed a digital media lab which is actively used by students to create and edit their own videos to show their learning. Students use computer assisted design software to program a 3D printer to print their own tools as a means to show their learning. For example, sixth-grade students are studying local birds and have used a combination of technology devices to create a display for the local community Bird Festival. Teachers include a “Genius Hour” in their weekly schedule, and many students use this time to further extend their science learning. Many of these projects center on environmental education and civic/service learning projects in which students develop ways to make a difference in the natural or human built regional community.

---

### **NGSS Implementation and the Role of the Administrator**

The NGSS Early Implementation Initiative considers the role of the administrator key to successful NGSS implementation of the instructional shifts that will bring learning alive in the classroom. As Rammer has shared with other administrators, “Give the teachers all the room they need to try out new ways of tapping into student driven learning, failing, talking about it with each other, and trying again. Then get out of the way as they make great things happen in their classrooms. Teachers need to genuinely feel that this risk-taking is supported.” In Judy’s words of advice during administrator workshops, “The principal can help establish the bridges that connect teachers to resources throughout the community. Teachers are busy in their classrooms

teaching and designing lessons; as the principal, I can devote time to making the phone calls and weaving through the possibilities for community connections that will partner with the teachers to make their work relevant to students and the community.” As part of this effort, when administrators visit the lesson study process during the upcoming year, they will examine the conceptual flow developed by the teachers and look for partnership opportunities that will support student learning of the science concepts. Both principals share these support mechanisms with the other administrators in the district during formal and informal administrator meetings, engaging administrators in conversations that extend NGSS implementation district-wide. Each has made it possible to enhance their own unique school community focus as their teachers move forward to implement student-centered, phenomena-focused, inquiry-based science instruction based on the Next Generation Science Standards (NGSS) for every student.

*Ron Rammer is the Principal at McCaffrey Middle School and Core Leadership Team member for the CA NGSS K-8 Early Implementation Initiative for Galt Joint Union Elementary School District.*

*Judi Hayes is the Principal at Lake Canyon Elementary School and Core Leadership Team member for the CA NGSS K-8 Early Implementation Initiative for Galt Joint Union Elementary School District.*

*Barbara Woods is the Project Director for the CA NGSS K-8 Early Implementation Initiative for Galt Joint Union Elementary School District and a member of CSTA*





LCAP GOAL 3

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

1. Smarter Balanced Assessment Consortium (SBAC) Results Update and Key Refinement Areas

*Presenter: Claudia Del Toro-Anguiano, Curriculum Director*

As of Friday, September 22<sup>nd</sup> the SBAC results have not been publicly released. Should SBAC results become available, the report will include data analysis information. An update regarding continuous improvement efforts and Key Refinement Areas will be presented.

2. 2017 RTT-D Personalized Learning Summit

*Presenter: Karen Schauer, Superintendent | Claudia Del Toro-Anguiano, Curriculum Director | Lois Yount, Principal Coach | Jennifer Collier, Extended Learning Supervisor*

Presenters will report key learnings and insights from the final Race To The Top summit.

3. Sacramento Educational Cable Consortium (SECC) Filming Personalized Learning Best Practices at TK-8 schools.

- September and October
- California State University Sacramento (CSUS) Leaders participating

Attachments:

- 1) GJUESD Logic Model
- 2) GJUESD Presentation: Journey from Student-Centered to Learner-Centered System
- 3) District Reform Support Network: A Lasting Legacy for What's Next in Personalized Learning
- 4) Lessons from a Personalized Learning Research Community of Practice
- 5) Photo

# 2017-18 LCAP IMPROVEMENT AREAS

## Key Refinement Areas (KRAs)

<b>KRA 1:</b>	<p><b>Increase academic rigor for every learner:</b></p> <p>Set high expectations for each and every learner, which is an essential, research-based best practice. This involves continued efforts to advance the implementation of the Stanford Relationships and Convergences model as it relates to English Language Arts/English Language Development, Mathematics and Next Generation Science Standards (NGSS). Goal Areas: 1, 2, 4</p>
<b>KRA 2:</b>	<p><b>Implement key strategies for English learners more consistently:</b></p> <p>The district will prioritize educators' understanding of academic literacy and English Language Development (ELD) strategies to support learners' use of language to access and ensure success with complex text and learner discourse. Goal Areas: 1, 2, 3</p>
<b>KRA 3:</b>	<p><b>Balance mathematics pacing with learner needs:</b></p> <p>Educators and administrators will work together to find the balance of deep learning and content coverage through pacing considerations, augmented with leadership support and monitoring. Goal Areas: 2, 3</p>
<b>KRA 4:</b>	<p><b>Implement selected ELA/ELD resources:</b></p> <p>During the 2016-17 school year, resources were reviewed and tested in classrooms with Benchmark selected for TK-6 and Amplify Education for grades 7-8. These resources will be implemented district-wide for the 2017-18 school year. Goal Area: 2</p>
<b>KRA 5:</b>	<p><b>Strengthen professional learning cycle:</b></p> <p>In addition to mini-observations with personal growth areas, feedback and reflection, a pilot effort will be expanded to promote greater consistency in research-based instructional practices. A continuous learning and reflective rubric will be applied that incorporates both the California Standards for the Teaching Profession and Educator Competencies for Personalized, Learner-Centered Teaching. Goal Area: 3</p>
<b>KRA 6:</b>	<p><b>Strengthen special education to align with state direction- Multi-Tiered System of Supports (MTSS):</b></p> <p>Create and implement a district plan aligned to the California Task Force on Special Education: One System- Reform Education to Serve All Students. Goal Areas: 1, 3</p>
<b>KRA 7:</b>	<p><b>Implement restorative practices with common components district-wide:</b></p> <p>Create shared responsibility for applying research-based, proactive discipline consistently across schools, involving both certificated and classified staff. Goal Areas: 1, 3</p>

## Additional Key Areas:

1. **Personalized Learning Plans**
  - ▶ Increased auto-population
  - ▶ Greater youth ownership and reflection
  - ▶ Learner profile pamphlet
  - ▶ Growth and Achievement Status page
2. **MAP Assessment: Grades 3-8**
  - ▶ Not given 3<sup>rd</sup> trimester
  - ▶ Fall to February growth
  - ▶ Fall to Fall growth



Galt Joint Union Elementary School District

# GROWING AND LEARNING TOGETHER

2017-2018

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

GOAL 1

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

GOAL 3

Inspire learners- one plan at a time!

GOAL 2

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

GOAL 4

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

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



# Growing And Learning Together

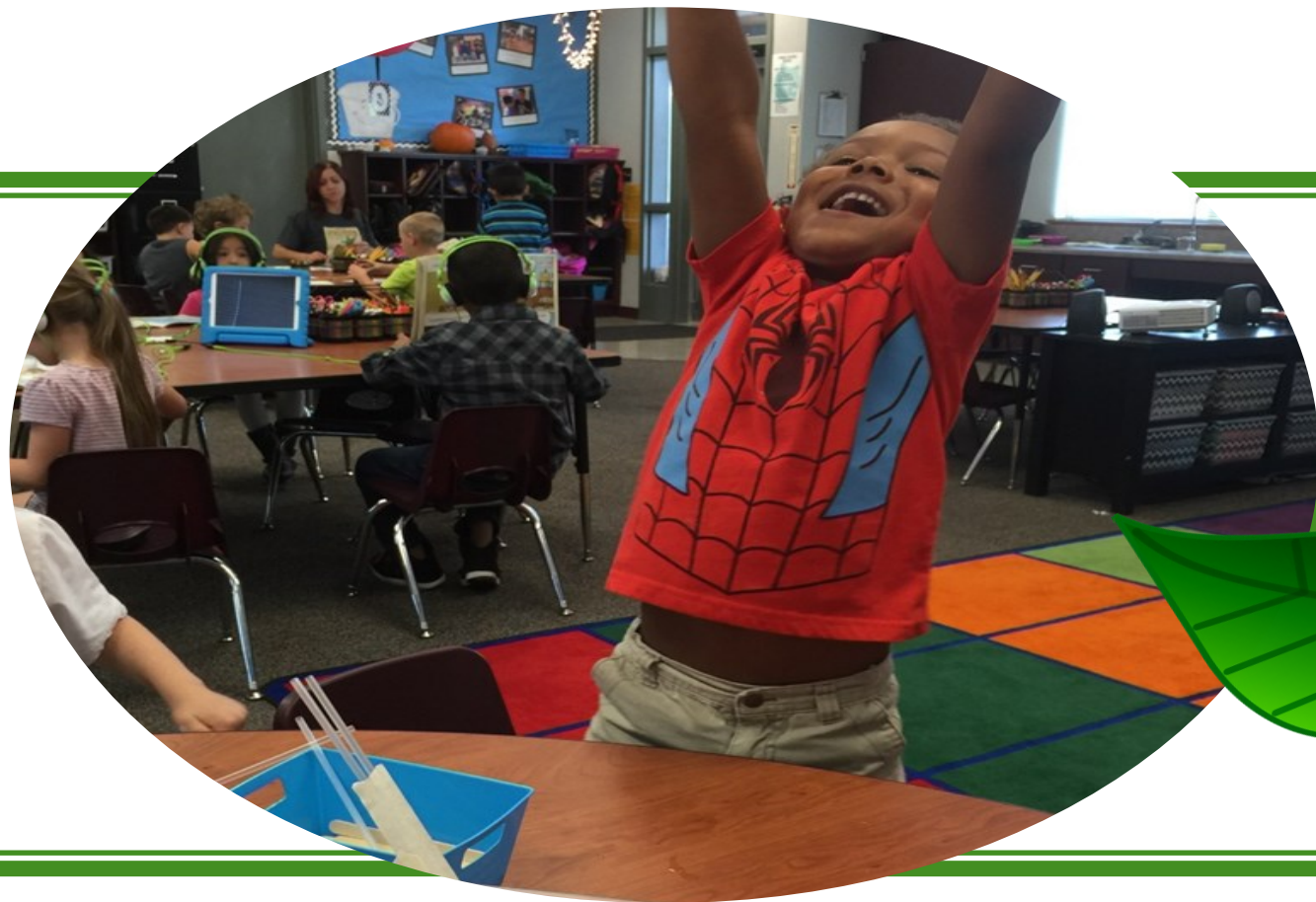
The GALT Bright Future Initiative blends innovation with research-based efforts to prepare each and every learner for **college, career and life.**

**Inspire** learners-  
one plan at a time!

## Goal 1

Personalized **strength-based growth plan for every learner**

- ~ 70% met individual Reading Language Arts goals and 66% in Mathematics
- ~ 100% upper grade learners with Top 3 Strengths identified



## Goal 2

Implement **California State Standards in a variety of blended learning environments**

- ~ NGSS Early Implementation Initiative
- ~ After-school Clubs and Summer Academies
- ~ 4700 Chromebooks and Wi-Fi access



## Goal 3

Processes and measures for **continuous improvement**

- ~ Personalized Indicators and Rubric
- ~ Listening Circles with youth leaders and adult stakeholders
- ~ 92% youth agree they will have a good job in the future.  
Not one learner disagreed!



## Goal 4

**School facilities are safe and healthy for NextGen Learning**

- ~ Galt voters elected to support Facilities Bond awarding the GJUESD over \$19 million



## The Work that Remains...

Sustaining and expanding the people power needed to further develop **PERSON**alization

[www.galt.k12.ca.us](http://www.galt.k12.ca.us)

# Cradle to Career



# **Galt Joint Union Elementary School District**

## ***Journey from Student-Centered to Learner-Centered System***

Karen Schauer, Superintendent

Claudia Del Toro-Anguiano, Director of Curriculum

Lois Yount, Principal on Special Assignment

Jennifer Collier, Extended Learning Supervisor

Betsy McCarthy, Senior Research Associate, WestEd





Galt Joint Union Elementary School District

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GOAL  
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# ***Session Overview***

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

- **Professional Learning Rubric**
- **Personalized Learning Plans**
- **Listening Circles**

# *Professional Learning Rubric*

*Claudia Del Toro-Anguiano, Director of Curriculum*

- Making Teacher Evaluation Process **Meaningful**
- Collaboration with Teacher **Union**
- **Co-developed** our own Reflective Rubric
- Adapting Council of Chief State School Officers, Personalized Learning Educator Competencies



# ***Making it Happen***

- **Criteria** for Teacher Participation
- Rubric Levels:  
**Exploring, Applying, Refining and Innovating**
- Combination of Peer and Administrator Observations
- Process Includes **Multiple Reflections**
- Tool becomes the Summary Evaluation

# *Teachers Reflecting on Process*

*“I learned that subtle differences in a teaching style or strategy can lead to more effective participation from my students. Moving through each of the “levels” required a paradigm shift on how I presented a lesson to each individual student. There were instances when the “exploring” level was appropriate for one student and the “refining” level was appropriate for another student.”*

*“...I believe the self-reflection and peer observation process was very beneficial for me. To begin, it allowed peer teachers from my grade level to come and do a non-judgmental observation on my lesson...”*

# *Looking Forward*

- Videos to Improve Teaching Practice
- Possible Partnership with Teaching Channel
- Building Capacity

# ***Personalized Learning Plans - Our Goals***

***Lois Yount, Principal on Special Assignment***

- Teachers will learn about their students and build relationships through goal setting
- Increase learner ownership and give a purpose for learning
- Focusing on personal growth and strengths





# *The Rubric Level of Innovating*

- Collaborates with learners in planning and identifying the learning pathways that will help them pursue challenging and self-selected goals.
- Plans with students to identify personalized learning objectives and experiences to support them in reaching their long-term goals.

*"Setting goals with my teacher helps me try harder. I don't want to let myself or my teacher down." ~ 6th grader*

## Engagement

The learner profile is meant to assist learners in setting goals and with self-reflection. Learner information is used by teachers and mentors to personalize educational opportunities for optimal learning and maximum growth.

### Beginning of the Year Dreams

What job do you want to have when you grow up?
What makes you happy?
Are you a good friend? How do you know?
What is the best thing about school?

## My Strengths

My personal strengths help me understand and use my natural patterns of thought, feeling and behavior in my everyday life.

<b>Achieving</b>	I have more energy and more goals than other people.
<b>Caring</b>	I want to make the world better by helping people.
<b>Confidence</b>	I take on challenges because I know I will succeed.
<b>Competing</b>	I see many things in life as a game and I enjoy winning.
<b>Dependability</b>	Trust is important to me; I want to be seen as responsible.
<b>Discoverer</b>	I like exploring new ideas and like to ask "How?" and "Why?"
<b>Future Thinker</b>	I love to dream about the future and about possibilities.
<b>Organizer</b>	Scheduling, planning and organizing makes me feel good.
<b>Presence</b>	I like to be at the front of the room telling stories & leading.
<b>Relating</b>	I like to make new friends and keep friends for a long time.

## MY PERSONALIZED LEARNING PLAN

Galt Joint Union  
Elementary  
School District  
2017-18



**Santiago**  
**Kindergarten**  
Vernon E. Greer  
Elementary School

### My Fall Goal

<b>Focus</b>
What do I want to improve on?
<b>Responsibility</b>
What do I need to work on to improve?
<b>Measurement</b>
How will I know that I improved?
<b>Continuous Growth</b>
How was I able to reach my goal?
<b>Life-long Learner</b>
What did I learn about setting goals?

### My Winter Goal

<b>Focus</b>
What do I want to improve on?
<b>Responsibility</b>
What do I need to work on to improve?
<b>Measurement</b>
How will I know that I improved?
<b>Continuous Growth</b>
How was I able to reach my goal?
<b>Life-long Learner</b>
What did I learn about setting goals?

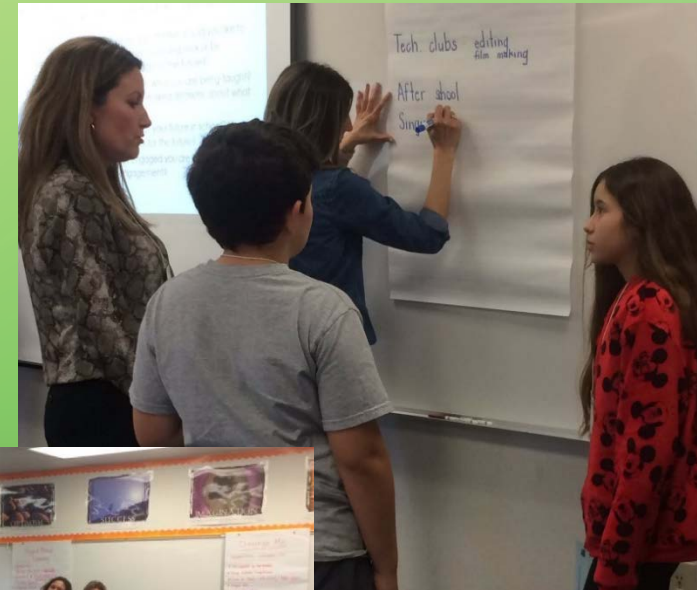
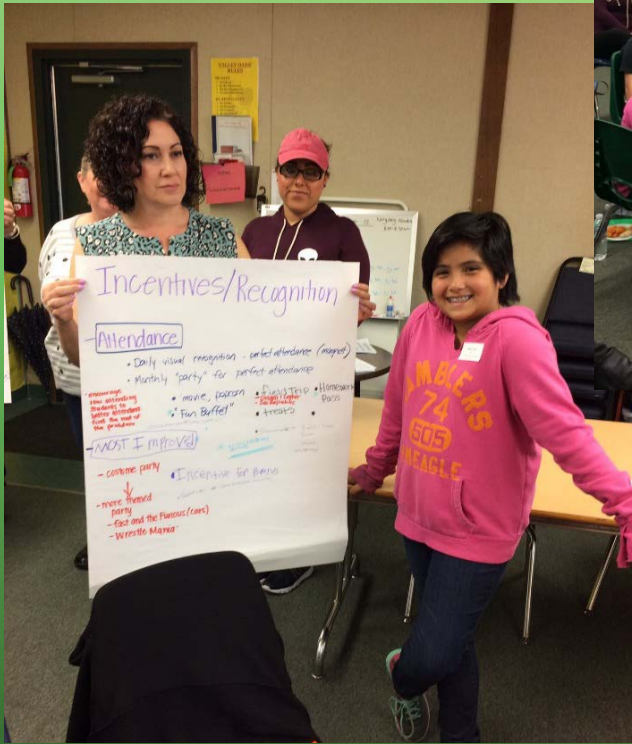
### Reflections

<b>This Current Year...</b>
What was the best thing about school?
What did I learn about setting goals?
What is one thing I could have done or handled differently?
<b>As I Look Forward to Next Year...</b>
What kind of year am I hoping to have?
How will I prepare myself to be ready for next
What support might I need next year to be even more successful?



# Listening Circles

Jennifer Collier, Extended Learning Supervisor





# *Why Conduct a Listening Circle?*

- Gives students a meaningful opportunity to contribute to school **decision-making**.
- Contributes to **positive relationships** between students and staff.
- Adults learn that students **value** adults who listen to them.
- Students learn that young people from different backgrounds have very similar **perspectives** and develop a greater **respect** for similarities and differences across groups and cultures.
- Contributes to improved **school climate**.

Guide to a Student–Family–School–Community Partnership: Using A Student & Data Driven Process to Improve School Environments & Promote Student Success Created by Bonnie Bernard, MSW and Carol Burgoa; Written by Carol Burgoa and Jo Ann Izu, PhD with Jamie Hillenberg. November 2010

# *Listening Circle Process*

- Part 1. Student / Adult Orientation
- Part 2. Students Speak and Adults Listen
- Part 3. Dialogue
- Part 4. Finale

# Listening Circle Themes

## Variety/Choice

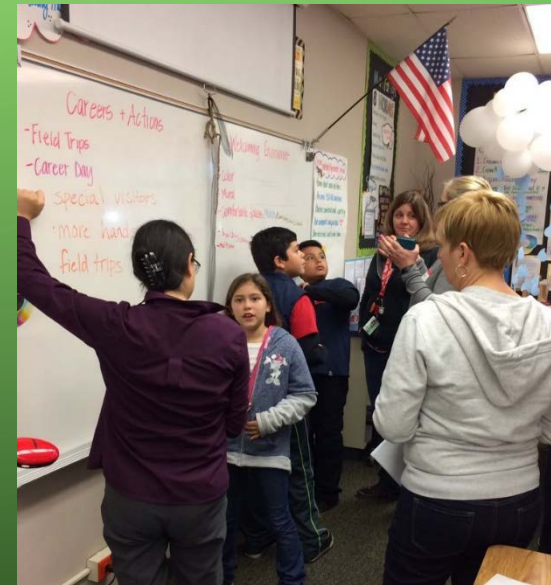
Bring in experts to add variety and opportunity,  
Flexibility of physical classroom environment and schedule

## Teacher Engagement

Personal meetings with teachers one-on-one,  
Teachers spend recess time with kids

## Challenges

Accommodating blended learning rotations with prep schedule,  
Active activities- active math games





# GALT's Journey: Insights and Inquiry

Betsy McCarthy Ph.D., Senior Research Associate, WestEd



**Galt Joint Union Elementary School District**

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**RACE TO THE TOP—DISTRICT**  
2017 PERSONALIZED LEARNING SUMMIT

**A LASTING LEGACY**  
What's Next in Personalized Learning?

WASHINGTON, DC • SEPTEMBER 7-8, 2017

# 2017 PERSONALIZED LEARNING SUMMIT

A LASTING LEGACY: WHAT'S NEXT IN PERSONALIZED LEARNING?

••• KNOWLEDGE SHARING ••• LESSONS LEARNED ••• SUSTAINABILITY ••• SCALING •••



## Personalized Learning Evaluation Meetup



# 2017 PERSONALIZED LEARNING SUMMIT

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# Welcome

- **Andrea Browning**, Team Lead, Race to the Top–District Program, Office of Innovation and Improvement, U.S. Department of Education

# 2017 PERSONALIZED LEARNING SUMMIT

A LASTING LEGACY: WHAT'S NEXT IN PERSONALIZED LEARNING?

... KNOWLEDGE SHARING ... LESSONS LEARNED ... SUSTAINABILITY ... SCALING ...



## Evaluating Personalized Learning in RTT-Districts

- **Jessica Williams deMonsabert**, Senior Research and Evaluation Associate, AEM Corporation
- **Monica Young**, Senior Program Manager, AEM Corporation



## SETTING THE STAGE

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# OVERVIEW OF RTT-D GRANTEE EVALUATIONS

# ABOUT THE ANALYSIS





# BACKGROUND & PURPOSE

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- **Background:** All RTT-D grantees are required to do an evaluation as part of their work, though there are no requirements about what they have to evaluate or how.
- **Purpose:** The purpose of this data collection effort and analysis is to 1) gain a better understanding of grantee evaluation efforts, 2) to help provide information about the types of evaluations, measures, and data collection tools that can be used to assess personalized learning, and 3) to contribute to the growing knowledge base surrounding personalized learning methods.



# METHODOLOGY AND LIMITATIONS

- Grantees were sent an adapted evaluation plan data collection template and asked to complete the following sections:
  - Overview of Evaluation
  - Key Measures and Data Collection Tools
  - Initial Findings
  - Changes Made Based on Initial Findings
- 19 out of 21 grantees submitted completed templates
- This overview provides a preliminary scan of what types of evaluations are being conducted by RTT-D grantees

# OVERVIEW OF THE EVALUATIONS





# OVERVIEW OF THE EVALUATIONS

## ■ Type or Goal of the Evaluation

- 74% of grantees are conducting Implementation evaluations
- 89% of grantees are conducting Impact evaluations
- 63% of grantees are conducting both an Implementation and an Impact evaluation

## ■ Research Design/Assignment

- 53% Quasi-Experimental Designs/Non-Random Assignment
- 37% Single Case Designs/No Comparison Group
- 16% Case Studies
- 11% Randomized Controlled Trials/Random Assignment
- *(16% of grantees are conducting multiple evaluations using more than one design, e.g., a QED and a case study)*



# OVERVIEW OF THE EVALUATIONS

## ▪ Length of the Evaluation

- 32% - Four Years
- 26% - Not Specified
- 21% - Length of the Project
- 11% - Three Years
- 11% - One Year

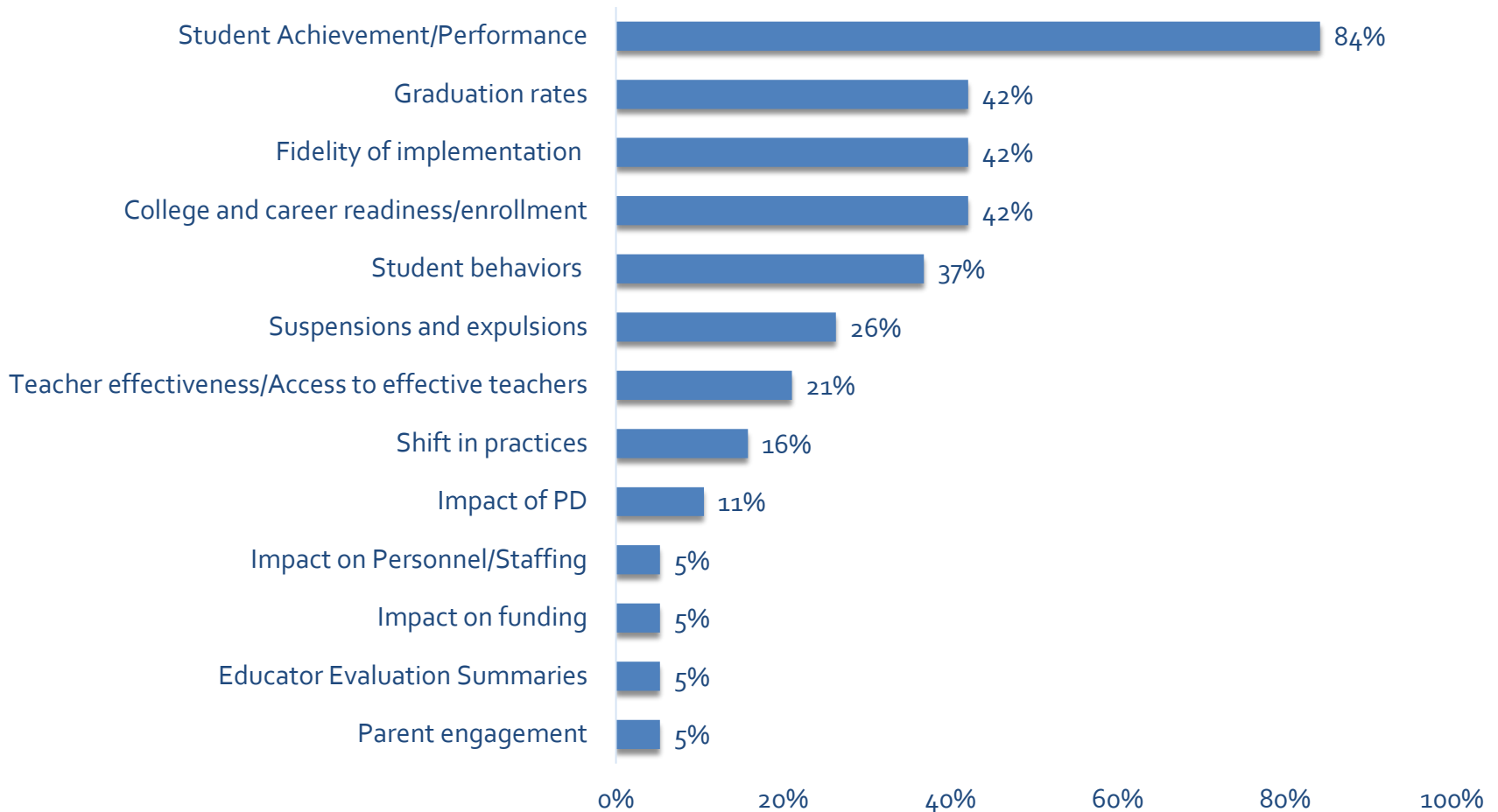
## ▪ Target Population

- 100% - Students
  - 16% Pre-K
  - 47% Elementary
  - 68% Middle School
  - 58% High School
  - 26% Unspecified
  - 63% of grantees targeted populations across multiple grade levels (e.g., K-12)
- 32% - Teachers



# OVERVIEW OF THE EVALUATIONS

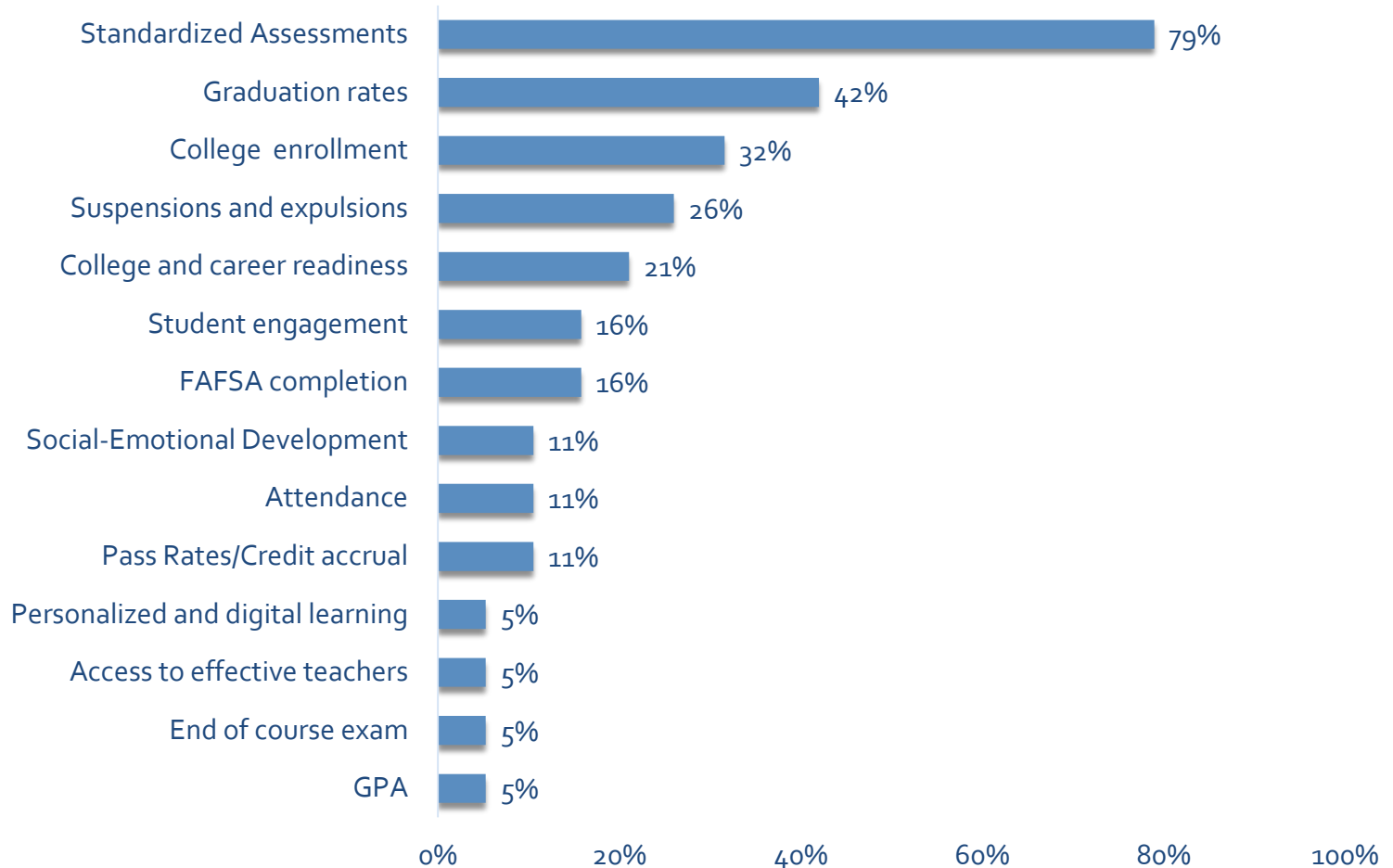
## RTT-D Evaluations: General Outcomes (n = 19)





# OVERVIEW OF THE EVALUATIONS

## RTT-D Evaluations: Student Outcomes (n = 19)

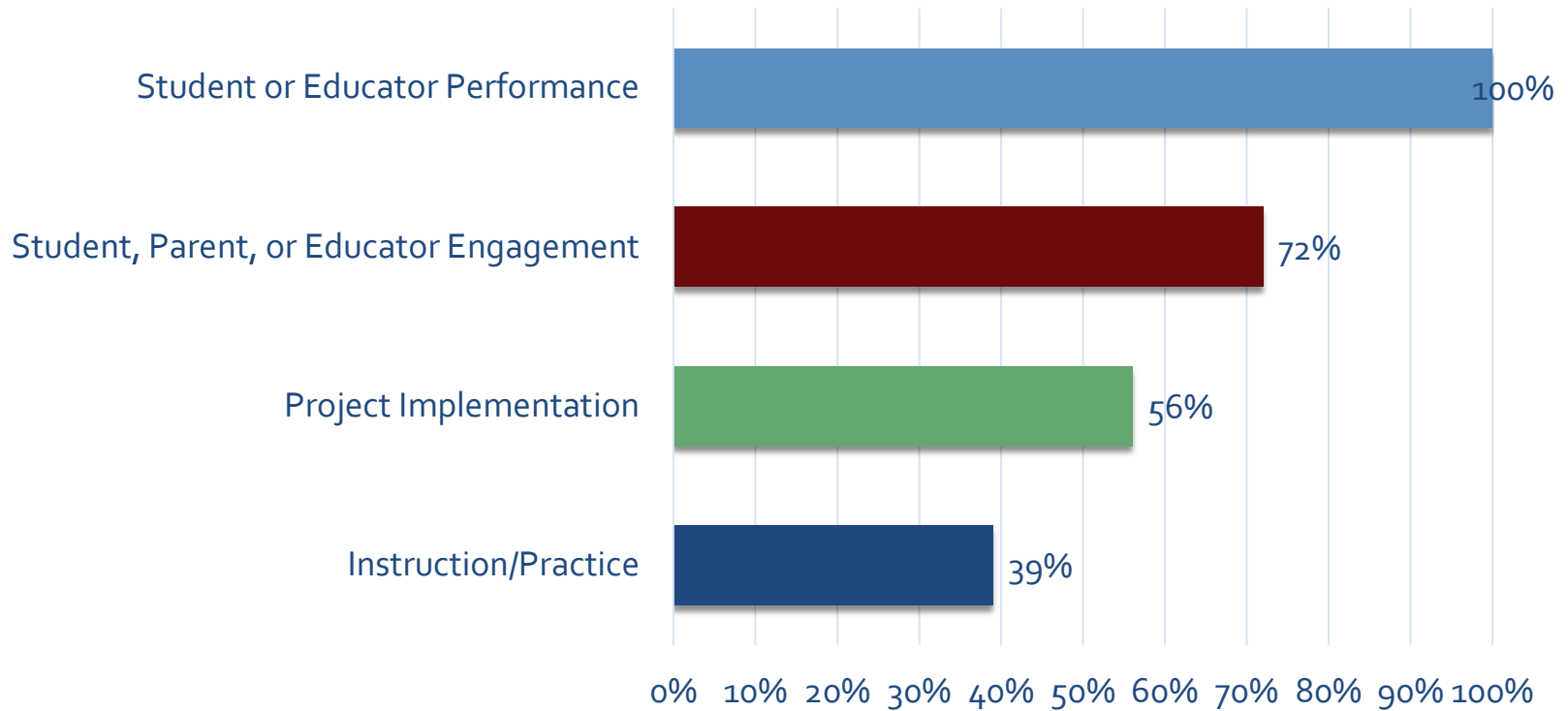


# KEY MEASURES AND DATA COLLECTION TOOLS



# KEY MEASURES

Percentage of Grantees Reporting Measures by Over-Arching Category (n = 18 grantees)\*\*



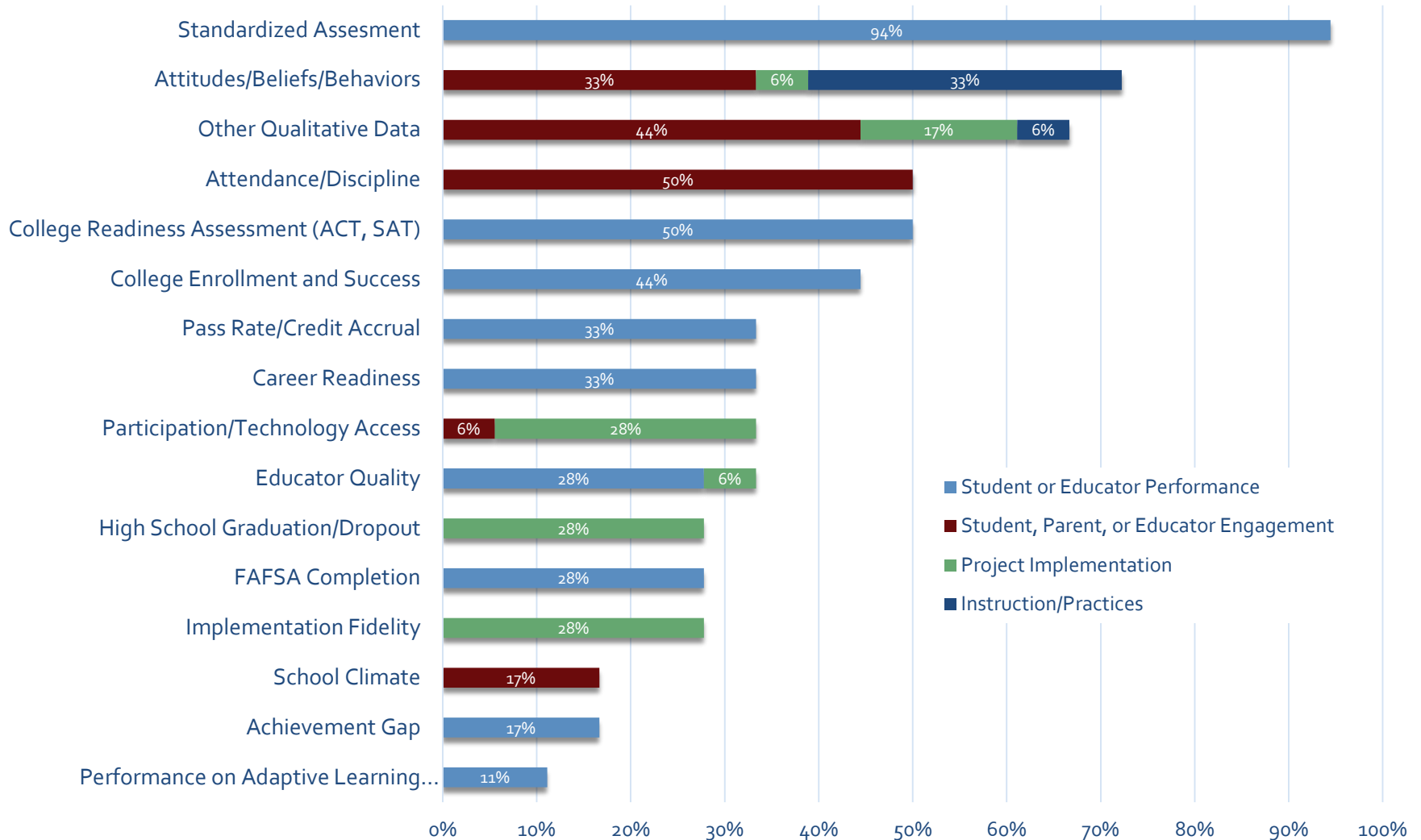
\*\*One grantee did not provide detail on measures.





# KEY MEASURES

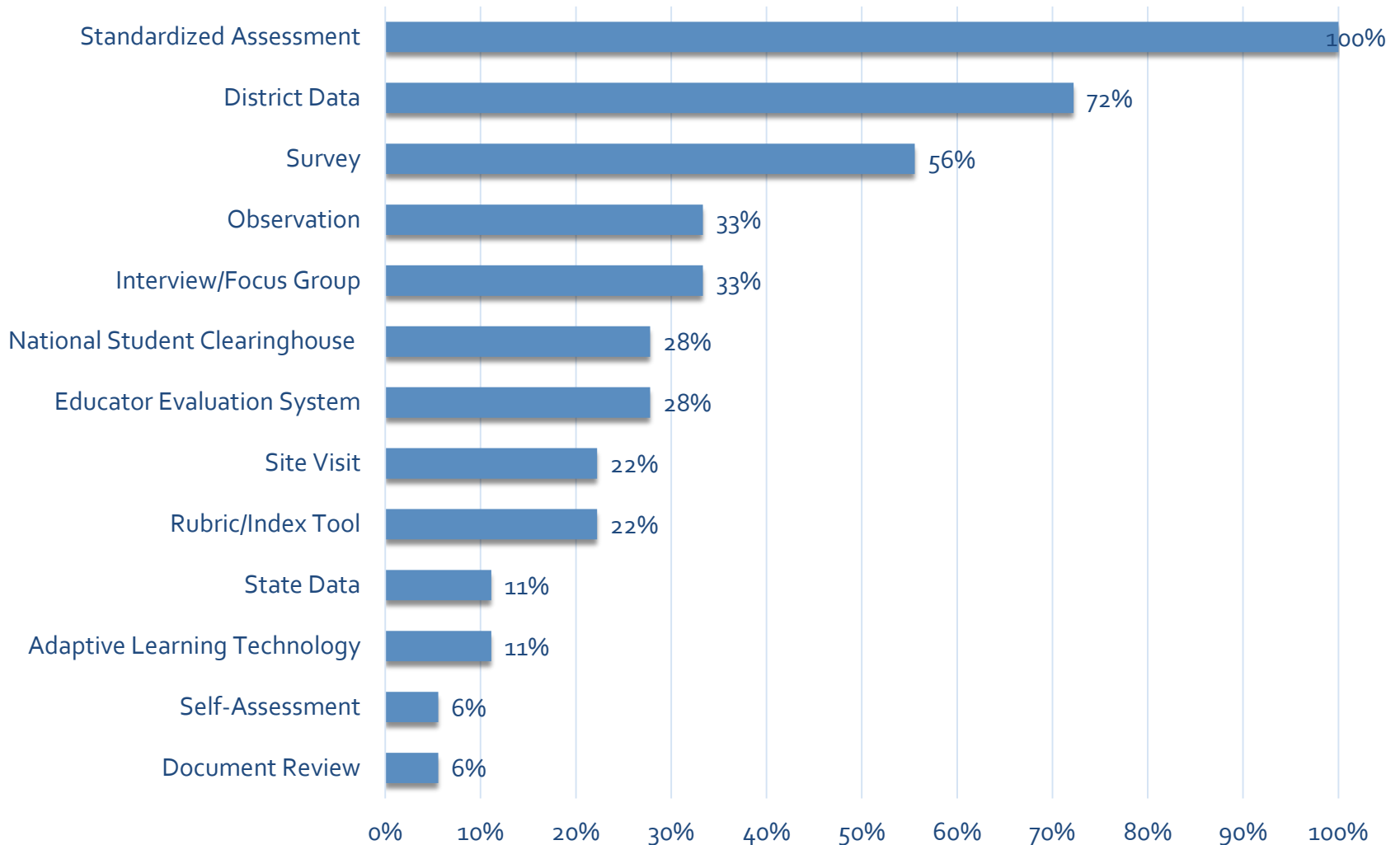
Percentage of Grantees Reporting Measures Types by Over-Arching Category  
(n = 18 grantees)





# DATA COLLECTION TOOLS

Percentage of Grantees Reporting Use of Data Collection Tools (n=18 grantees)





# DATA COLLECTION TOOLS

- **Interviews/Focus Groups:** Of the 6 grantees who reported using interviews/focus groups to collect data, 83% are speaking with Educators; 33% are speaking with students; and 17% are speaking with District Administrators.
  
- **Surveys:** Of the 10 grantees using surveys to collect data, 90% are surveying Educators (Teachers, Coaches, Principals); 90% are surveying Students; and 20% are surveying Parents.
  - Teaching, Empowering, Leading, and Learning (TELL) Kentucky (<https://tellkentucky.org/>)
  - Student Motivated Strategies for Learning Questionnaire (MSLQ)
  - Teacher Sense of Efficacy Survey (TSES)
  - California Healthy Kids Survey (CHKS), Social Emotional Health Module (SEHM) (<http://chks.wested.org/>)

# INITIAL FINDINGS



# GRANTEE EVALUATIONS

- Grantees submitted a wide range of high-level, initial findings
  - 63% provided implementation findings
  - 58% provided impact findings
- Examples of findings reported: **Implementation**

Type of Finding Described	Grantee Example
<b>Amounts of Usage</b>	<i>ALEKS was used in 31 CCSD schools during fall 2016, however, the program was only used by the majority of students in these schools at 3 schools. Across all schools, students used the program for about 7 hours on average for one semester.</i>
<b>Instructional Changes</b>	<i>Classroom observations of 27 teachers who had participated in either language arts (CATC/RAISE) and/or project-based professional learning indicated a significantly higher portion of these teachers and their students engaged in more frequent use of effective practices than the 44 teachers who were not involved in professional learning.</i>
<b>Scaling and Sustainability</b>	<i>There is substantial support among educators for sustaining the RTT-D reforms. Continued level of effort to fully implement the RTT-D is supported by educators' belief that the system is committed to sustaining Linked Learning and the RTT-D reforms after the grant period ends.</i>
<b>Fidelity</b>	<i>A majority of students report experiences suggesting the model has been implemented with fidelity in their classrooms. Evaluator observations suggest that implementation has been generally sound in site-visited schools, with some variation in quality across schools.</i>
<b>Updates and progress related to implementation drivers</b>	<i>The leadership driver involves support from the CCEL leadership team and CCEL district directors, who communicate with coaches and principals to help resolve problems encountered. For example, one district has not been able to implement fully one-to-one computing due to lack of technology infrastructure. Many schools deal with administrator and teacher turnover every year, a challenge that makes establishing and sustaining the infrastructure for personalized learning difficult.</i>





# GRANTEE EVALUATIONS

- Examples of findings reported: **Impact**

Type of Finding Described	Grantee Example
Trend data	<i>Findings reveal trends in student learning, growth, and pathway selections, as well as attitudes towards learning and engagement.</i>
Percent of students passing or proficient	<i>The percent of 6th, 7th, and 8th grade students proficient in math increased from SY1415 to SY1516 (6th grade went from 49% to 53%, 7th grade went from 46% to 51%, and 8th grade went from 45% to 58%). Furthermore, 6th and 7th grade students proficient in English increased from SY1415 to SY1516 (6th grade went from 58% to 60% and 7th grade went from 56% to 61%).</i>
Comparisons to the national norm	<i>Warren K–8 Cohort 1 and Cohort 2 students grew 22% more than nationally normed growth targets in reading and 7% more than nationally normed growth targets in math. 57% percent and 56% of all Warren’s K–8 students’ growth in reading and math, respectively, met or exceeded the nationally normed growth target for their grade.</i>
Engagement, satisfaction, or perception survey results	<i>Survey, focus group, and interview results indicate that most teachers, students, and principals have understood the iPrep Math model and viewed their experience with the model as positive.</i>
Changes in student behaviors	<i>Positive impacts on culture and student engagement are observable. The number of students with chronic absences and out of school suspensions has decreased significantly. More students are completing college and career readiness activities like senior exhibitions.</i>
Sub-group findings	<i>Students who used ALEKS and were at or below the 40th percentile in fall 2016 showed larger math RIT gains than their lower-achieving peers who did not use ALEKS and they also showed larger RIT gains than students who were above the 40th percentile and used ALEKS. This provides some evidence that the program may be more effective for lower-achieving students.</i>



# GRANTEE EVALUATIONS

- Grantees have used their data to make changes
  - 89% of grantees (more than submitted findings) indicated that they made changes as a result of ongoing evaluations
  
- Examples of changes made include:
  - Adjustments to implementation efforts, processes, and approaches
  - Redesign of professional development efforts
  - Changes in methods and frequencies of communication, particularly to increase stakeholder buy-in and strengthen partnerships
  - Shifts in the method or centralization of support
  - Steps taken to increase sustainability

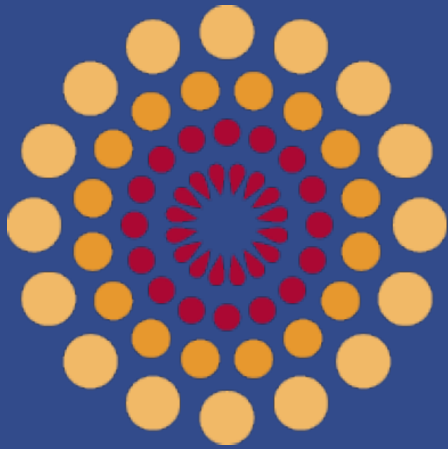
# NEXT STEPS



# NEXT STEPS

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- **Evaluation Work Group Landscape Scan** (Available: Winter 2017/Spring 2018):
  - This resource will highlight findings from the RTT-D Evaluation Workgroup, the evaluation template analysis, and today's discussion. It will include recommendations for next steps in evaluating personalized learning.
  
- **RTT-D Final Report** (Available: Fall/Winter 2018):
  - The report will summarize outcomes on RTT-D GPRA measures within a framework of implementation science, providing an overview of key research on implementation science and identifying implementation themes among RTT-D grantees.



**Lessons from a Personalized  
Learning Research Community of  
Practice**

*Prepared for the RTT-D PL Summit  
September 6, 2017*



## Three-minute warmup!



Turn to the person next to you and share:

- One new thing you have learned or are thinking about after hearing how other RTT-Districts are evaluating personalized learning

## In January 2017, Education First, with support from the Bill & Melinda Gates Foundation, launched a Personalized Learning Research Community of Practice to begin to address four key challenges

**Personalized learning is evolving quickly**, with little evidence yet about what works in different contexts and for different types of students

There is a **lack of consensus** across the PL field about the exact problems we are trying to solve with PL

Funders, researchers, practitioners and thought leaders **lack the capacity, structures and incentives** for sharing knowledge and collaboratively building the research field

**Quality research is cost-prohibitive** without coordination and co-investment

# The original objectives for the Personalized Learning Research Community of Practice included:

## Capture and Organize Research, Evaluation + Dissemination Efforts

- Collect and document knowledge across K-12 personalized learning research and practice
- Establish a system to regularly and efficiently catalog knowledge and tools

## Connect Researchers, Funders, Practitioners + Thought Leaders

- Intentionally create time and space for potential collaboration

## Identify Research Gaps + Ways to Address Them

- Identify research gaps and areas for improvement

## Identify Opportunities to Collaborate on Frameworks + Tools for the Field

- Share updates and lessons learned across organizations
- Identify collaboration opportunities across different projects

# As part of this PL Research CoP, we focused primarily on increasing knowledge sharing and connectivity

Capture and Organize  
Research, Evaluation  
+ Dissemination  
Efforts

Connect Researchers,  
Funders,  
Practitioners +  
Thought Leaders

Identify Research  
Gaps + Ways to  
Address Them

Identify  
Opportunities to  
Collaborate on  
Frameworks + Tools  
for the Field



- A total of 61 individuals, representing 49 organizations, participated in at least one CoP work group.
- Via the work group calls and a few in-person meetings of PL funders and researchers, **participants shared current research and problems of practice for input from peers.**
- Participants shared that **they appreciated the dedicated time and space with peers that they didn't have elsewhere.**

"It was helpful to hear that we were not the only ones grappling with similar issues. Our work is better when we collaborate rather than working in silos."

"In the emergent state of the field all of these [workgroups] were useful to help understand where there are areas of convergence and where even people working in PL are not talking about the same things."

## ...however we see opportunities to increase collaboration and connectivity among researchers, practitioners, thought leaders

Capture and Organize  
Research, Evaluation  
+ Dissemination  
Efforts

Connect Researchers,  
Funders,  
Practitioners +  
Thought Leaders

Identify Research  
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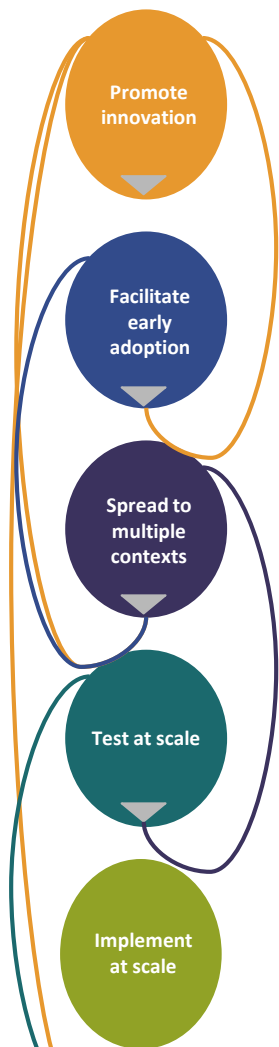
- Each work group identified the highest priority questions they think the PL field needs to answer via research, though **there is still work to be done to identify specific research gaps, ways to address them and how we should be working together to address them.**

How are researchers using MAP to assess student outcomes in PL? What are the pros and cons for using MAP as an outcomes measure in various contexts?

What measures of implementation are being used in the field? Where are there gaps and/or more work needed to develop or strengthen measures to create a fuller picture of implementation?



# As part of the CoP, we developed a PL research roadmap to help organize the wide range of questions we need to address to build the evidence base about both implementation and impact



What are the **critical practices, strategies and elements** that comprise personalized learning?

---

How do we define whether personalized learning (models, practices) is “working”?

- What are the **key metrics** for measuring success?
  - What is the **best mix of quantitative and qualitative measures** for creating a full picture of success?
- 

What **conditions or structures** are needed to support effective implementation of personalized learning?

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What **challenges** do schools experience in implementing personalized learning models? What **strategies** are most effective in overcoming these challenges?

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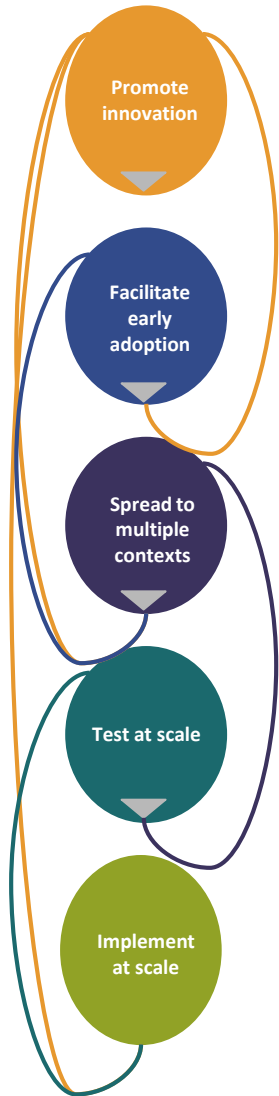
What specific practices, strategies or elements of personalized learning approaches **make the most difference for students**?

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**What works**, for what students, in what circumstances?

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# PL Roadmap: Many more types of research, KM and dissemination methods are needed to support efforts to innovate, spread and scale



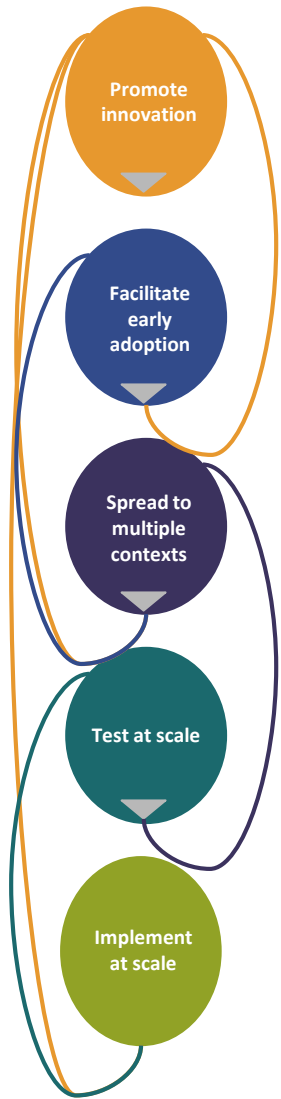
## Research methods

- Rapid-cycle R&D
  - Model and measure development & design
- Qualitative implementation research
  - Test instruments, measures, models, approaches with larger sample, more rigorous methods and in various contexts
  - R&D to refine models, implementation research (e.g., improvement science)
- Large-scale, outcomes-based research in multiple contexts
  - Capture programs' and models' impact with more precision

## Knowledge management and dissemination tactics

- Research translation
- Materials for policy/advocacy
- Networks and collaboratives
- Use cases/case studies
- Lessons learned
- Best practice guides
- Playbooks and toolkits
- Frameworks

# As you go into the rest of the PL Summit, think about...



## KEY QUESTIONS

- Where on this continuum does my work currently reside?
- What are my goals for PL in my district (e.g., do I aim to get to scale in the next few years or do I think I will focus on innovating in the near future?)
- What kinds of research do I need to conduct to improve upon my work and test its effectiveness?
- Who in this room is working on similar issues? Who else can I learn from?

# 2017 PERSONALIZED LEARNING SUMMIT

## A LASTING LEGACY: WHAT'S NEXT IN PERSONALIZED LEARNING?

... KNOWLEDGE SHARING ... LESSONS LEARNED ... SUSTAINABILITY ... SCALING ...



# Personalizing Learning: Better Evidence, Better Outcomes

- **Bi Vuong**, Director, Proving Ground, Center for Education Policy Research at Harvard University
- **Ethan Scherer**, Research Associate, Proving Ground, Center for Education Policy Research at Harvard University

# Proving Ground

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A Network for Continuous Improvement

Bi Vuong, Director, Proving Ground  
Ethan Scherer, Research Associate  
Jessica Peters, KIPP DC

2017 Personalized Learning Summit  
September 6, 2017

# Objectives

- Provide an overview of the **Proving Ground** model
- Share some of our findings
- Hear from one of our partner



To make evidence-gathering and evidence-use an intuitive part of how education agencies conduct their daily work

# Our Design Principles:

## 1. Generate Evidence Locally

- Let decision-makers see what's working with their own data.

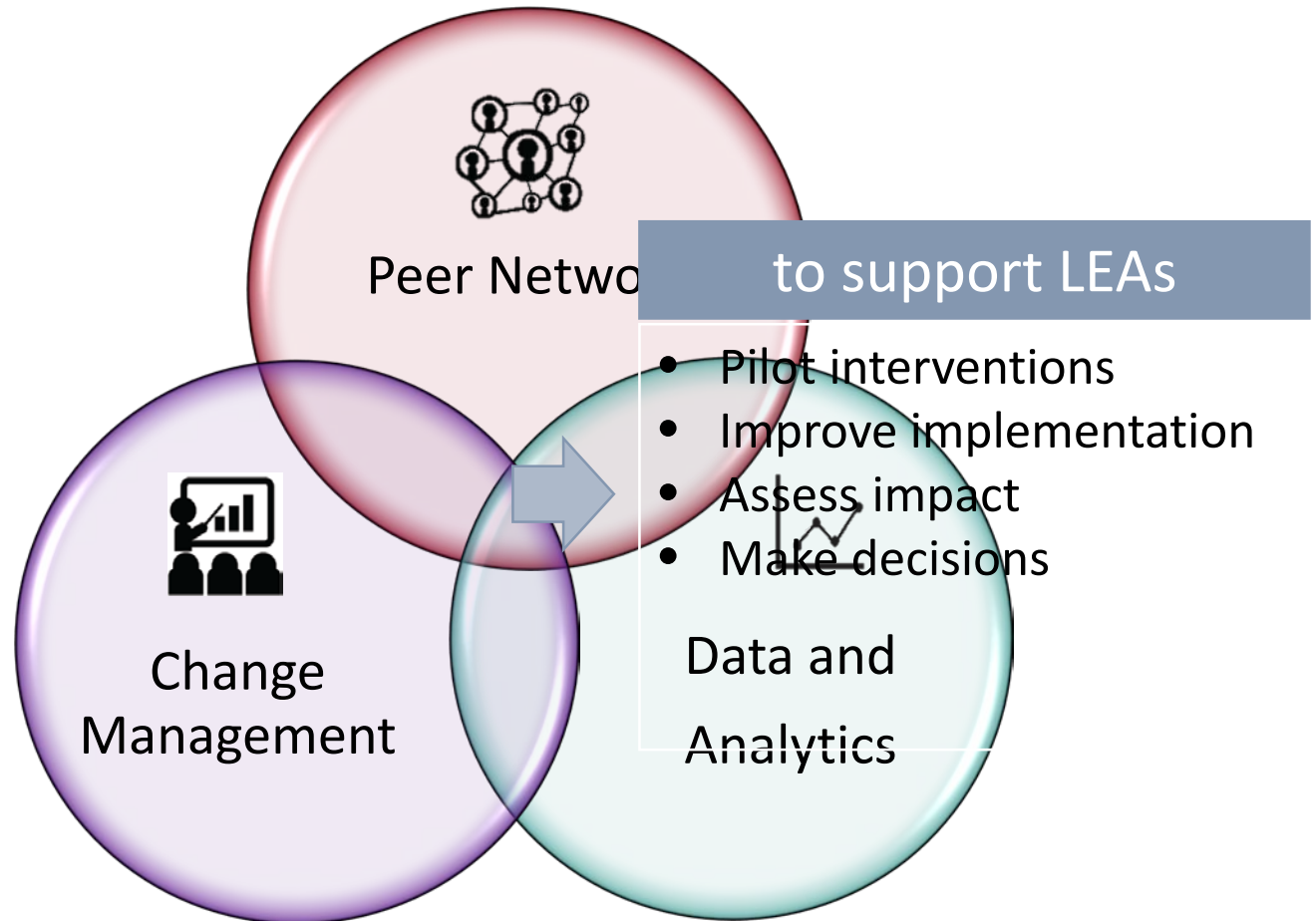
## 2. Produce evidence faster and cheaper

- Provide standard reports to monitor implementation and to evaluate pilot programs
- Automate key parts of the analyses (e.g. matching, reporting).

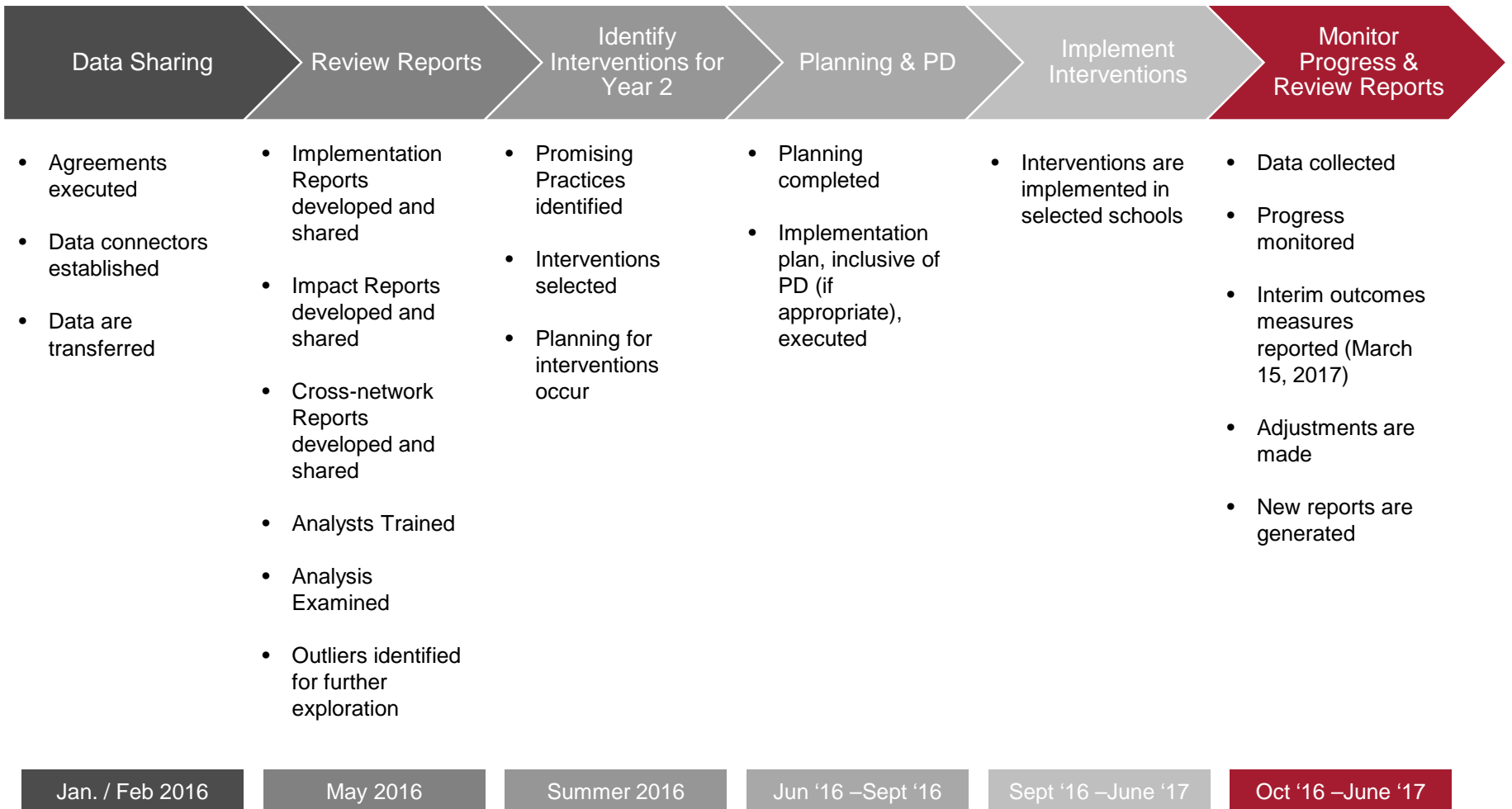
## 3. Make piloting and testing a natural part of the way school agencies make decisions

- District leaders (not researchers) are choosing interventions.
- Provide a peer network for sharing data/comparing notes/brainstorming solutions.

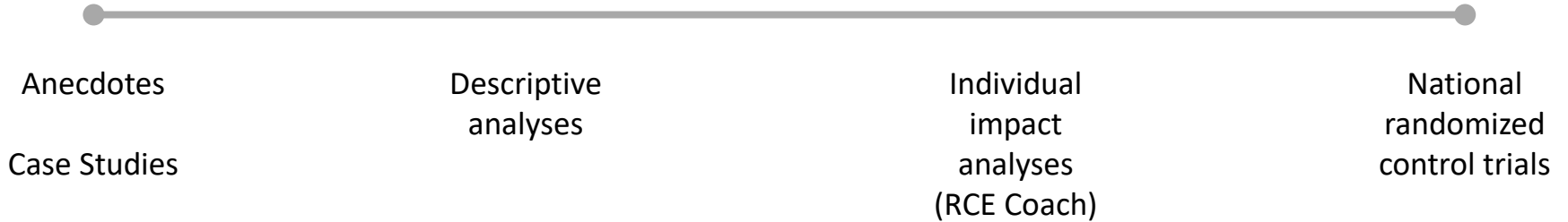
# What does Proving Ground do?



# Partnership Milestones



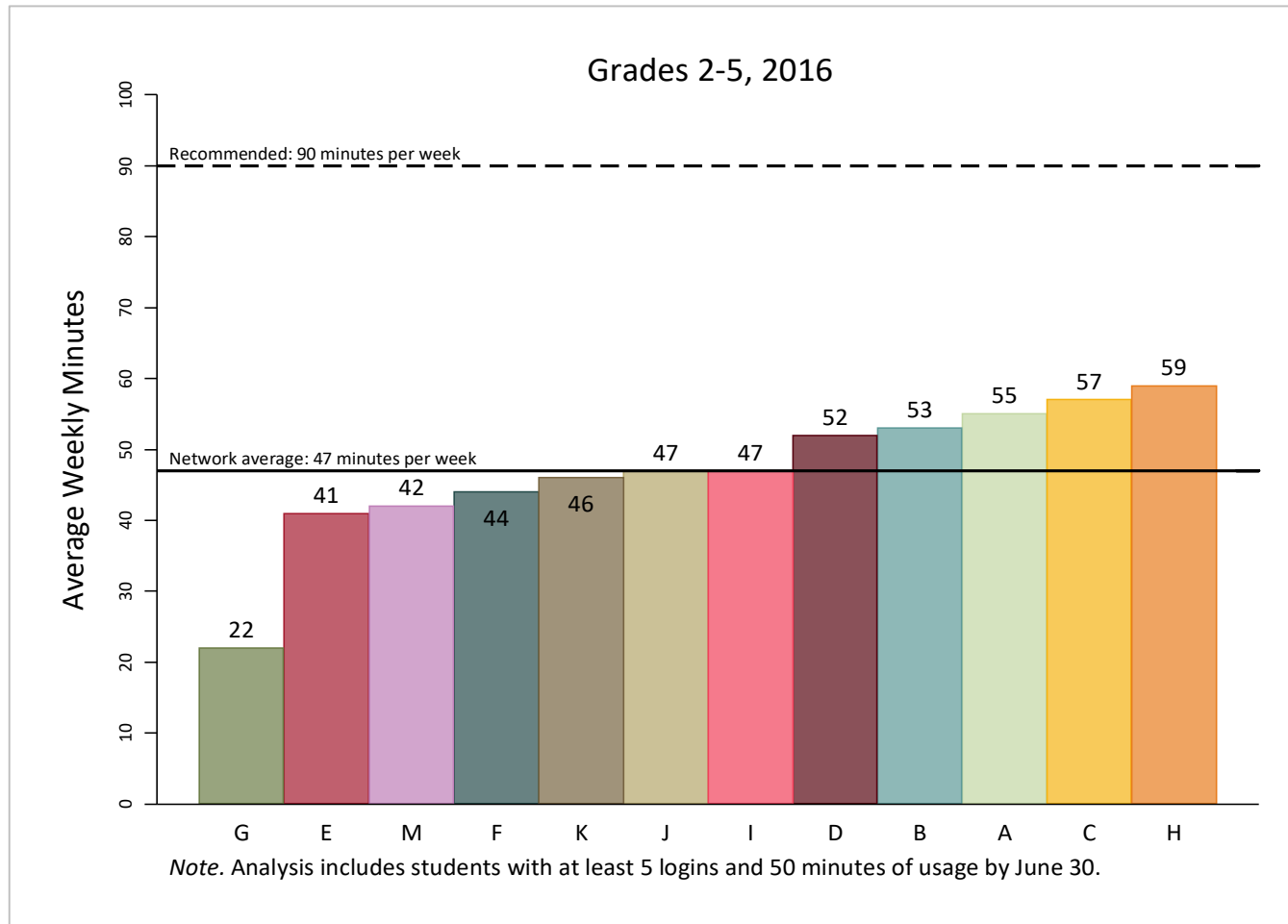
# Where do we fit in?



## Proving Ground

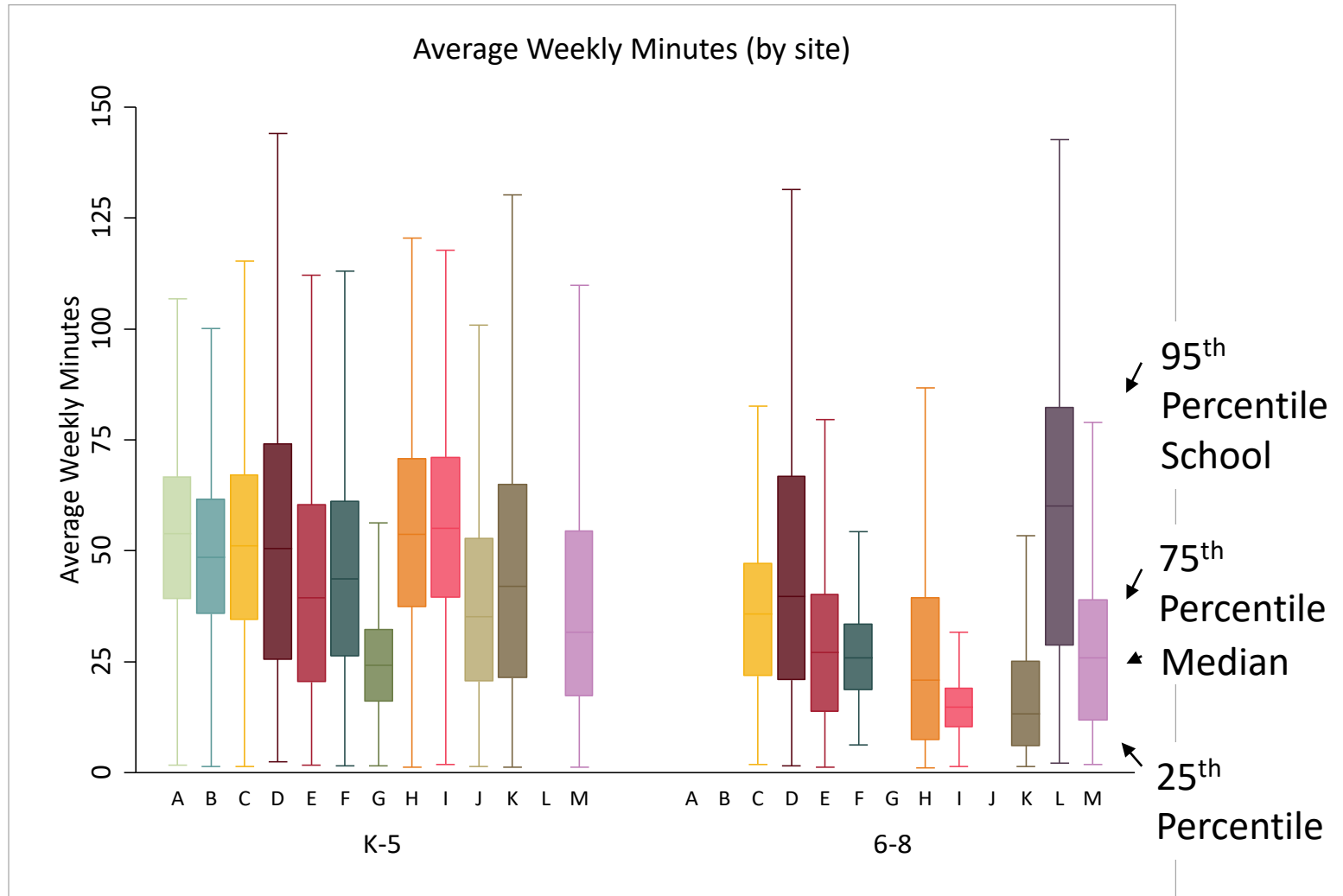
- **Descriptive Analyses:** Program implementation
- **Impact Analyses:** Individual site\* & cross-network
  - Historical (natural experiments)
  - Pilots (to improve implementation)
- **Pilots:**
  - Quasi-experimental designs (“moderate” level of evidence)
  - Randomized control trials (“strong” level of evidence)

## Software usage varies across partners and is below the vendor recommendation

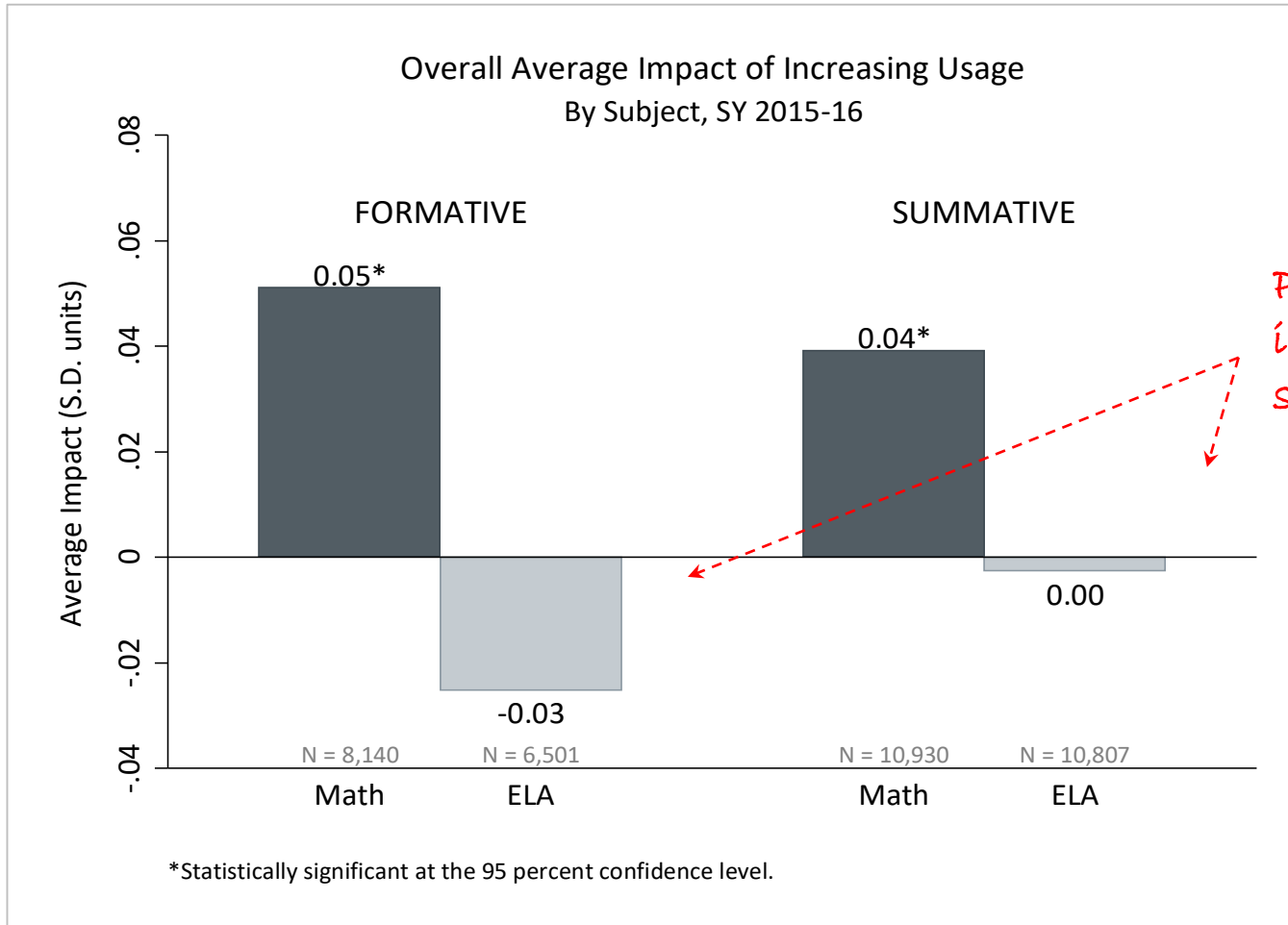




## The average weekly usage within each site varied widely.



# There was a statistically significant impact of the math software on both formative and summative assessments



Placebo tests in ELA not significant.

## These results spurred several of our partners to take action.

Evidence	Hypothesis	Action
<ul style="list-style-type: none"><li>• Low using teachers in one year are also low using teachers the next year</li><li>• Teachers explain a large proportion why students use the software</li></ul>	<ul style="list-style-type: none"><li>• Teachers have many competing priorities and therefore are unable to check student progress as often as they would like.</li><li>• Teachers do not know their usage relative to other teachers in the same school.</li></ul>	<p><b>→Provide relevant data to teachers via e-mail from an official district email address.</b></p>

## Example Message:

Dear George Washington,

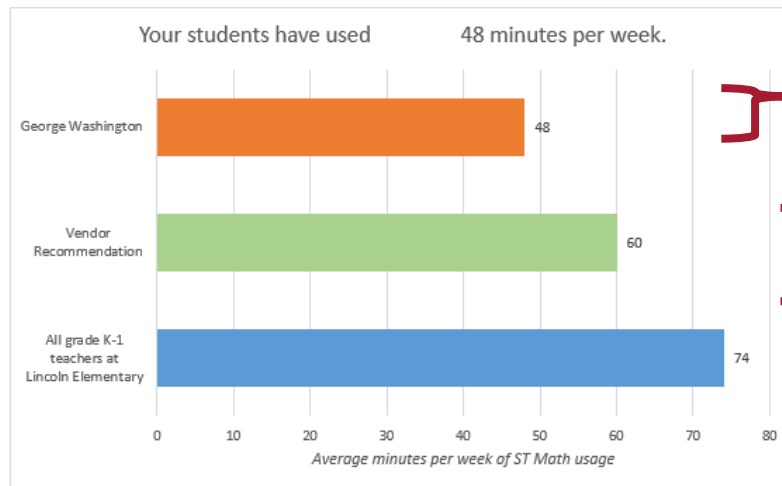
Your class has used an average of 48 minutes during the week of October 22nd - 28th, which is less than other classes in grades K-1 in Lincoln Elementary, and less than the vendor recommends.

The following three students had the lowest usage in your class:

Name	Average minutes per week
John Adams	5
Thomas Jefferson	8
James Madison	12

Students learn more and earn higher scores in mathematics when they use in addition to receiving high quality classroom instruction.

You can have a big effect on your students' usage going forward – and we appreciate your help. For additional resource, please visit



Sincerely,

*Tom Kane*

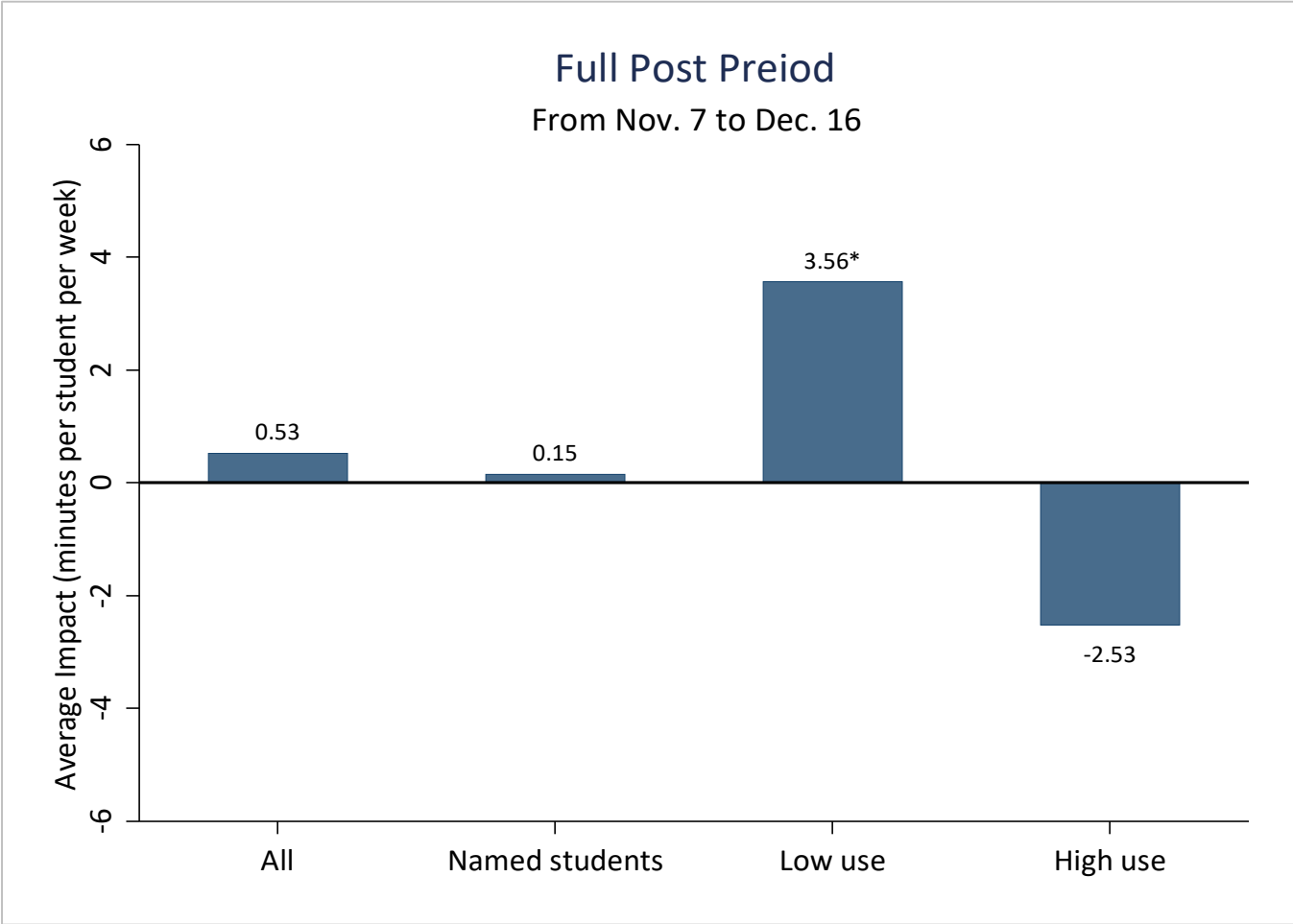
Tom Kane, Ph.D.  
Superintendent  
School District of CEPR

All e-mails listed the names and usage of the three lowest using students in the class in the prior week

All e-mails reported a teacher's students' average use in the prior week relative to all teachers in the same school and grade range

Half of the e-mails the displayed the software's recommended level of usage

**On average low-using teachers usage increased by 3.6 minutes five weeks after the initial email.**

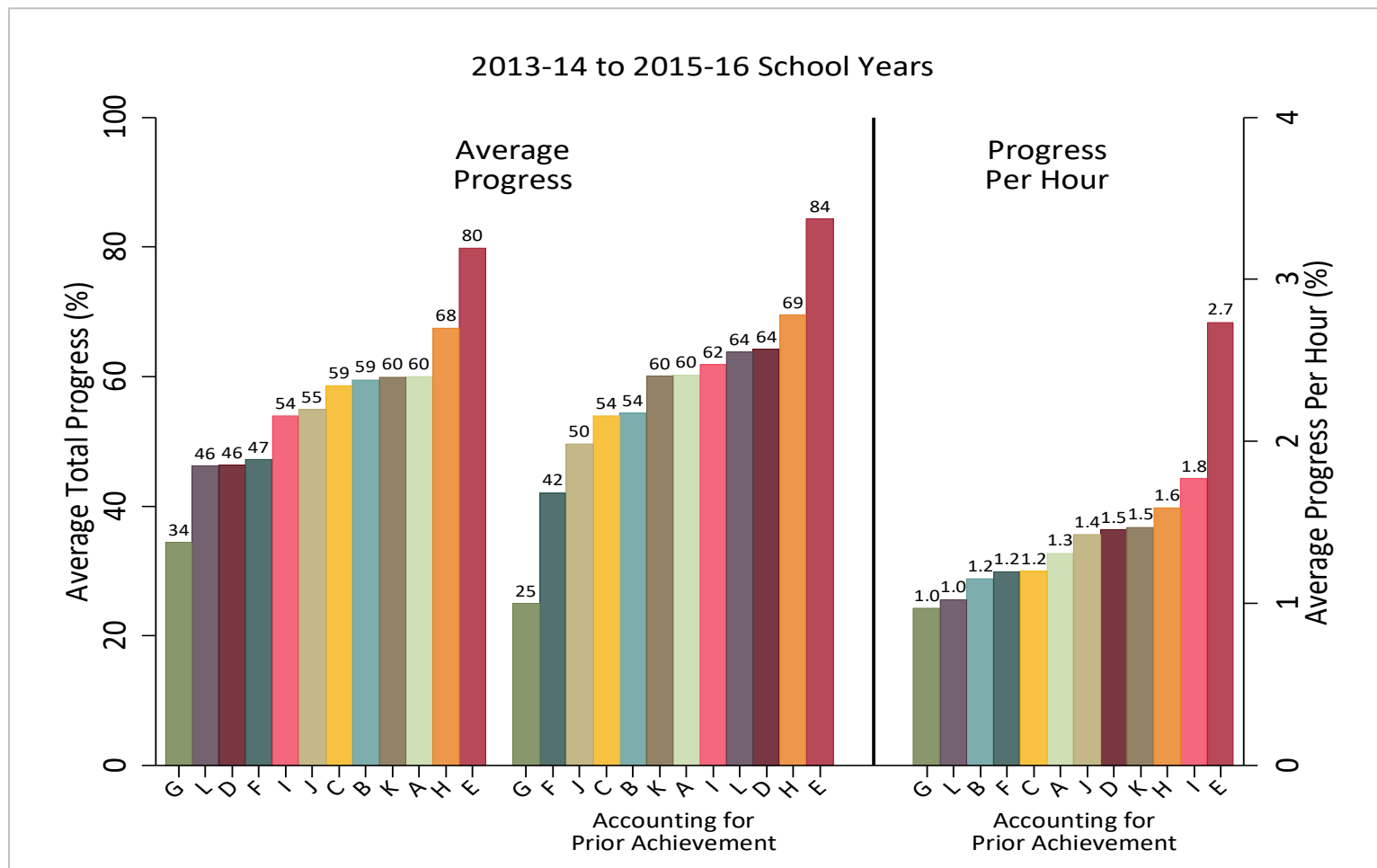


## Based upon these results partners made the following changes to the strategy mid-year.

Tweaks to the Strategy	Why
Use multiple weeks of data (instead of one week) to determine usage levels included in the emails	Some students and teachers could be wrongly designated as low users due to absences, etc.
Drop the names students	There appeared to be no effect of naming the students and the strategy warranted a deeper change.
Include resources to help teachers improve ST Math usage	Teachers reached out for support with using ST Math in response to the emails
Include celebratory language for high-using teachers	We found the emails had a negative impact on the usage of high-using teachers



We also looked at “efficiency,” a student’s progress per hour and partners’ results varied.



## There are both strengths and limitations of using quantitative implementation measures such as efficiency...

“Efficiency” Definition	Strengths and Limitations
<ul style="list-style-type: none"><li>• Many software measure some form of progress through the software and how many minutes the students logs.</li><li>• We calculate the amount of progress per hour on the software after adjusting for prior test score performance.</li></ul>	<p><b>Strengths</b></p> <ul style="list-style-type: none"><li>• Comparisons across and within LEAs (e.g., schools/classrooms) helps district officials to facilitate discussion on school context and potentially identify best practices for each site.</li><li>• Provides a proxy for how often student gets “stuck” on the software.</li><li>• It has an intuitive appeal, how productive is the student’s learning on the software?</li></ul> <p><b>Potential Limitations</b></p> <ul style="list-style-type: none"><li>• Depending on how the data are used, it could create perverse incentives.</li><li>• Not all software report a “progress-type” metric.</li></ul>

# 2017 PERSONALIZED LEARNING SUMMIT

## A LASTING LEGACY: WHAT'S NEXT IN PERSONALIZED LEARNING?



... KNOWLEDGE SHARING ... LESSONS LEARNED ... SUSTAINABILITY ... SCALING ...

# Connections: The Broader Personalized Learning Research Landscape and Implications for the Future

- John Pane, Senior Scientist, RAND Corporation
- Elizabeth Steiner, Policy Analyst, RAND Corporation
- Colleen McCann, Research Analyst, Center on Reinventing Public Education



## Relating RTT-D's work to broader research on personalized learning

John F. Pane & Elizabeth D. Steiner (RAND)

Colleen McCann (CRPE)

September 6, 2017

## Today's Talk

- 1 Background and Interpretation of Three RAND Studies
- 2 Student Achievement Study Methods, Limitations, and Key 2017 Findings
- 3 Implementation Study Methods, Limitations and Key 2017 Findings
- 4 Early Findings from CRPE's Study of Districts Implementing PL at Scale
- 5 Implications, Recommendations, Summary



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## Personalized Learning attempts to provide more individualized instruction to every student

### Typical Classrooms



20 to 30 students of similar age learn the same material at the same time

Pace is driven by grade-level standards, year-end tests, or keeping up with peers

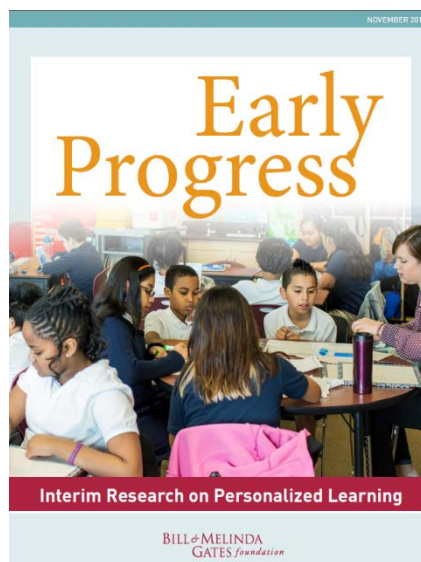
### Personalized Learning



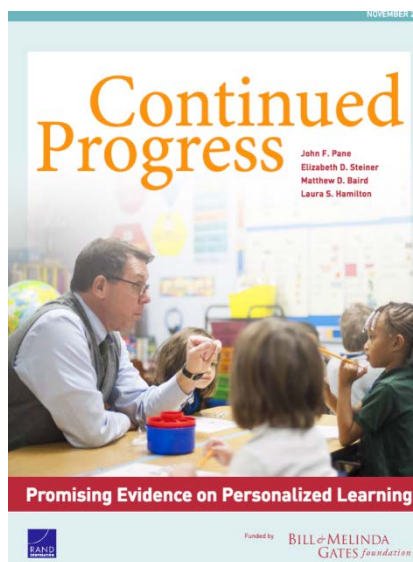
Each student works towards ambitious individualized goals

Instruction targets the student's current learning level and pace is driven by mastery of material

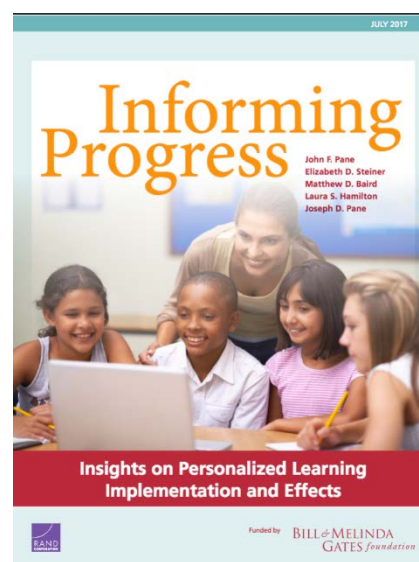
# To understand effects, the Bill and Melinda Gates Foundation engaged RAND to study schools implementing school-wide Personalized Learning



2014



2015

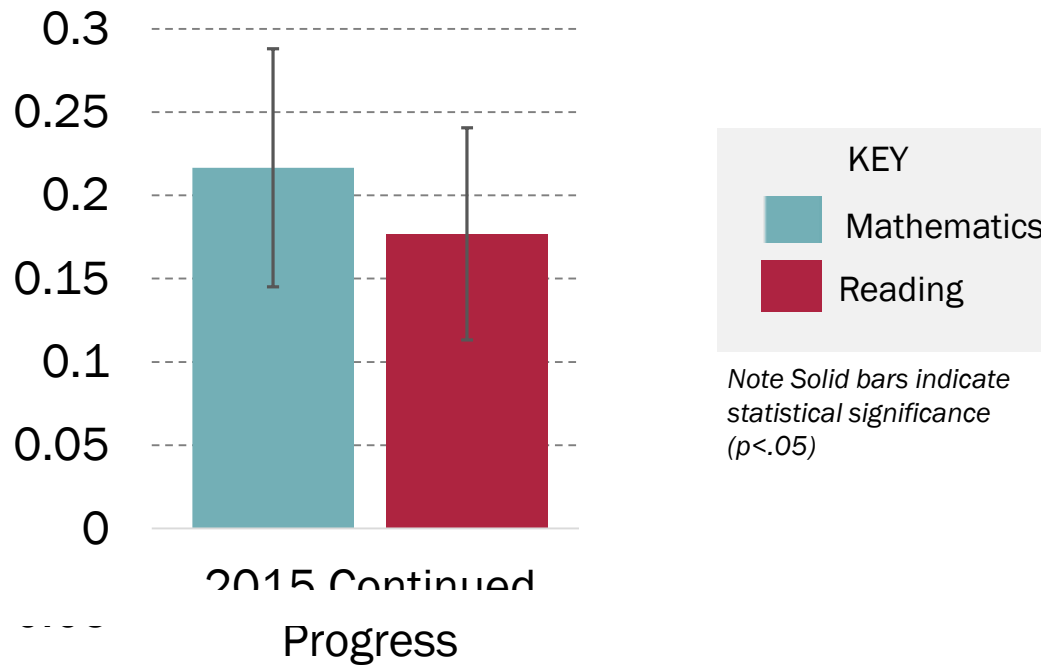


2017

# 2015 findings

## Strong positive effects on student achievement

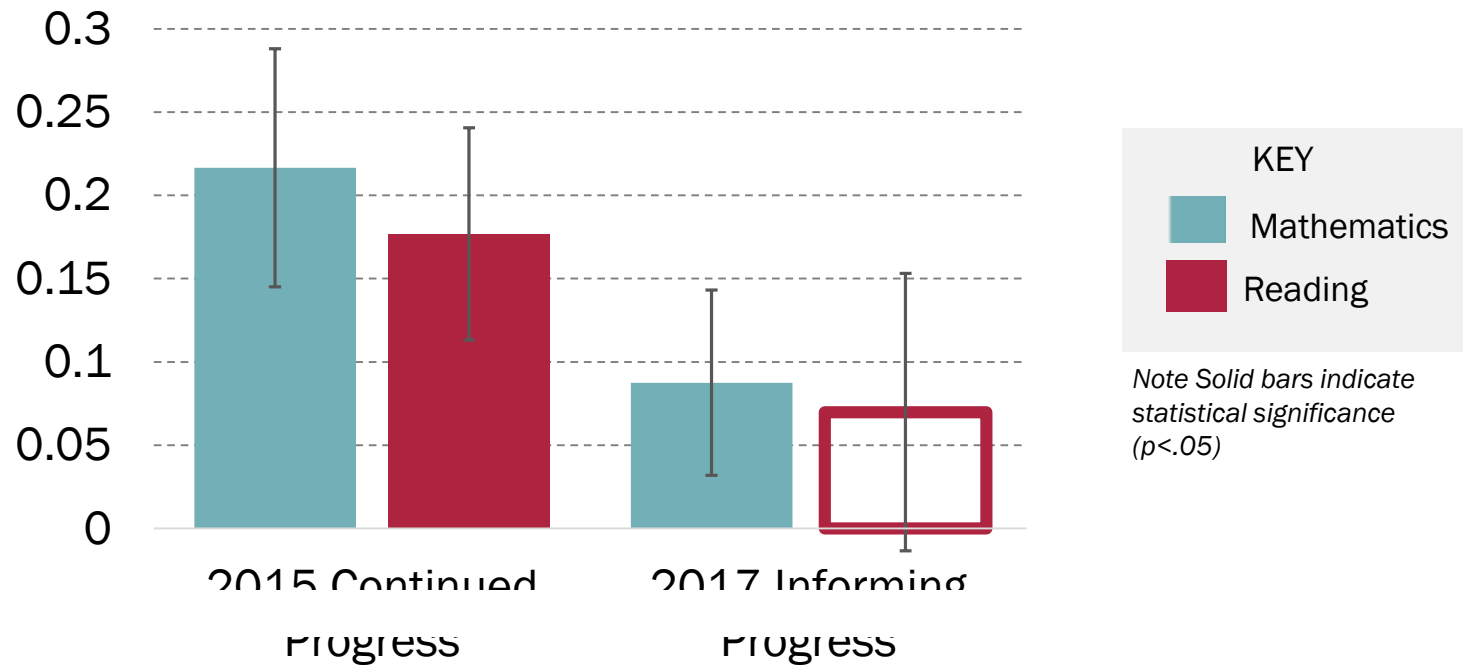
Fall 2014 to Spring 2015



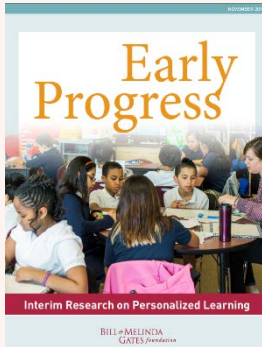
# 2017 findings

## More modest positive effects on student achievement

Fall 2014 to Spring 2015



# Differences in findings are partly due to differences in the study samples

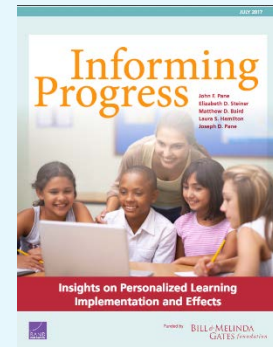


2014



2015

Charter networks that were pioneers in whole-school Personalized Learning were included  
Schools had at least 2 years of experience with Personalized Learning  
Mostly charter schools  
Mostly elementary schools



2017

More new adopters  
More 1<sup>st</sup>-year implementers  
Greater fraction of district-operated schools  
Mostly secondary schools

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## We focused on mathematics and reading scores



### Data Gathering

Results from online adaptive test



### Data Analysis

Matched comparison group research design

Effects over 1 academic year: fall 2014 to spring 2015



## We focused on mathematics and reading scores



### Data Gathering

Results from online adaptive test



### Data Analysis

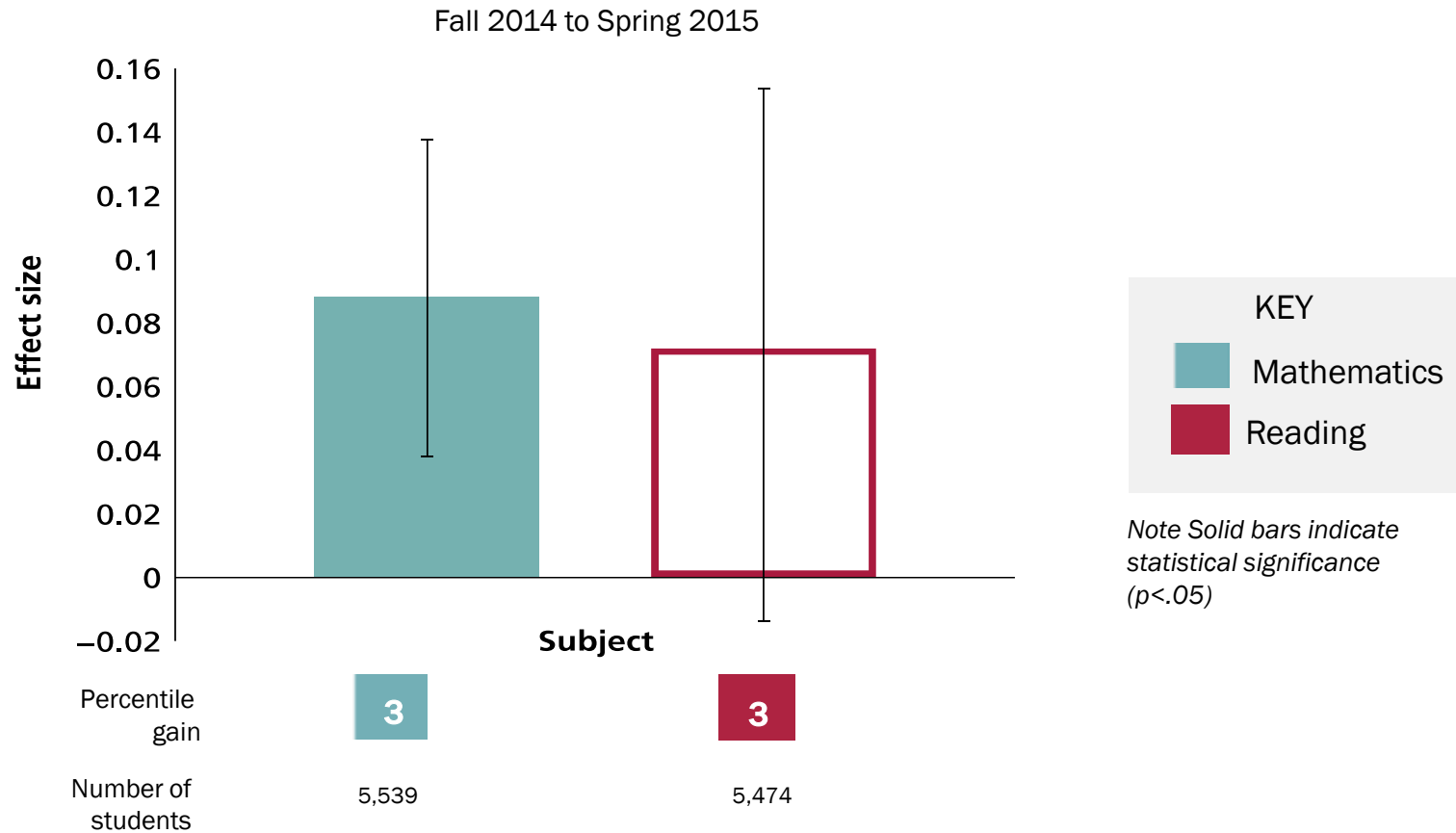
Matched comparison group research design

Effects over 1 academic year: fall 2014 to spring 2015

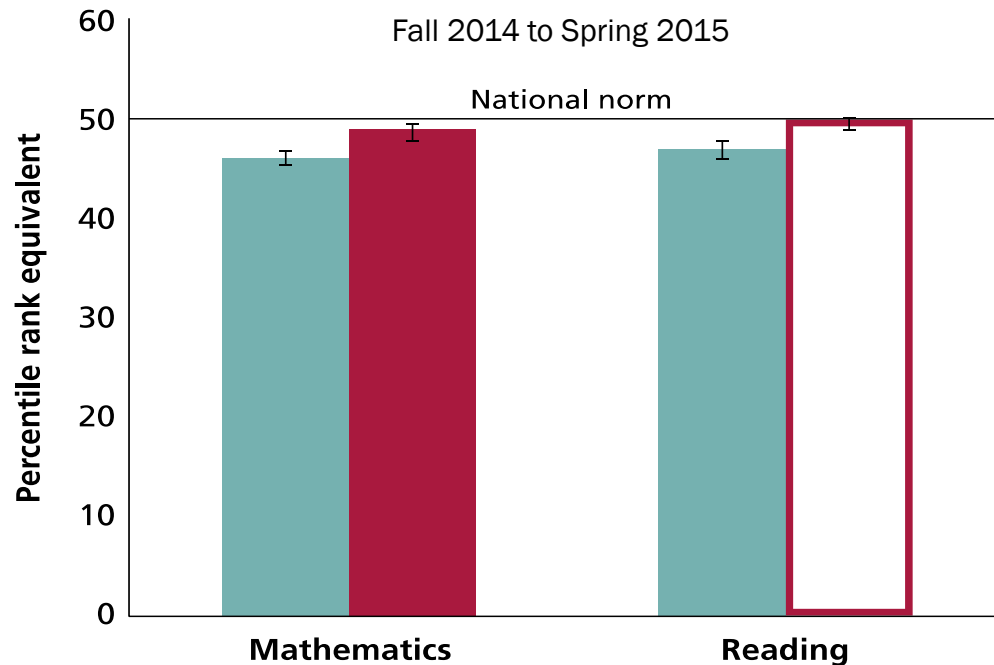
## Two significant limitations:

- Study does not capture other student outcomes that may be influenced by **personalized learning** (student dispositions, college and career readiness, etc.)
- Matched comparison group design can only provide evidence of “promise” and results must be confirmed with **more-rigorous experimental studies**

## Analyses showed positive effects for PL schools for the 2014-15 academic year

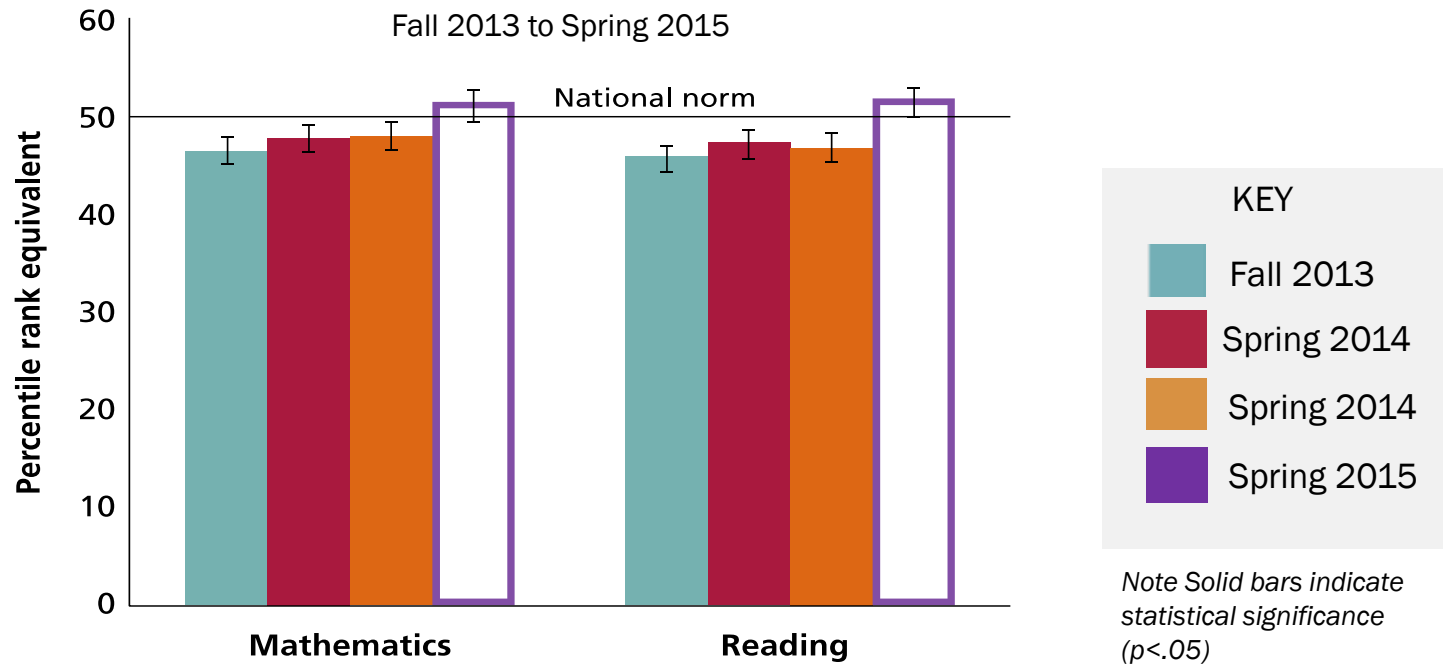


## Students started below national norms but approached them by the end of the year



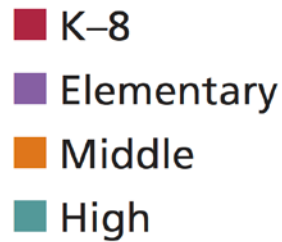
Note Solid bars indicate statistical significance ( $p < .05$ )

## There was cumulative growth in achievement over two years

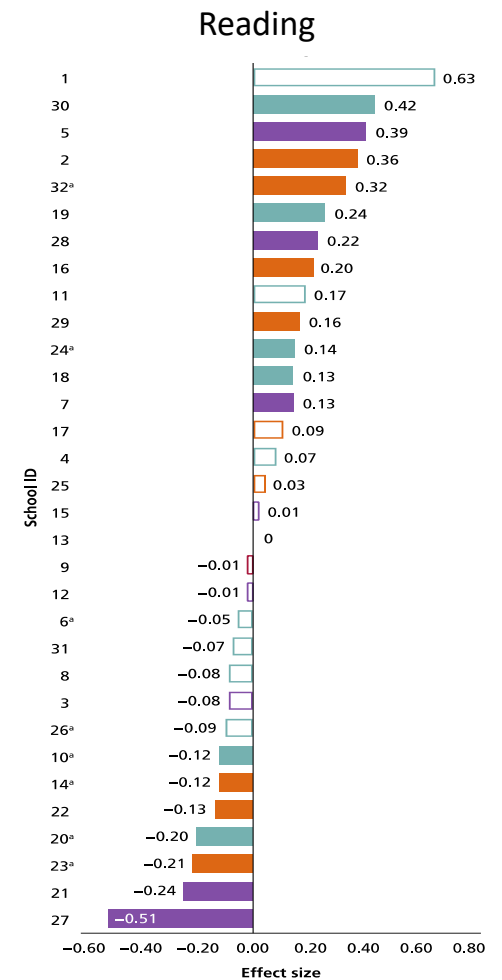
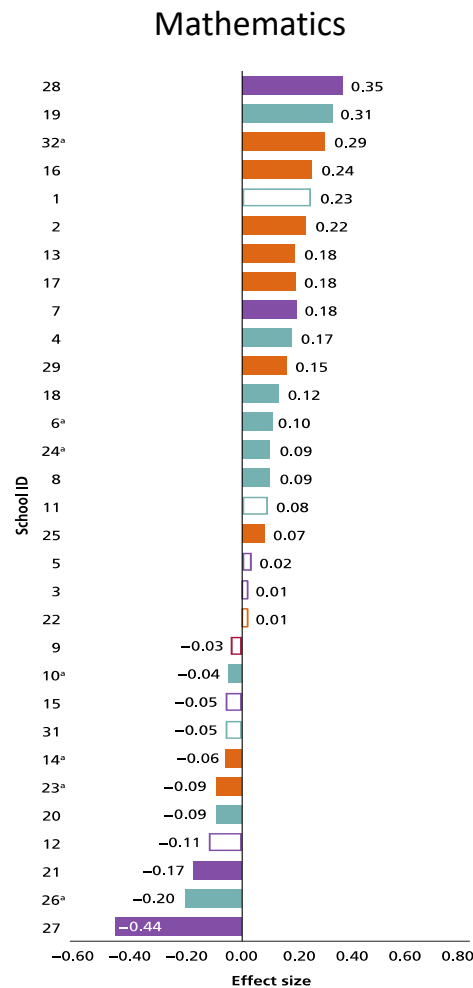


# Effect estimates varied widely by school

Treatment effect estimates for the 2014–15 academic year, by school

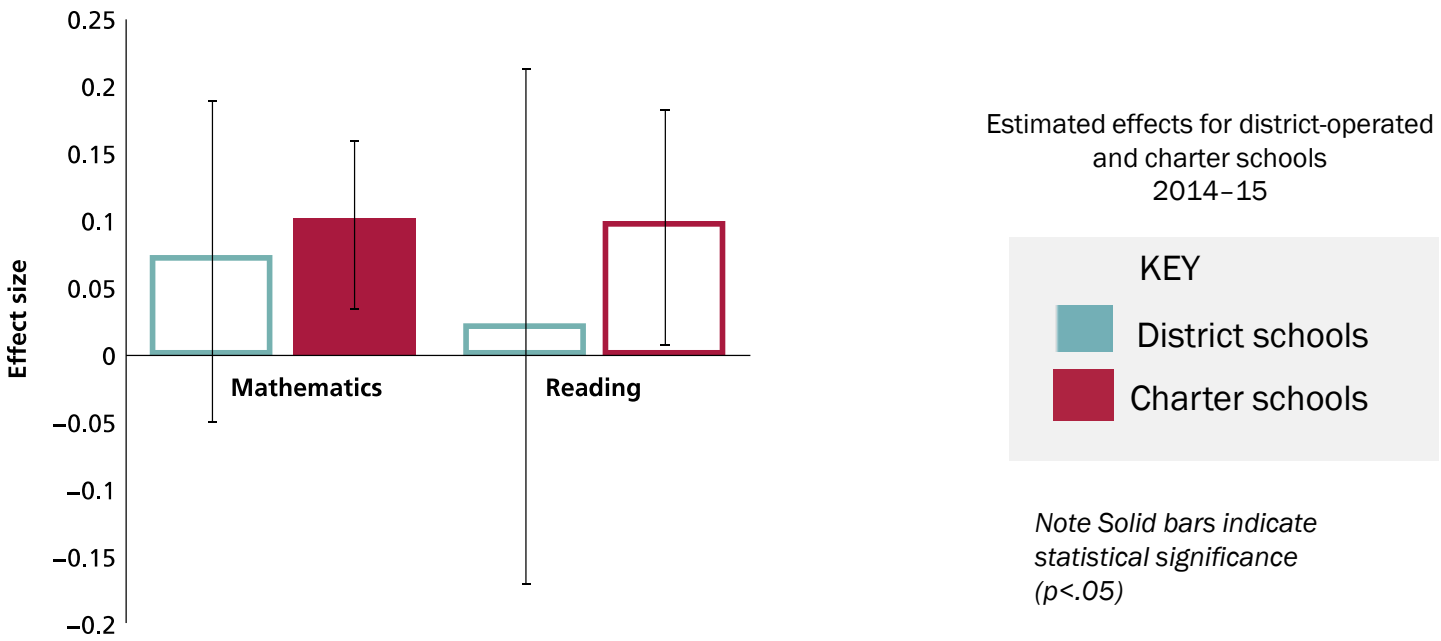


Note Solid bars indicate statistical significance ( $p < .05$ )





# In our sample, district-operated PL schools showed smaller gains than those operated as charter schools



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# We examined what was happening in Personalized Learning schools and how that differed from schools in a national sample



## Data Gathering

- Interviews with teachers and administrators
- Focus groups with students
- Classroom observations
- Surveys of teachers and students
  - Also administered to a national sample for comparison



## Data Preparation

- Weighted national survey results to reflect the Personalized Learning sample:
- Geographic locale (e.g., urban)
  - Grade level
  - Subject taught (by teachers)
  - Student gender



## Data Analysis

- Summarize responses across the Personalized Learning schools
- Examine how those responses differ from the national sample
- Explore how responses differ between district-operated and charter schools in our sample

# Teachers in Personalized Learning sample reported higher levels of implementation than teachers in the national sample



## More Time

One-on-one tutoring,  
coaching and support for learning



## Flexible Use of Resources

Staff, space, and time



## Up-to-Date Information

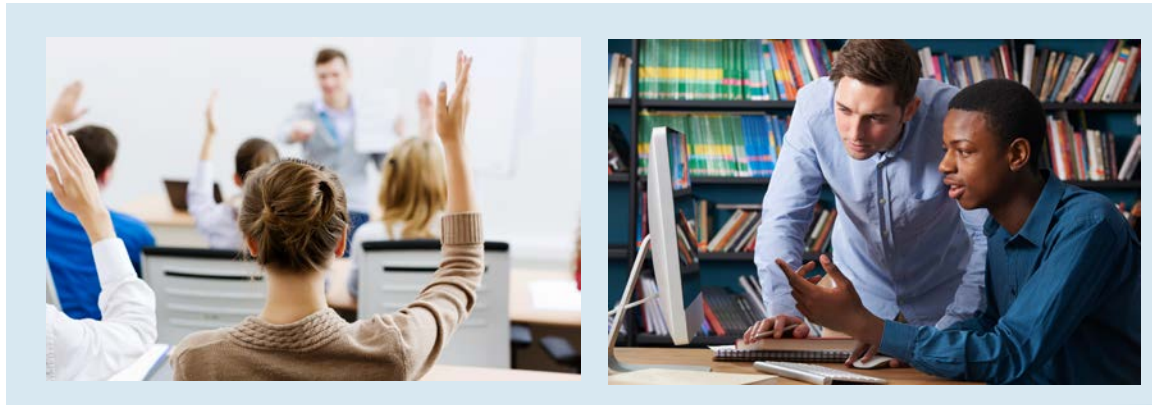
Using student data to  
personalize instruction and group  
students



## Competency-Based Practices

Students working at their own pace, mastering  
material before moving on, working on different  
topics or skills at the same time

## Some aspects of implementation looked similar in Personalized Learning and other schools nationally



How often students discussed learning progress and goals with their teachers

Rates of keeping up-to-date documentation of student strengths, weaknesses, and goals

Low levels of student choice of topics and materials

Instruction tailored for individual student needs

## Charters had generally higher levels of implementation although district schools were higher in some areas

### Charter Schools

- Adapting course content to meet students' needs
- Small-group instruction for larger portions of the lesson
- More extensive use of competency-based practices
- Incorporation of more technology into instruction and fewer obstacles to doing so
- More positive perceptions on school environment
- Less likely to report that student-related factors, such as discipline, were major obstacles to Personalized Learning

### District Schools

- More-comprehensive learner profiles
- Changing student groupings more frequently

## Three major challenges related to Personalized Learning implementation



Time needed to develop personalized lessons



Poor integration of data systems



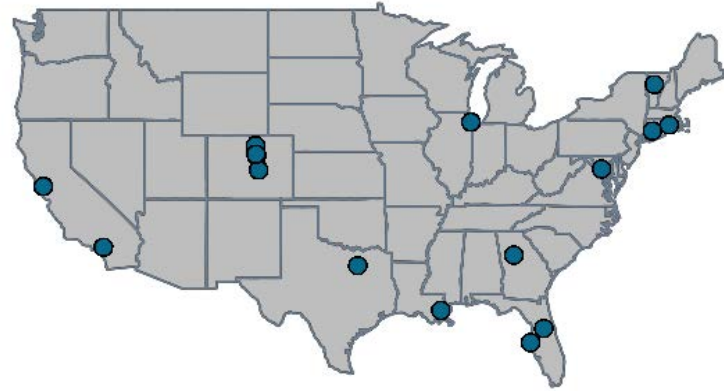
Tension between meeting grade-level standards and competency-based practices



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## CRPE's Study: What does PL demand of teachers, school leaders, and systems?



- 3 visits to 35 schools in 17 localities
- 450+ interviews, 250+ educators interviewed, 110+ classrooms observed
- Focus groups with 180+ students
- Surveys of teachers and principals
- Resource allocation analysis (two districts)

## High levels of enthusiasm but haphazard execution

- Teachers are excited about PL... but struggled to translate it into practice
  - Superficial changes
  - Few fundamentally shifted away from teacher-directed instruction
- School leaders said a lot of the right words... but struggled to articulate a clear vision, strategy, and set of goals for PL in their school
  - Buzzwords over substance
  - Delegation to classroom level

## Confusion about “the work”

Are we:

Designing something new...

or

Adopting and adapting something known?

## Designing and Adopting Requires Different Work

	Designing	Adopting and adapting
<b>Expectations</b>	<ul style="list-style-type: none"> <li>● Understanding of the problem to be solved</li> <li>● Shared vision for the goals</li> </ul>	<ul style="list-style-type: none"> <li>● Understanding of the problem</li> <li>● Buy-in for the adopted practice</li> <li>● Commitment to adoption before adaptation</li> </ul>
<b>Processes for learning &amp; continuous improvement</b>	<ul style="list-style-type: none"> <li>● Openness to failure</li> <li>● Opportunity to test ideas</li> <li>● Strategy for testing, evaluating and iterating</li> </ul>	<ul style="list-style-type: none"> <li>● PD on the new practice</li> <li>● Strategies to monitor implementation and measure impact</li> <li>● Opportunity to reflect prior to adaptation</li> </ul>

## The Consequences of Confusion

### What we saw:

#### Designing

- Principals delegating vision & goals to teachers, leading to fragmentation
- Teachers working hard in isolation -- duplicative work, inefficient supports
- Failure to effectively use data

### What we saw:

#### Adapting and adopting

- Cherry-picking -- leaving out essential components
- Throwing it all out instead of tweaking
- Failure to effectively use data

## Today's Talk

- 1 Background and Interpretation of Three RAND Studies
- 2 Student Achievement Study Methods, Limitations, and Key 2017 Findings
- 3 Implementation Study Methods, Limitations and Key 2017 Findings
- 4 Early Findings from CRPE's Study of Districts Implementing PL at Scale
- 5 Implications, Recommendations, Summary

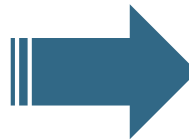


## Many Personalized Learning practices are relatively common nationally, which makes it difficult to clearly identify what makes a “PL” school



### In Theory

Personalized Learning is very different from the instructional approaches that have been typical in K–12 U.S. schools

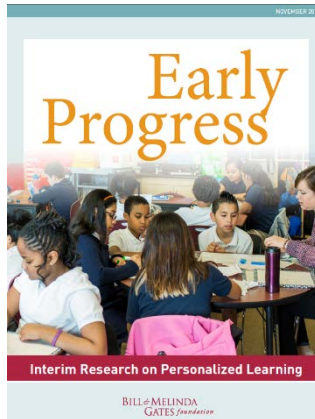


### In Practice

All schools in our study were implementing Personalized Learning approaches to a varying degree, with none of the schools looking radically different from other schools nationally

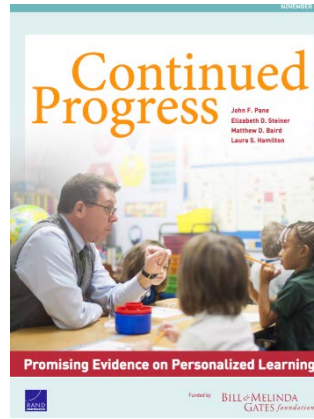
Why? Many schools are trying various combinations of strategies and features; Personalized Learning schools are relatively new; and there are external constraints (e.g., state or district policies) in some cases

## Positive effects on student achievement may not occur quickly or in all contexts

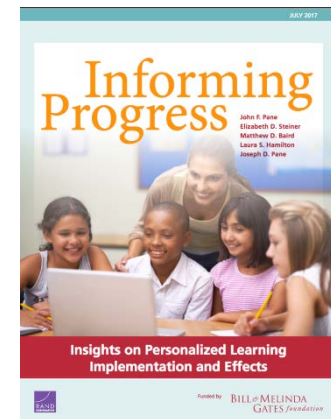


2014

These reports found statistically significant positive effects in mathematics and reading, focused on a sample of 62 schools with at least two years' experience implementing PL and including many pioneers of the concept



2015



2017

This report found more modest effects in schools less experienced at implementing PL

As Personalized Learning strategies become more widely used and studied, it is possible that not all schools will see gains as large as those in the samples examined

## The way forward: define the work, not just the terminology, and align supports

- Don't get hung up on definitional problems of PL
- Get clear on goals for PL and build a theory of action
- Figure out the problem you're trying to solve
- Determine in what areas to design or adapt and why
- Align strategy and supports accordingly

# Recommendations

State and district policymakers

Implementers at the district  
and school levels

Funders

## Enable flexibility

- . In policies related to course progressions
- . Allow school staff to have autonomy to
- . design school schedules to support PL
- . Enable schools to hire staffs that are the best fit for the school

Ensure that accountability policies value growth and other metrics of student success

Look to early adopters of PL for examples of large-scale policy change

Revise grading policies to incorporate competency-based approaches, and clearly communicate these approaches to students, families, employers, and postsecondary education institutions

## Recommendations

State and district policymakers

Implementers at the district  
and school levels

Funders

Provide teachers with the resources and time to pilot new instructional approaches and gather evidence of how well they work

Provide teachers with time and resources to collaborate on developing curriculum and on reviewing and scoring student work

Participate in experimental research if your implementation plan can support it

- Half of eligible schools delay participation for two or more years (chosen randomly)
- Measures of student outcomes must be appropriate for both the personalized learning and the hold-out schools (may be a particular challenge if adopting competency/mastery based assessment)



## Recommendations

State and district policymakers

Implementers at the district  
and school levels

Funders

Direct funding to technology developers who will work with teachers and curriculum experts to design technology-based curriculum materials and data systems that will support Personalized Learning practices

Allocate funding for research that includes stronger experimental designs and that systematically tests specific Personalized Learning strategies

## In summary...



Personalized Learning appears to be promising for improving student achievement



Full implementation of Personalized Learning is a major change to ordinary operations of schools



Full effects of Personalized Learning may take some time to emerge



Personalized Learning may not be effective at all if it is inhibited by contextual factors



# Discussion



**RAND report available at:  
[rand.org/t/RR2042](https://rand.org/t/RR2042)**

# 2017 PERSONALIZED LEARNING SUMMIT

## A LASTING LEGACY: WHAT'S NEXT IN PERSONALIZED LEARNING?

••• KNOWLEDGE SHARING ••• LESSONS LEARNED ••• SUSTAINABILITY ••• SCALING •••



# Problems of Practice

# Problems of Practice

1. Metrics – what to measure (*Facilitator: Ethan*)
2. Change evidence into action – knowing how to intervene based on data (*Facilitator: Bi*)
3. Implementation vs innovation – what supports are needed (*Co-Facilitators: Colleen, Elizabeth*)
4. Research-practice partnerships (*Facilitator: Ila*)
5. “Buying time” to solidify evidence in a context of unstable policy/funding conditions (*Facilitator: Jayne*)

# Problems of Practice: Report Out

Imagine that you are in front of key partners who have the resources to help or sink your proposed solution to your problem of practice. In 5 mins or less, convince them as to why they should get behind your idea.

1. Metrics (*Facilitator: Ethan*)
2. Evidence into action (*Facilitator: Bi*)
3. Implementation vs innovation (*Co-Facilitators: Colleen, Elizabeth*)
4. Research-practice partnerships (*Facilitator: Ila*)
5. “Buying time” in unstable policy/funding conditions (*Facilitator: Jayne*)

# 2017 PERSONALIZED LEARNING SUMMIT

## A LASTING LEGACY: WHAT'S NEXT IN PERSONALIZED LEARNING?

••• KNOWLEDGE SHARING ••• LESSONS LEARNED ••• SUSTAINABILITY ••• SCALING •••



## Closing

- **Andrea Browning**, Team Lead, Race to the Top–District Program, Office of Innovation and Improvement, U.S. Department of Education

# **RACE TO THE TOP-DISTRICT**

## **2017 PERSONALIZED LEARNING SUMMIT**



Claudia Del Toro-Aguiano, Curriculum Director | Karen Schauer Ed.D., Superintendent  
Lois Yount, Principal Coach | Jennifer Collier, Extended Learning Supervisor

**Betsy DeVos, Secretary 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

<b>Meeting Date:</b> 9/27/17	<b>Agenda Item:</b> Additional Reports
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> <b>Information Item:</b> XX
1. 2017-18 School Fundraisers	



Galt Joint Union Elementary School District  
**2017-18 School Fundraisers**

**Fairsite School Readiness Center**

September

- Popcorn Palace Sales: School-wide use

October

- Scholastic Book Fair: School-wide use

February

- Little Cesar’s Pizza Sales: School-wide use

March

- Scholastic Book Fair: School-wide use

**McCaffrey Middle School**

September

- MoMo Fundraisers: ASB Frozen Items and Popcorn

February

- Chocolate Sales: Band and Choir

March

- Chocolate Sales: Band and Choir

**Greer Elementary School**

September

- Movie Night Food Sales: Science Camp and school wide use.
- 4th Grade Bracelet Fall Fundraiser (Service Learning): Intermediate Playground Buddy Bench

October

- Fall Festival: School-wide use
- 4th Grade Bracelet Fall Fundraiser (Service Learning) - for Intermediate Playground Buddy Bench

November

- Book Fair for BFLC
- 4th Grade Bracelet Fall Fundraiser (Service Learning): Intermediate Playground Buddy Bench

January

- Movie Night Food Sales: Science Camp and school wide use.

March

- Jog-a-thon: School-wide use

April

- Movie Night Food Sales: Science Camp and school wide use.

May

- Book Fair for BFLC

**River Oaks Elementary School**

September

- PTA Bubble Run: School-wide use
- PTA Memberships: School-wide use
- School Spirit Wear: School-wide use

October:

- PTA Fall Festival: School-wide use
- PTA Memberships: School-wide use
- Chocolate Candy Fundraiser: Science Camp
- Book Fair for Bright Future Learning Center-for books: School-wide use

November:

- School Spirit Wear: School-wide use
- PTA Movie Night: School-wide use

December:

- PTA Holiday Store (no profit)
- Santa Grams: Student Council

January:

- Family Candy Bar Bingo Night: School-wide use

February

- PTA Movie Night: School-wide use

March:

- Family Dance: School-wide use

May:

- Mexican Dinner: School-wide use

**Lake Canyon Elementary School**

August

- Mountain Mikes Pizza Fundraiser: PTA

October

- Mismatched Mile Jog-a-thon Fundraiser: PTA

April

- Spring Carnival: PTA

June

- Color Run: School-wide use

**Marengo Ranch Elementary School**

September

- Jog-a-thon Fundraiser: School-wide use

November

- Popcorn Sales: School-wide use

**Valley Oaks Elementary School**

- Spirit Wear: School-wide use
- Jamba Juice Cards: School-wide use
- Popcornopolis: PTO and Sly Park
- Spaghetti Dinner: School-wide use
- Movie Nights: School-wide use
- Pancake Breakfast: Sly Park
- Holiday Store: School-wide use
- Bingo/Lottery Night: School-wide use
- Children’s Day Events: School-wide use
- Book Fair: School-wide use
- Jog-a-thon: School-wide use

*\* Ongoing Fundraiser Programs may include Raley’s Quality of Life Card, Target Rewards, General Mills Box Tops for Education, E-Scrip, Popsicles every Friday and Pencil Machines, Real World Scholars (RWS)*



## Galt Joint Union Elementary School District

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### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 9/27/17	<b>Agenda Item:</b> Board Discussion
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> <b>Information Item:</b> XX

Board members will discuss possible conference attendance. District funding is available, should there be interest.

- 1. California School Boards Association (CSBA) Annual Education Conference**  
CSBA's Annual Education Conference and Trade Show will be held in San Diego, CA, Thursday, November 30 through Saturday, December 2, 2017.
- 2. National School Boards Association (NSBA) Annual Education Conference**  
NSBA's Annual Education Conference and Exposition will be held in San Antonio, TX, Saturday, April 7 through Monday, April 9, 2018.

# CSBA's Annual Education Conference

November 30 – December 2, 2017 in San Diego, CA

## Schedule-at-a-Glance

### Pre-Conference:

- Orientation for New Trustees
- Legal Symposium
- Board Presidents Workshop

### Thursday, November 30

8:30 – 9:45 a.m.	Sessions
10:00 – 11:15 a.m.	Sessions
9:00 a.m. – 1:30 p.m.	Trade Show Hours
Noon – 1:15 p.m.	Luncheons
1:30 – 3:15 p.m.	First General Session
1:30 – 5:15 p.m.	Student Board Member Program
2:30 – 5:00 p.m.	Trade Show Hours & Prize Drawing
4:00 – 5:15 p.m.	Sessions

### Friday, December 1

7:00 – 8:15 a.m.	Breakfasts
7:30 – 5:15 p.m.	Executive Assistants Program
8:30 – 3:45 p.m.	Student Board Member Program
8:30 – 9:45 a.m.	Sessions & Table Talks
10:00 – 11:15 a.m.	Sessions & Table Talks
9:00 a.m. - 1:30 p.m.	Trade Show Hours
Noon – 1:15 p.m.	Luncheons
1:30 – 3:15 p.m.	Second General Session
2:30 – 4:30 p.m.	Trade Show Hours & Prize Drawing
4:00 – 5:15 p.m.	Sessions

### Saturday, December 2

7:00 – 8:15 a.m.	Breakfasts
8:30 – 9:45 a.m.	Sessions
10:00 – Noon	Third General Session

# NSBA's 78<sup>th</sup> Annual Conference

April 7-9, 2018 in San Antonio, TX

## Focus Areas and Workshop Sessions



### Advocacy

Shape the debate. Learn about current national topics that are affecting education leaders and impacting local control and governance.



### Governance and Executive Leadership

Effective leadership skills are necessary to transform public education. Learn how to align resources to achieve district standards and priorities and understand education reform.



### Innovations in District Management

Learn how to deal with economic challenges, manage local bond initiatives, and deal with hot topics, such as common core standards and data-driven decisions.



### Master Class

Change leaders in education share how innovative approaches and unique leadership styles can improve student achievement.



### New School Board Member Workshops

Essential training to help new board members hone their leadership skills and give others a chance to refresh their knowledge while networking with colleagues from across the country.



### School Board/Superintendent Partnerships

Learn the different roles and responsibilities of the board and superintendents, and how to collaborate and develop long-term successful relationships inside and outside the system.



### Student Achievement and Accountability

Understand the factors which set conditions to optimize teaching and learning, narrow, or eliminate the achievement gap, accountability, and continuous improvement within a system.



### Study Halls

Participate in an interactive 30-minute upload of the latest knowledge on hot topics, lead by experts and their school district clients.



### Technology + Learning Solutions

Hands-on sessions, workshops, and site visits on how technology is transforming school districts with relevant knowledge for technology directors, administrators, and board members.



## Galt Joint Union Elementary School District

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

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 9/27/17	<b>Agenda Item:</b> 171.824 Consent Calendar
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> XX <b>Information Item:</b>
<p>a. Approval of the Agenda</p> <p>b. Minutes: July 26, 2017 Regular Board Meeting</p> <p>c. Payment of Warrants: <u>Vendor Warrant Numbers:</u> 18360622-18360594; 18361553 -18361606; 18362736-18362825; 363758-363796; 364871-364952 <u>Certificated/Classified Payrolls Dated:</u> 8/31/17, 9/8/17, 9/15/17</p> <p>d. Personnel</p> <ol style="list-style-type: none"><li>1. Resignations/Retirement</li><li>2. Leave of Absence Requests</li><li>3. New Hires</li></ol> <p>e. 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, August 23, 2017**  
Galt City Hall Chambers  
380 Civic Drive, Galt, CA 95632

**Board Members Present**

Kevin Papineau  
John Gordon  
Grace Malson  
Matthew Felix  
Wesley Cagle- absent

Karen Schauer  
Thomas Barentson  
Lois Yount  
Jamie Hughes  
Ron Rammer

**Administrators Present**

Claudia Del Toro-Anguiano  
Donna Mayo-Whitlock  
Jennifer Porter  
Stephanie Simonich  
David Nelson  
Judith Hayes

**MINUTES**

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

**Closed Session** was called to order at 6:33 p.m. by Kevin Papineau.

Grace Malson entered closed session at 6:43 p.m.

1. STUDENT MATTER, Education Code §35146, 48918(c),
  - Expulsion Readmission Case #16/17-01
2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957
3. 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

**B.** **Closed Session Adjourned** at 7:02 p.m. The open meeting was called to order at 7:10 p.m. by Kevin Papineau followed by the flag salute. He announced no action taken in closed session.

**C.** **Public Comments**

1. Ann Seagraves addressed the board regarding Instructional Assistants (IA's) and Bilingual Instructional Assistants (BIA) compensation.
2. Andrea Johnson addressed the board regarding Special Education processes and procedures.

## D. Reports

### 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 historical district-wide employee meeting with California State University Sacramento (CSUS) leader, Dr. Francis James "Jim" Dragna on August 14, 2017. Dr. Dragna addressed employees to convey the power and implications of GJUESD personalized learning efforts from cradle to career.

Dr. Schauer indicated the district is sharing efforts at the regional and national level. She shared a graphic created for the upcoming Race To The Top-District 2017 Personalized Learning Summit. She indicated the district will have an opportunity to tell GJUESD's story. The district's four goal areas support learners cradle to career by using multiple measures to determine what works in a "small but mighty district in a Great American Little Town."

Dr. Schauer reported that Gene Palazzo and Elizabeth Kauffman attended this district-wide employee meeting and the Sacramento Education Cable Consortium (SECC) is working on a session video production to tell the GJUESD "story" for a variety of district uses.

Kevin Papineau stated that we learned from the first RTT-D conference that the purpose of this grant was to pilot new programs and to share our efforts with other district's so everyone can learn what is working and what is not.

### LCAP GOAL 4

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

1. Tom Barentson reported on facilities and Measure K. He shared site diagrams for Greer and Valley Oaks Elementary schools describing the work that is being completed and the potential of these schools.

Mr. Barentson shared an estimated funding per school matrix. He indicated projects will be multi funded, utilizing Measure K bond funds, Proposition 39 Clean Energy Act, JPA funds, Developer Fees, and Proposition 51 State Facilities matching funds.

## E. Recommended Actions

### 1. Routine Matters/New Business

- 171.815 John Gordon removed item h from the consent calendar, Out-of-State Conference Attendance: RTT-D Personalized Learning Summit.

A motion was made by John Gordon to approve all other items on the Consent Calendar, seconded by Grace Malson and unanimously carried.

- a. Approval of the Agenda
- b. Minutes: July 26, 2017
- c. Payment of Warrants  
Certificated/Classified Payrolls Dated: 7/21/17, 7/31/17, 8/10/17  
Vendor Warrant Numbers: 18356317–18356365; 18357027–18357099;  
18358171–18358243; 18358894–18358985; 18359774–18359818



- d. Personnel
  - 1. Resignations/Retirement
  - 2. Leave of Absence Requests
  - 3. New Hires
- e. Donations
- f. Surplus Textbooks and Equipment
- g. Resolution #4: 2017-18 Prekindergarten And Family Literacy Program #CPKS-7072
- h. Out-of-State Conference Attendance: RTT-D Personalized Learning Summit
- i. Non Public School Contracts:
  - 1. Bizzi Bodies Children's Therapy
  - 2. Capitol Autism Services
  - 3. Children's Choice for Hearing & Talking (CCHAT) – Public School
  - 4. Children's Choice for Hearing & Talking (CCHAT) – Public Agency
  - 5. Learning Solutions Kids, Inc.
  - 6. Lodi Children's Therapy
  - 7. North Valley School (A Division of Treatment Centers, Inc.)
  - 8. Point Quest Education

171.816 Consent Calendar (Continued) – Items Removed for Later Consideration **CC Items Removed**

John Gordon requested more detailed information related to item h: Out-of-State Conference Attendance: RTT-D Personalized Learning Summit.

Karen Schauer stated this is the final convening of Race to the Top-District grantees. It is an opportunity to share progress and disseminate our work while strengthening and gaining new partnerships. She indicated that as a grant recipient, participation is encouraged.

A motion was made by John Gordon to approve Out-of-State-Conference Attendance to the Race To The Top-District 2017 Personalized Learning Summit for Karen Schauer, Claudia Del Toro-Anguiano, Lois Yount and Jennifer Collier, seconded by Matthew Felix and unanimously carried.

171.817 A motion was made by Kevin Papineau to approve Student Expulsion Readmission Case #16/17-01, seconded by John Gordon and unanimously approved. **Student Matter**

171.818 A motion was made by Grace Malson to approve 2016-17 Unaudited Actuals and 2017-18 Budget Revisions, seconded by John Gordon and unanimously approved. **Unaudited Actuals**

- |         |   |                                   |
|---------|---|-----------------------------------|
| 171.819 | A motion was made by Kevin Papineau to approve Resolution #3 Ordering The Layoff of Classified Employees, seconded by John Gordon and unanimously approved.   | <b>Res 3 Layoff<br/>Class Emp</b> |
| 171.820 | A motion was made by John Gordon to approve SchoolWorks, Inc. Agreement, seconded by Matthew Felix and unanimously carried.   | <b>SchoolWorks</b>                |
| 171.821 | A motion was made by Grace Malson to approve Board Policy/Administrative Regulation 5141.2 Suicide Prevention, seconded by Matthew Felix and unanimously carried.   | <b>BP/AR 5141.2</b>               |
| 171.822 | A motion was made by Kevin Papineau to approve After School Education and Safety Program Memorandum of Understanding Between GJUESD and the City of Galt for the 2017-18 School Year at the Following Schools:<br><ol style="list-style-type: none"> <li>1. Vernon E. Greer Elementary School</li> <li>2. Valley Oaks Elementary School</li> <li>3. Robert L. McCaffrey Middle School</li> </ol> Seconded by John Gordon and unanimously carried. | <b>ASES MOU</b>                   |
| 171.823 | Nomination to the California School Boards Association (CSBA) Directors-at-Large, African American, American Indian, and County did not carry due to lack of a motion.  | <b>CSBA Dir At<br/>Large</b>      |

**F. Pending Agenda Items**

1. School Furniture Analysis and Pilot Programs
2. Governance Team Continuous Improvement

**G. Adjournment**

The meeting adjourned at 8:15 p.m.

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Grace Malson, Clerk

---

Date



## CONSENT CALENDAR

### Human Resources

Recommend approval of the following:

#### Resignations/Retirements

Name	Position	Effective Date	Site
Juan Cota	Substitute Custodian	09/05/2017	
Mary Lemire	Instructional Assistant	08/25/2017	Lake Canyon
Aurora Maciel	Yard Supervisor	09/06/2017	Marengo
Sharon Maple	Food Service	11/01/2017	Greer
Joni Miller	Yard Supervisor	08/17/2017	Lake Canyon
Sarah Stratton	Instructional Assistant	08/21/2017	Lake Canyon
Shuntaay Vandyke	Behavior Management Technician	08/31/2017	Marengo
Janel Villalpando	Substitute Teacher	09/05/2017	

#### Leave of Absence Requests

Name	Position	Effective Date	Site
Nicole Brewer	ASES Academic Coordinator	10/31/2017-12/15/17	McCaffrey
Kathleen Jauregui	Instructional Assistant	09/12/2017-12/12/17	McCaffrey
Ingrý Mendoza	Instructional Assistant	09/27/2017-1/27/18	McCaffrey
Patricia Nelson	Teacher	08/25/2017-10/3/17	Valley Oaks
Melody Swars	Teacher	10/17/2017-2/2/18	River Oaks

#### New Hires

Name	Position	Site
Kayla Baum	Substitute Teacher	
Nicholas Bauanen	ASES Instructional Assistant	McCaffrey
Sabrina Burch	ASES Instructional Assistant	Valley Oaks
Arianna Carbajal	Substitute Teacher	

Human Resources

Page 2

Julie Chapman	Substitute Teacher	
Diana Evans	Classified Substitute	
Maria Fernandez	Speech Teacher	Fairsite
Maria Gutierrez	Classified Substitute	
Sandra Henry	Substitute Teacher	
Alondra Jauregui	ASES Instructional Assistant	Valley Oaks
Leticia Krenz	Bus Driver	Transportation
Natalie Loduca	Substitute Teacher	
Tiffany Lourence	Teacher	Valley Oaks
Amanda Narasky	Yard Supervisor	Greer
Joseph Raboy	Substitute Teacher	
Diana Rivera	Yard Supervisor	Greer
Annette Robinson	Substitute Teacher	
Shelby Rosewall	Substitute Teacher	
Megan Slater	Music Teacher	Greer
Makayla Wills	Yard Supervisor	Greer



## CONSENT CALENDAR

### Donations

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#### Lake Canyon

- Jon Adams donated \$260.00 through the PG&E YourCause program towards site use
- Rachel Adams donated \$260.00 through the PG&E YourCause program towards site use
- Katie Sickels donated \$872.16 through the PG&E YourCause program towards site use
- Raley's donated \$199.90 towards site use
- The Kula Foundation made a monetary donation towards site use
- Walmart Giving Grant awarded to Merlene Pacheco's classroom in the amount of \$2500.00 for technology tools

#### Marengo Ranch

- The Kula Foundation made a monetary donation towards site use

#### McCaffrey

- Raley's donated \$130.72 towards site use

#### GALEP

- Madison Blank donated \$100.00 on behalf of Girl Scout Troop 3819
- Donna Hampton-Massey donated \$150.00



## Galt Joint Union Elementary School District

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

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 9/27/17	<b>Agenda Item:</b> 171.825 Consent Calendar (continued)- Items Removed For Later Consideration
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> XX <b>Information Item:</b>

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



**Galt Joint Union Elementary School District**

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

**Board Meeting Agenda Item Information**

<b>Meeting Date:</b> 9/27/17	<b>Agenda Item: 171.826</b> Public Hearing Regarding the Sufficiency of Instructional Materials and Determination through a Resolution Whether Each Student has Sufficient Textbooks and Instructional Materials Pursuant to Education Code 60119
<b>Presenter:</b> Claudia Del Toro-Anguiano	<b>Action Item:</b> <b>Public Hearing:</b> XX

As a condition of receiving state instructional materials funds, Education Code 60119 and 5 CCR (California Code Regulation) 9531 require that the Governing Board hold an annual public hearing regarding the sufficiency of instructional materials and determine through a resolution whether each student has sufficient textbooks and instructional materials. Pursuant to Education Code 60119, the hearing must be held between the first day that students attend school and the end of the eighth week of the school year. The hearing may not take place during or immediately following school hours.





## Galt Joint Union Elementary School District

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

September 6, 2017

### **Notice of Public Hearing Pupil Textbook and Instructional Materials Incentive Act 2017-2018**

Please be advised that in accordance with the requirements of Education Code 60119(c), a public hearing will be held at the regularly scheduled meeting of the Board of Education on Wednesday, September 27, at 7:00 p.m. at Galt City Hall Chamber, 280 Civic Drive, Galt, CA, to certify that the Galt Joint Union Elementary School District has sufficient textbooks or instructional materials, or both, in each subject, "consistent with the content and cycles of the curriculum framework adopted by the State Board".

Any comments or questions regarding this public notice can be directed to the District Superintendent, 209-744-4545.

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### **Aviso de Audiencia Pública Ley de Incentivos de Libros de Texto del Alumno 2017-2018**

Por favor tome en cuenta que, de acuerdo a los requisitos del Código de Educación 60119 (c), se llevará a cabo una audiencia pública en la junta regular programada de la Mesa Directiva programada el miércoles, 27 de septiembre 2017, a las 7:00 pm en la Galt City Hall Chamber, 280 Civic Drive, Galt, CA, para certificar que el Distrito Unificado de Escuelas Primarias de Galt tiene suficientes libros de texto o materiales de instrucción, o ambos, en cada materia, "en consonancia con el contenido y ciclos de la estructura del plan de estudios aprobado por el Consejo del Estado".

Cualquier comentario o pregunta acerca de este aviso público puede dirigirse al Superintendente del Distrito, 209-744-4545.

Posted September 8, 2017

District Office

E-mailed to School Sites for Posting (Valley Oaks, Vernon E. Greer, Lake Canyon, River Oaks, Marengo Ranch, McCaffrey, Fairsite)

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

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

**Galt Joint Union Elementary School District**  
**Resolution Regarding Sufficiency of Instructional Materials**  
**Resolution # 6 (2017-2018)**

**Whereas**, the Governing Board of the Galt Joint Union Elementary School District, in order to comply with the requirements of Education Code Section 60119, held a public hearing on September 27, 2017 at 7:00 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

**Whereas**, the Governing Board of the Galt Joint Union Elementary School District provided at least 10 days' notice of the public hearing posted in at least three public places within the District stated the time, place, and purpose of the hearing, and;

**Whereas**, the Governing Board of the Galt Joint Union Elementary School District encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

**Whereas**, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners in the District, and;

**Whereas**, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

**Whereas**, sufficient textbooks and instructional materials were provided to each student, including English Learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
- Science
- History
- English/language arts, including the English language development component of an adopted program

**Therefore**, it is resolved that for the 2017-2018 school year, the Galt Joint Union Elementary School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

Adopted by the Board of Education of the Galt Joint Union Elementary School District at a Regular meeting of the Board of Education on September 27, 2017.

Vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

\_\_\_\_\_  
Grace Malson, Clerk  
Board of Education

## Instructional Materials Inventory Summary 2017-2018

Fairsite	# of Students Enrolled	MATH	LANG. ARTS	HIST/ SOCIAL	SCIENCE
		# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials
Preschool	172	0	0	0	0
Special Ed	16	0	0	0	0

# Instructional Materials Inventory Summary 2017-2018

Greer	# of Students Enrolled	MATH Engage NY, Eureka Math and Houghton Mifflin	LANG. ARTS Benchmark Advance	HIST/ SOCIAL MacMillan McGraw- Hill	SCIENCE Pearson Scott Foresman and Learning Progressions
		# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials
Transitional Kinder	14	0	0	0	0
Kindergarten	65	0	0	0	0
First Grade	48	0	0	0	0
Second Grade	62	0	0	0	0
Third Grade	58	0	0	0	0
Fourth Grade	56	0	0	0	0
Fifth Grade	66	0	0	0	0
Sixth Grade	81	0	0	0	0
Special Ed	9	0	0	0	0

# Instructional Materials Inventory Summary 2017-2018

<b>Lake Canyon</b>	<b># of Students Enrolled</b>	<b>MATH Engage NY, Eureka Math and Houghton Mifflin</b>	<b>LANG. ARTS Benchmark Advance</b>	<b>HIST/ SOCIAL MacMillan McGraw- Hill</b>	<b>SCIENCE Pearson Scott Foresman and Learning Progression S</b>
		<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>
<b>Transitional Kinder</b>	26	0	0	0	0
<b>Kindergarten</b>	71	0	0	0	0
<b>First Grade</b>	77	0	0	0	0
<b>Second Grade</b>	88	0	0	0	0
<b>Third Grade</b>	65	0	0	0	0
<b>Fourth Grade</b>	74	0	0	0	0
<b>Fifth Grade</b>	54	0	0	0	0
<b>Sixth Grade</b>	94	0	0	0	0
<b>Special Ed</b>	21	0	0	0	0

## Instructional Materials Inventory Summary 2017-2018

<b>Marengo Ranch</b>	<b># of Students Enrolled</b>	<b>MATH Engage NY, Eureka Math and Houghton Mifflin</b>	<b>LANG. ARTS Benchmark Advance</b>	<b>HIST/ SOCIAL MacMillan McGraw- Hill</b>	<b>SCIENCE Pearson Scott Foresman and Learning Progressions</b>
		<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>
<b>Kindergarten/TK</b>	94	0	0	0	0
<b>First Grade</b>	64	0	0	0	0
<b>Second Grade</b>	78	0	0	0	0
<b>Third Grade</b>	65	0	0	0	0
<b>Fourth Grade</b>	64	0	0	0	0
<b>Fifth Grade</b>	57	0	0	0	0
<b>Sixth Grade</b>	90	0	0	0	0
<b>Special Ed</b>	25	0	0	0	0
<b>Home Study</b>	4	0	0	0	0

# Instructional Materials Inventory Summary 2017-2018

<b>McCaffrey Middle</b>	<b># of Students Enrolled</b>	<b>MATH CPM and Glencoe/ McGraw- Hill</b>	<b>LANG. ARTS Amplify</b>	<b>HIST/ SOCIAL TCI Units and Glencoe /McGraw- Hill</b>	<b>SCIENCE Glencoe/ McGraw-Hill and Learning Progressions</b>
		<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>
<b>Seventh Grade</b>	397	0	0	0	0
<b>Eighth Grade</b>	427	0	0	0	0
<b>Special Ed</b>	108	0	0	0	0



# Instructional Materials Inventory Summary 2017-2018

River Oaks	# of Students Enrolled	MATH Engage NY, Eureka Math and Houghton Mifflin	LANG. ARTS Benchmark Advance	HIST/ SOCIAL MacMillan McGraw- Hill	SCIENCE Pearson Scott Foresman and Learning Progressions
		# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials
Transitional Kinder	10	0	0	0	0
Kindergarten	78	0	0	0	0
First Grade	69	0	0	0	0
Second Grade	76	0	0	0	0
Third Grade	66	0	0	0	0
Fourth Grade	68	0	0	0	0
Fifth Grade	77	0	0	0	0
Sixth Grade	81	0	0	0	0
Special Ed	33	0	0	0	0

## Instructional Materials Inventory Summary 2017-2018

Fairsite	# of Students Enrolled	MATH	LANG. ARTS	HIST/ SOCIAL	SCIENCE
		# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials
Preschool	172	0	0	0	0
Special Ed	16	0	0	0	0

## Instructional Materials Inventory Summary 2017-2018

Greer	# of Students Enrolled	MATH Engage NY, Eureka Math and Houghton Mifflin	LANG. ARTS Benchmark Advance	HIST/ SOCIAL MacMillan McGraw- Hill	SCIENCE Pearson Scott Foresman and Learning Progressions
		# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials
Transitional Kinder	14	0	0	0	0
Kindergarten	65	0	0	0	0
First Grade	48	0	0	0	0
Second Grade	62	0	0	0	0
Third Grade	58	0	0	0	0
Fourth Grade	56	0	0	0	0
Fifth Grade	66	0	0	0	0
Sixth Grade	81	0	0	0	0
Special Ed	9	0	0	0	0

## Instructional Materials Inventory Summary 2017-2018

<b>Lake Canyon</b>	<b># of Students Enrolled</b>	<b>MATH Engage NY, Eureka Math and Houghton Mifflin</b>	<b>LANG. ARTS Benchmark Advance</b>	<b>HIST/ SOCIAL MacMillan McGraw- Hill</b>	<b>SCIENCE Pearson Scott Foresman and Learning Progression s</b>
		<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>
<b>Transitional Kinder</b>	26	0	0	0	0
<b>Kindergarten</b>	71	0	0	0	0
<b>First Grade</b>	77	0	0	0	0
<b>Second Grade</b>	88	0	0	0	0
<b>Third Grade</b>	65	0	0	0	0
<b>Fourth Grade</b>	74	0	0	0	0
<b>Fifth Grade</b>	54	0	0	0	0
<b>Sixth Grade</b>	94	0	0	0	0
<b>Special Ed</b>	21	0	0	0	0

## Instructional Materials Inventory Summary 2017-2018

<b>Marengo Ranch</b>	<b># of Students Enrolled</b>	<b>MATH Engage NY, Eureka Math and Houghton Mifflin</b>	<b>LANG. ARTS Benchmark Advance</b>	<b>HIST/ SOCIAL MacMillan McGraw- Hill</b>	<b>SCIENCE Pearson Scott Foresman and Learning Progressions</b>
		<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>
<b>Kindergarten/TK</b>	94	0	0	0	0
<b>First Grade</b>	64	0	0	0	0
<b>Second Grade</b>	78	0	0	0	0
<b>Third Grade</b>	65	0	0	0	0
<b>Fourth Grade</b>	64	0	0	0	0
<b>Fifth Grade</b>	57	0	0	0	0
<b>Sixth Grade</b>	90	0	0	0	0
<b>Special Ed</b>	25	0	0	0	0
<b>Home Study</b>	4	0	0	0	0

## Instructional Materials Inventory Summary 2017-2018

<b>McCaffrey Middle</b>	<b># of Students Enrolled</b>	<b>MATH CPM and Glencoe/ McGraw- Hill</b>	<b>LANG. ARTS Amplify</b>	<b>HIST/ SOCIAL TCI Units and Glencoe /McGraw- Hill</b>	<b>SCIENCE Glencoe/ McGraw-Hill and Learning Progressions</b>
		<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>
<b>Seventh Grade</b>	397	0	0	0	0
<b>Eighth Grade</b>	427	0	0	0	0
<b>Special Ed</b>	108	0	0	0	0

## Instructional Materials Inventory Summary 2017-2018

River Oaks	# of Students Enrolled	MATH Engage NY, Eureka Math and Houghton Mifflin	LANG. ARTS Benchmark Advance	HIST/ SOCIAL MacMillan McGraw- Hill	SCIENCE Pearson Scott Foresman and Learning Progressions
		# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials
Transitional Kinder	10	0	0	0	0
Kindergarten	78	0	0	0	0
First Grade	69	0	0	0	0
Second Grade	76	0	0	0	0
Third Grade	66	0	0	0	0
Fourth Grade	68	0	0	0	0
Fifth Grade	77	0	0	0	0
Sixth Grade	81	0	0	0	0
Special Ed	33	0	0	0	0



## Instructional Materials Inventory Summary 2017-2018

Valley Oaks	# of Students Enrolled	MATH Engage NY, Eureka Math and Houghton Mifflin	LANG. ARTS Benchmark Advance	HIST/ SOCIAL MacMillan McGraw- Hill	SCIENCE Pearson Scott Foresman and Learning Progressions
		# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials
Transitional Kinder	12	0	0	0	0
Kindergarten	79	0	0	0	0
First Grade	79	0	0	0	0
Second Grade	59	0	0	0	0
Third Grade	79	0	0	0	0
Fourth Grade	75	0	0	0	0
Fifth Grade	86	0	0	0	0
Sixth Grade	69	0	0	0	0
Special Ed	24	0	0	0	0



## Galt Joint Union Elementary School District

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

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 9/28/17	<b>Agenda Item: 131.827</b> Board Consideration of Approval of Resolution #6; GJUESD Resolution to Approve Sufficiency of Instructional Materials
<b>Presenter:</b> Claudia Del Toro-Anguiano	<b>Action Item:</b> XX <b>Information Item:</b>

The purpose of this resolution is to ensure the sufficiency of textbooks or instructional materials to use in class and to take home. We must provide every pupil, including English learners, with sufficient standards-aligned textbooks and materials. Materials can be printed or non-printed and may include textbooks, technology based materials and other educational materials.

Our district uses a combination of instructional materials; pupils have access to previous adoption materials along with 'alternative bridge' materials. Alternative bridge materials include, but are not limited to:

- a) Benchmark Advance in Grades TK – 6  
Benchmark Adelante in Grades K - 3
- b) Amplify in Grades 7 - 8
- c) Eureka Math in Grades K - 6
- d) Everyday Math in Grade TK
- e) College Preparatory Mathematics (CPM) in Grades 7 – 8
- f) Illustrative Mathematics in Grade 6
- g) NGSS Learning Progressions in Grades TK – 8
- h) TCI Social Studies Units in Grades 7 - 8

**Galt Joint Union Elementary School District**  
**Resolution Regarding Sufficiency of Instructional Materials**  
**Resolution # 6 (2017-2018)**

**Whereas**, the Governing Board of the Galt Joint Union Elementary School District, in order to comply with the requirements of Education Code Section 60119, held a public hearing on September 27, 2017 at 7:00 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

**Whereas**, the Governing Board of the Galt Joint Union Elementary School District provided at least 10 days' notice of the public hearing posted in at least three public places within the District stated the time, place, and purpose of the hearing, and;

**Whereas**, the Governing Board of the Galt Joint Union Elementary School District encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

**Whereas**, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners in the District, and;

**Whereas**, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

**Whereas**, sufficient textbooks and instructional materials were provided to each student, including English Learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
- Science
- History
- English/language arts, including the English language development component of an adopted program

**Therefore**, it is resolved that for the 2017-2018 school year, the Galt Joint Union Elementary School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

Adopted by the Board of Education of the Galt Joint Union Elementary School District at a Regular meeting of the Board of Education on September 27, 2017.

Vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

\_\_\_\_\_  
Grace Malson, Clerk  
Board 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

<b>Meeting Date:</b> 9/27/17	<b>Agenda Item: 171.828</b> Board Consideration of Approval of Resolution #5: 2017-2018 GANN Limit
<b>Presenter:</b> Tom Barentson	<b>Action Item:</b> XX <b>Information Item:</b>

Attached is Resolution #5-GANN Limit and supporting information. This is a routine resolution and declares that the appropriations in the 2017-2018 budget do not exceed the limitations imposed by Proposition 4 and that the GANN Limit recalculation for the 2016-2017 fiscal year and the GANN Limit calculations for the 2017-2018 are made in accordance with applicable constitutional and statutory law.

Board approval is recommended.

GALT JOINT UNION SCHOOL DISTRICT

RESOLUTION #5  
Gann Limit

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII B to the California Constitution; and,

WHEREAS, the provisions of Article XIII B establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann Limit for the 2016-17 fiscal year and a projected Gann limit for the 2017-2018 fiscal year in accordance with the provisions of Article XIII B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2016-17 and the 2017-18 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for 2016-17 and 2017-18 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this District.

IN WITNESS WHEREOF, we the Members of the Governing Board of Galt Joint Union School District of Sacramento County, California, have hereunto set our hand this 27<sup>th</sup> day of September 2017.

Board of Education

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President

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Clerk

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Member

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Member

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Member



## Galt Joint Union Elementary School District

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

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 9/27/17	<b>Agenda Item:</b> 171.829 Board Consideration of Approval of Consolidated Application 2017-18 Application for Funding
<b>Presenter:</b> Donna Mayo-Whitlock	<b>Action Item:</b> XX <b>Information Item:</b>

The Consolidated Application supports 2017-2018 funding of state and federal categorical aid programs.

Board approval is recommended.

**California Department of Education**

**Consolidated Application**

Galt Joint Union Elementary (34 67348 0000000)

Status: Draft  
 Saved by: Donna Mayo-Whitlock  
 Date: 6/21/2017 3:35 PM

**2017-18 Application for Funding**

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/26/2017
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**District English Learner Advisory Committee (DELAC) Review**

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Oralia Ramos
DELAC review date	05/23/2017
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

**Application for Categorical Programs**

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<b>Title I Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III Part A Immigrant</b> ESEA Sec. 3102 SACS 4201	Yes
<b>Title III Part A English Learner</b> ESEA Sec. 3102 SACS 4203	Yes

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2017-18 Certification of Assurances**


Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca17asstoc.asp>.

**CDE Program Contact:**

Joy Paull, [jpaul@cde.ca.gov](mailto:jpaul@cde.ca.gov), 916-319-0297

**Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form is on file.

Authorized Representative's Full Name	Karen Schauer Ed.D
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	06/27/2017

**\*\*\*Warning\*\*\***

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**2017-18 Protected Prayer Certification**

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring and Support Office, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269  
 Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789

**Protected Prayer Certification Statement**

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Karen Schauer, Ed.D.
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/27/2017
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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2017-18 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, [jbruckla@cde.ca.gov](mailto:jbruckla@cde.ca.gov), 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2017-18 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies

\*\*\*Warning\*\*\*

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**2017-18 Title III, Part A Immigrant Student Program Subgrant Budget**

The purpose of this report is to provide a proposed budget for 2017-18 Immigrant Student Program Subgrant funds only per the Title III, Part A, Immigrant Student Program requirements (ESSA, Title III, Part A, Sections 3114, 3115, & 3116).

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Estimated Entitlement Calculation**

Note: Only LEAs that have 21 or more eligible immigrant students, and that have experienced a significant increase of two percent or greater growth in eligible immigrant student enrollment in the current year compared with the average of the two preceding fiscal years are eligible for Title III, Part A Immigrant Student Program Subgrant funds. Use your Immigration student count that was provided to the California Longitudinal Pupil Achievement Data System on census day of October 5, 2016.

Estimated Immigrant per student allocation	\$80.77
Estimated Immigrant student count	34
Estimated Immigrant entitlement amount	\$2,746

**Budget**

Authorized activities	\$2,583
Direct administration costs (Amount cannot exceed 2% of the estimated entitlement)	\$0
Indirect costs (Amount should be calculated using the LEA's approved indirect cost rate)	\$163
Total allocation budget	\$2,746

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2017-18 Substitute System for Time Accounting**

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

**CDE Program Contact:**

Julie Brucklacher, Financial Accountability and Info Srv Office, [jbruckla@cde.ca.gov](mailto:jbruckla@cde.ca.gov), 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2017-18 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies

**\*\*\*Warning\*\*\***

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**2015-16 Title II, Part A Fiscal Year Expenditure Report, 24 Months**

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2015 through June 30, 2017.

**CDE Program Contact:**

Melissa Flemmer, Educator Excellence Office, [mflemmer@cde.ca.gov](mailto:mflemmer@cde.ca.gov), 916-324-5689

2015-16 Title II, Part A entitlement	\$107,066
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**Professional Development Expenditures**

Professional development for teachers	\$102,546
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

**Exams and Test Preparation Expenditures**

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

**Recruitment, Training, and Retaining Expenditures**

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

**Miscellaneous Expenditures**

Class size reduction	
Administrative and indirect costs	\$4,520
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$107,066
General Comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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**2015-16 Title III, Part A LEP YTD Expenditure Report, 24 Months**

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2015 through June 30, 2017.

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Required and Authorized LEP Sub-grantee Activities**

**Required**

Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

**Authorized**

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English proficiency and academic achievement of limited English proficient children.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2015-16 Title III, Part A LEP entitlement	\$76,685
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$6,100
2000-2999 Classified personnel salaries	\$52,510
3000-3999 Employee benefits	\$12,081
4000-4999 Books and supplies	\$1,851
5000-5999 Services and other operating expenditures	\$2,639
Administrative and indirect costs	\$1,504
<b>Total year-to-date expenditures</b>	<b>\$76,685</b>
2015-16 Unspent funds	\$0
General comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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**2016-17 Title I, Part A School Funded Staff Report**

To collect school level data, as required by ESEA, about teachers and instructional paraprofessionals in Title I, Part A programs.

**CDE Program Contact:**

Jane Liang, District Innovation and Improvement Office, [jliang@cde.ca.gov](mailto:jliang@cde.ca.gov), 916-319-0259

Jacqueline Matranga, District Innovation and Improvement Office, [jmatranga@cde.ca.gov](mailto:jmatranga@cde.ca.gov), 916-445-4905

School Name	School Code	Public	New Title I, Part A Funded Teachers Hired Count	Non-ESEA Qualified Hired Count	Title I, Part A Funded Teachers Count (0.00)	Title I, Part A Funded FTE Paraprofessionals Count (0.00)	ESEA Qualified FTE Paraprofessionals Count (0.00)	ESEA Qualified FTE Paraprofessionals %	Title I, Part A Funded Administrators Count (0.00)	Title I, Part A Funded Support Staff Count (0.00)	Other Title I, Part A Funded Staff Count (0.00)
Lake Canyon Elementary	0107946	Y				0.00	0.00				0.00
Marengo Ranch Elementary	6114185	Y				0.47	0.47	100.00%			0.00
River Oaks Elementary	6110654	Y				0.47	0.47	100.00%			0.00
Robert L. McCaffrey Middle	0100040	Y				0.22	0.22	100.00%			0.00
Valley Oaks Elementary	6033310	Y				1.22	1.22	100.00%			0.00
Vernon E. Greer Elementary	0119420	Y				0.66	0.66	100.00%			0.00

**\*\*\*Warning\*\*\***

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**2016-17 Title I, Part A School Program Improvement Activities**

Per ESEA Section 1116, LEAs must report school level Program Improvement (PI) activities related to Title I, Part A. This includes, but is not limited to, student participation and PI compliance activities based on the number of years a school is in PI status.

**CDE Program Contact:**

Jacqueline Matranga, District Innovation and Improvement Office , [jmatranga@cde.ca.gov](mailto:jmatranga@cde.ca.gov), 916-445-4905  
 Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789

**Marengo Ranch Elementary (34 67348 6114185)**

PI Year	3
<b>For PI schools in Year 3, the LEA implemented at least one of the following (check all that apply)</b>	
Replaced school staff relevant to the failure to make adequate yearly progress (AYP)	N
Implemented a new curriculum, including appropriate professional development	Y
Decreased management authority	N
Appointed an outside expert to advise the school on making AYP based on its school plan	N
Extended school year or day	N
Restructured the internal organizational structure	N
Provide a description of internal organizational restructure activities	

**\*\*\*Warning\*\*\***

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**2016-17 Title I, Part A School Program Improvement Activities**

Per ESEA Section 1116, LEAs must report school level Program Improvement (PI) activities related to Title I, Part A. This includes, but is not limited to, student participation and PI compliance activities based on the number of years a school is in PI status.

**CDE Program Contact:**

Jacqueline Matranga, District Innovation and Improvement Office , [jmatranga@cde.ca.gov](mailto:jmatranga@cde.ca.gov), 916-445-4905  
 Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789

**River Oaks Elementary (34 67348 6110654)**

PI Year	3
<b>For PI schools in Year 3, the LEA implemented at least one of the following (check all that apply)</b>	
Replaced school staff relevant to the failure to make adequate yearly progress (AYP)	N
Implemented a new curriculum, including appropriate professional development	Y
Decreased management authority	N
Appointed an outside expert to advise the school on making AYP based on its school plan	N
Extended school year or day	N
Restructured the internal organizational structure	N
Provide a description of internal organizational restructure activities	

**\*\*\*Warning\*\*\***

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**2016-17 Title I, Part A School Program Improvement Activities**

Per ESEA Section 1116, LEAs must report school level Program Improvement (PI) activities related to Title I, Part A. This includes, but is not limited to, student participation and PI compliance activities based on the number of years a school is in PI status.

**CDE Program Contact:**

Jacqueline Matranga, District Innovation and Improvement Office , [jmatranga@cde.ca.gov](mailto:jmatranga@cde.ca.gov), 916-445-4905  
 Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789

**Valley Oaks Elementary (34 67348 6033310)**

PI Year	3
<b>For PI schools in Year 3, the LEA implemented at least one of the following (check all that apply)</b>	
Replaced school staff relevant to the failure to make adequate yearly progress (AYP)	N
Implemented a new curriculum, including appropriate professional development	Y
Decreased management authority	N
Appointed an outside expert to advise the school on making AYP based on its school plan	N
Extended school year or day	N
Restructured the internal organizational structure	N
Provide a description of internal organizational restructure activities	

**\*\*\*Warning\*\*\***

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**2016-17 Title II, Part A School Class Size Reduction Report**

The ESEA Act of 2001, Title II, Part A, Section 2123(a)(2)(B) allows LEAs to use ESEA Title II, Part A funds to recruit and hire teachers that meet applicable State certification and licensure requirements to reduce class size.

**CDE Program Contact:**

Melissa Flemmer, Educator Excellence Office, [mflemmer@cde.ca.gov](mailto:mflemmer@cde.ca.gov), 916-324-5689

School Name	School Code	Total Class Size Reduction Teacher Count	ESEA Title II Part A Funded Class Size Reduction Teacher Count	ESEA Teacher Count
Lake Canyon Elementary	0107946	14	0	14
Marengo Ranch Elementary	6114185	13	0	13
River Oaks Elementary	6110654	14	0	14
Robert L. McCaffrey Middle	0100040	0	0	0
Valley Oaks Elementary	6033310	15	0	15
Vernon E. Greer Elementary	0119420	13	0	13

**\*\*\*Warning\*\*\***

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**California Department of Education**

Galt Joint Union Elementary (34 67348 0000000)

**Consolidated Application**

Status: Draft  
 Saved by: Donna Mayo-Whitlock  
 Date: 6/24/2017 4:52 PM

**2016-17 Title II, Part A Fiscal Year Expenditure Report, 12 Months**

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2016 through June 30, 2017.

**CDE Program Contact:**

Melissa Flemmer, Educator Excellence Office, [mflemmer@cde.ca.gov](mailto:mflemmer@cde.ca.gov), 916-324-5689

2016-17 Title II, Part A entitlement	\$104,049
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**Professional Development Expenditures**

Professional development for teachers	\$104,049
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

**Exams and Test Preparation Expenditures**

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

**Recruitment, Training, and Retaining Expenditures**

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

**Miscellaneous Expenditures**

Class size reduction	
Administrative and indirect costs	
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$104,049
2016-17 Unspent Funds	\$0
General Comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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**2016-17 Title III, Part A Immigrant Nonprofit Private School Students Served**

The purpose of this data collection is to capture the documentable number of private school Immigrant students who received Title III Immigrant services during the reported fiscal year.

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838

School Name	School Code	Enrollment	Flagged for Immigrant Participation	Immigrant Students Served	Participation Explanation (Max 500 char)
Galt Christian School	6901987	24	N	0	Declined invitation to participate in ESEA programs
Galt Adventist Christian	6905251	19	N	0	Declined invitation to participate in ESEA programs

**\*\*\*Warning\*\*\***

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**2016-17 Title III, Part A Immigrant YTD Expenditure Report, 12 Months**

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2016 through June 30, 2017.

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Approved Immigrant Sub-grantee Activities**

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

(1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-

- (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;
- (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;
- (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth
- (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

(E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;

(F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and

(G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2016-17 Title III, Part A Immigrant entitlement	\$2,504
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$2,504
Administrative and indirect costs	\$0
Total year-to-date expenditures	\$2,504
2016-17 Unspent funds	\$0
General Comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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2016-17 Title III, Part A English Learner Nonprofit Private School Reimbursement

The purpose of this data collection is to capture the documentable number of private school English learners who received Title III services during the reported fiscal year.

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov, 916-323-5838

School Name	School Code	Enrollment	Flagged for English Learner Participation	English Learner Students Served	Participation Explanation (Max 500 char)
Galt Christian School	6901987	24	N	0	Declined invitation to participate in ESEA programs
Galt Adventist Christian	6905251	19	N	0	Declined invitation to participate in ESEA programs

\*\*\*Warning\*\*\*

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## 2016-17 Title III, Part A English Learner YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2016 through June 30, 2017.

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Required and Authorized English Learners Sub-grantee Activities**

**Required**

Section 3115 (c)(1) To increase the English proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.  
 Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

**Authorized**

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for English learners by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for English learners and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English language proficiency and academic achievement of English learners.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to English learners and their families.

2016-17 Title III, Part A English learner entitlement	\$78,244
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$235
2000-2999 Classified personnel salaries	\$25,358
3000-3999 Employee benefits	\$7,273
4000-4999 Books and supplies	\$1
5000-5999 Services and other operating expenditures	\$4,036
Administrative and indirect costs (Amount cannot exceed 2% of the entitlement.)	\$738
<b>Total year-to-date expenditures</b>	<b>\$37,641</b>
2016-17 Unspent funds	\$40,603
General comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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**2016-17 Homeless Education Policy, Requirements, and Implementation**

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

**CDE Program Contact:**

Leanne Wheeler, Coordinated School Health and Safety Office, [lwheeler@cde.ca.gov](mailto:lwheeler@cde.ca.gov), 916-319-0383

**Homeless Education Certification**

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths
  
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
  - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless
  - b) Includes a dispute resolution process
  - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison
  
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

**Homeless Liaison Contact Information**

Homeless liaison first name	Sophie
Homeless liaison last name	Lor
Homeless liaison title	Social Worker
Homeless liaison e-mail address (format: abc@xyz.zyx)	slor@galt.k12.ca.us
Homeless liaison telephone number (format: 999-999-9999)	209-745-2641
Homeless liaison telephone extension	501
Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
If yes, indicate what level of training was completed. (Check all options that apply.)	
Local	Yes

**\*\*\*Warning\*\*\***

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**2016-17 Homeless Education Policy, Requirements, and Implementation**

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

**CDE Program Contact:**

Leanne Wheeler, Coordinated School Health and Safety Office, [lwheeler@cde.ca.gov](mailto:lwheeler@cde.ca.gov), 916-319-0383

County	Yes
State	No
National	No

**Homeless Education Policy and Requirements**

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	02/27/2008
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

**Title I, Part A Homeless Expenditures**

2016-17 Title I, Part A Entitlement	\$1,062,873
2016-17 Title I, Part A direct or indirect services to homeless children reservation	\$18,636
Amount of 2016-17 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$18,630
No expenditures or encumbrances comment	
Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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2017-18 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269  
Mindi Yates, Title I Policy and Program Guidance Office, myates@cde.ca.gov, 916-319-0789

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Karen Schauer, Ed.D.
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/27/2017
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

\*\*\*Warning\*\*\*

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**2017-18 Application for Funding**

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/26/2017
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**District English Learner Advisory Committee (DELAC) Review**

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Oralia Ramos
DELAC review date	05/23/2017
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

**Application for Categorical Programs**

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<b>Title I Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III Part A Immigrant</b> ESEA Sec. 3102 SACS 4201	Yes
<b>Title III Part A English Learner</b> ESEA Sec. 3102 SACS 4203	Yes

**\*\*\*Warning\*\*\***

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CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)  
 Galt Joint Union Elementary (34 67348 0000000)

[Data Entry Instructions](#)

2017-18 School Student Counts, Projected

The purpose of this data collection is to allow the LEA to select allowable ranking and funding options and to enter school level student data. The information entered will be used to calculate eligibility and ranking for Economic Impact Aid and or Title I Part A school allocations.

Required fields are denoted with an asterisk (\*).

\* Group By Grade Span:  No  Yes

\* Select a Low Income Measure:

Note: The columns and student count options displayed below are based on the selections made above. They are also displayed based on the school type and whether or not the school continues to meet Economic Impact Aid funding requirements.

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	* Projected Student Enrollment	Projected Low Income
Valley Oaks Elementary	6033310	K	6	1	550	469
River Oaks Elementary	6110654	K	6	1	564	320
Marengo Ranch Elementary	6114185	K	6	1	555	232
Robert L. McCaffrey Middle	0100040	7	8	2	906	507
Lake Canyon Elementary	0107946	K	6	1	563	302
Vernon E. Greer Elementary	0119420	K	6	1	486	294

No file chosen

*Last Saved: Donna Mayo-Whitlock (dwhitlock), 6/21/2017 5:03 PM, Draft*

Alan Frank, Title I / SCE | [afrank@cde.ca.gov](mailto:afrank@cde.ca.gov) | 916-319-0251  
Deborah Busch, EIA / LEP | [dbusch@cde.ca.gov](mailto:dbusch@cde.ca.gov) | 916-319-0320  
General CARS Questions: Consolidated Application Support Desk | [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov) | 916-319-0297

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California Department of Education  
1430 N Street  
Sacramento, CA 95814

[Web Policy](#)

**2017-18 Nonprofit Private School Consultation**

The LEA shall provide, on an equitable basis, special education services or other benefits to eligible children attending a nonprofit private school.

**CDE Program Contact:**

Sylvia Hanna, Title I Policy and Program Guidance Office, [shanna@cde.ca.gov](mailto:shanna@cde.ca.gov), 916-319-0948

The LEA must offer to provide equitable services that address the needs of eligible students attending nonprofit private school and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information field in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

**Note:**

The LEA of residence is responsible for providing Title I, Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a nonprofit private school. This includes students who attend nonprofit private schools outside the LEA's boundaries

**Results of Consultation Allowable Values**

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children
- Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Results of Consultation	School Added
Galt Adventist Christian	6905251	19	N				N
Galt Christian School	6901987	24	N				N

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2017-18 Title I, Part A Planned School Allocations**

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated to which schools it intended to allocate Title I, Part A funds by entering a check in the Fund Flag column.

**CDE Program Contact:**

Lana Zhou, Title I Policy and Program Guidance Office, [lzhou@cde.ca.gov](mailto:lzhou@cde.ca.gov), 916-319-0956  
 Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

**Allowable Exception Reasons**

- a - Meets 35% Low Income Requirement
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern
- g - Local Funded Charter Opted Out
- h - Local Funded Charter Opt In
- k - Funded with EIA/SCE

Low income measure	FRPM
Group Schools by Grade Span	Yes
District-wide Low Income %	58.61%
Grade Span 1 Low Income %	59.49%
Grade Span 2 Low Income %	55.96%
Grade Span 3 Low Income %	0.00%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible for Funding	Funding Required	Ranking	Fund Flag	Exception Reason
Valley Oaks Elementary	6033310	1	550	469	85.27	Y	Y	1	Y	a
Vernon E. Greer Elementary	0119420	1	486	294	60.49	Y	N	2	Y	a
River Oaks Elementary	6110654	1	564	320	56.74	N	N	3	Y	a

**\*\*\*Warning\*\*\***

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**2017-18 Title I, Part A Planned School Allocations**

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated to which schools it intended to allocate Title I, Part A funds by entering a check in the Fund Flag column.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible for Funding	Funding Required	Ranking	Fund Flag	Exception Reason
Lake Canyon Elementary	0107946	1	563	302	53.64	N	N	4	Y	a
Marengo Ranch Elementary	6114185	1	555	232	41.80	N	N	5	Y	a
Robert L. McCaffrey Middle	0100040	2	906	507	55.96	N	N	1	Y	a

**\*\*\*Warning\*\*\***

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**2017-18 Title III, Part A English Learner Student Program Subgrant Budget**

The purpose of this report is to provide a proposed budget for 2017-18 English learner (EL) student program subgrant funds only per the Title III, Part A, English Learner Students Program requirements (ESSA, Title III, Part A, Sections 3114, 3115, & 3116).

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Estimated Entitlement Calculation**

Note: If the estimated entitlement amount does not meet the minimum \$10,000 program eligibility criteria for direct funding status, further action may be required. To receive instructions regarding the consortium application process, please contact Patty Stevens by phone at 916-323-5838 or by e-mail at [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov).

Estimated English learner per student allocation	\$93.37
Estimated English learner student count	717
Estimated English learner entitlement amount	\$66,946

**Budget**

Professional development activities	\$7,294
Program and other authorized activities	\$45,000
English Proficiency and Academic Achievement	\$9,000
Parent, family, and community engagement	\$1,500
Direct administration costs (Amount cannot exceed 2% of the estimated entitlement)	\$0
Indirect costs (Amount should be calculated using the LEA's approved indirect cost rate)	\$4,152
Total allocation budget	\$66,946

**\*\*\*Warning\*\*\***

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**Galt Joint Union Elementary School District**

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

**Board Meeting Agenda Item Information**

<b>Meeting Date:</b> 9/27/17	<b>Agenda Item: 171.830</b> Board Consideration of Approval of Board Consideration of Approval of Declaration of Need For Fully Qualified Educators for 2017/18
<b>Presenter:</b> Claudia Del Toro-Anguiano	<b>Action Item:</b> XX <b>Information Item:</b>

The Declaration of Need for Fully Qualified Educators allows our district to hire teachers with limited or emergency permits such as intern credentials when there is a shortage of fully credentialed teachers in certain subject areas or specialty areas. There is a known shortage of fully credentialed special education teachers in California. This Declaration of Need would allow us to hire prospective teachers that either possesses the intern credential, or enough units for our Personnel Analyst to declare candidate 'intern ready' after thorough analysis of the candidate's transcripts.



The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

<b>Type of Emergency Permit</b>	<b>Estimated Number Needed</b>
CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____
Teacher Librarian Services	_____

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes                      No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program? Yes                      No

If yes, how many interns do you expect to have this year? \_\_\_\_\_

If yes, list each college or university with which you participate in an internship program.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If no, explain why you do not participate in an internship program.

\_\_\_\_\_

\_\_\_\_\_



Galt Joint Union Elementary School District

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

**Board Meeting Agenda Item Information**

<b>Meeting Date:</b> 9/27/17	<b>Agenda Item: 171.831</b> Board Consideration of Approval of Third Amendment To Shopping Center Lease Agreement Between GJUESD and AutoZone West LLC, a Nevada Limited Liability Company
<b>Presenter:</b> Tom Barentson	<b>Action Item:</b> XX <b>Information Item:</b>

AutoZone, formerly known as Chief Auto Parts Inc., entered into a lease agreement with the Galt Joint Union Elementary School District for the 5,400 square feet of office space adjoining the District Office in September 1995. The term of their lease will expire on December 31, 2018. There are two additional options available to extend the Term of lease for 5 years each.

**Fiscal Impact**

AutoZone has contacted the district to extend the agreement for 8 years through December 31, 2026. The Fixed Rent is currently \$6,000 per month. This rent would continue through December 31, 2022. Beginning on January 1, 2023 the Fixed Rent will be \$6,600 per month.

**Considerations**

This agreement has been reviewed and revised by our Attorney, Addison Covert.

The following bullet points are factors for our recommendation of this extension:

- Auto Zone has been a quality tenant with positive and stable financials
- The lease extension ensures that we have a leasing client through 2026
- The monthly lease amount is comparable to other lease rates in similar buildings in the city of Galt (as provided by the City of Galt staff)
- This lease arrangement with a commercial entity at this location is a positive for the City of Galt.

Staff recommends the approval of this extension to our lease.

**THIRD AMENDMENT TO SHOPPING CENTER LEASE AGREEMENT**

**THIS THIRD AMENDMENT TO SHOPPING CENTER LEASE AGREEMENT** (“**Third Amendment**”) is made and entered into between **Galt Joint Union Elementary School District, a California public school district** (hereinafter “**Landlord**”), successor in interest to Banker’s Center, a California general partnership, and **AutoZone West LLC, a Nevada limited liability company** [resulting entity after conversion from AutoZone West, Inc., a Delaware corporation, formerly known as Chief Auto Parts Inc., a Delaware corporation] (hereinafter “**Tenant**”).

**WITNESSETH:**

**WHEREAS**, Landlord (by its predecessor in interest) and Tenant entered into that certain Shopping Center Lease Agreement effective September 22, 1995, which was subsequently amended by that certain First Amendment to Shopping Center Lease Agreement executed on behalf of Tenant on December 14, 2009 and on behalf of Landlord as of January 4, 2010, and that certain Second Amendment to Shopping Center Lease Agreement executed on behalf of Tenant as of May 8, 2015 and on behalf of Landlord as of May 21, 2015 (collectively hereinafter “**Lease**”), whereby Tenant leases from Landlord that certain premises containing approximately 5,400 square feet (the “**Premises**”) situated within the City of Galt, County of Sacramento, State of California, being a part of a shopping center commonly know as Valley Oak Shopping Center, and said Premises being more commonly known as 1018 C Street, Suite 210 (referred to as 1000 C Street in the aforementioned Shopping Center Lease Agreement) in Galt, California; and

**WHEREAS**, a Memorandum of Lease was recorded on November 16, 1995 as Document No. 199511161006, an Amended Memorandum of Lease was recorded on January 19, 2010 in Book 20100119, Page 0870, and an Amended Memorandum of Lease was recorded on June 4, 2015 in Book 20150604, Page 1071, all in the Sacramento County, California Clerk’s/Recorder’s Office; and

**WHEREAS**, the Term of the Lease currently expires on December 31, 2018, and there are available to Tenant two (2) additional successive options to extend the Term of the Lease for five (5) years for each option term (“**First Option Term**” and “**Second Option Term**”); and

**WHEREAS**, Landlord and Tenant now desire to amend certain provisions of the Lease as provided for herein.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend certain provisions of the Lease as follows:



1. The recitals set forth above are incorporated herein as true and correct.
2. Landlord and Tenant agree that the Term of the Lease is hereby extended for a period of eight (8) years, and shall hereafter expire on December 31, 2026, unless sooner terminated or further extended as provided for in the Lease. Landlord and Tenant hereby agree that the Fixed Rent is currently Six Thousand Dollars (\$6,000.00) per month and shall continue at such rate through December 31, 2022. Beginning January 1, 2023 and continuing throughout the remainder of the Term as herein extended (December 31, 2026) the Fixed Rent shall be Six Thousand Six Hundred Dollars (\$6,600.00) per month.
3. Landlord hereby grants to Tenant one (1) option to further extend the Term of the Lease for a period of five (5) years (the "Option Term"). So long as Tenant is not then in monetary default under the Lease beyond any applicable notice and cure period, said option shall be automatically exercised by Tenant unless Tenant shall give notice to Landlord at least one hundred twenty (120) days before the expiration of the Term of Tenant's desire to terminate the Lease, and upon such automatic exercise, the Option Term shall become part of the Term. Said Option Term shall be subject to all terms and conditions of the Lease, as herein amended. The Fixed Rent during the Option Term, if the option for such is exercised, shall be Seven Thousand Two Hundred Sixty Dollars (\$7,260.00) per month. **THE ONLY OPTION AVAILABLE TO TENANT TO FURTHER EXTEND THE TERM OF THE LEASE (AS HEREIN AMENDED) IS THE ONE (1) OPTION SET FORTH IN THIS SECTION 3. ANY OTHER OPTIONS TO EXTEND THE LEASE THAT WERE PREVIOUSLY GRANTED ARE HEREBY MADE VOID AND OF NO EFFECT.**
4. The second sentence of Article 16.E. of the aforementioned Shopping Center Lease Agreement, as amended by Section 5 of the aforementioned First Amendment to Shopping Center Lease Agreement and by Section 4 of the aforementioned Second Amendment to Shopping Center Lease Agreement, is deleted in its entirety and replaced with the following second sentence:

"Proportionate Share" of CAM Expenses shall be the lesser of: (1) CAM Expenses multiplied by a fraction the numerator of which is the Leasable Square Footage of the Premises and the denominator of which is the total Leasable Square Footage of buildings constructed within the Development; (2) fifteen and eight tenths percent (15.8%) of CAM Expenses; or (3) \$360.00 per month during Lease Years one (1) through five (5); \$410.00 per month during Lease Years six (6) through ten (10); \$480.00 per month during Lease Years eleven (11) through fifteen (15); and \$510.00 per month during Lease Years sixteen (16) through twenty-three (23); \$540.00 per month during Lease Years twenty-four (24) through thirty-one (31); and \$570.00 per month during Lease Years thirty-two (32) through thirty-six (36) – the Option Term.

5. The addresses for Tenant as set forth in Article 35 of the aforementioned Shopping Center Lease Agreement (as amended in Section 6 of the aforementioned Shopping Center Lease Agreement) are hereby amended to read as follows:

Tenant:

Tenant:

If via U.S. Certified Mail:

If via overnight (or 2-day) delivery service:

AutoZone West, LLC #5588-01-01  
c/o AutoZone Property Management  
Dept. 8700  
P.O. Box 2198  
Memphis, TN 38101-2198

AutoZone West, LLC #5588-01-01  
c/o AutoZone Property Management  
Dept. 8700  
123 South Front Street  
Memphis, TN 38103-3618

6. Landlord warrants to Tenant that Landlord holds fee simple title to the Premises.
7. Each party warrants to the other that the persons signing below on behalf of said party have full right and authority to enter into this Third Amendment and bind said entity thereto. Execution of this Third Amendment on behalf of Landlord is taking place after approval and acceptance thereof by the Board of Landlord.
8. All of the other terms and conditions of the Lease are hereby reaffirmed and remain in full force and effect. If there is a conflict between the terms and conditions of this Third Amendment and the terms and conditions of the Lease, the terms and conditions of this Third Amendment shall control.
9. Whether or not specifically amended by this Third Amendment, all of the terms and provisions of the Lease are hereby amended to the extent necessary to give effect to the purpose and intent of this Third Amendment.
10. This Third Amendment may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this Third Amendment received by either party by facsimile transmission or electronic signature is binding upon the other party as an original.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the parties hereto have fully executed this Third Amendment as of the dates set forth below.

**LANDLORD:**

Dated: \_\_\_\_\_

**Galt Joint Union Elementary School District,  
a California public school district**

By: \_\_\_\_\_  
Tom Barentson,  
Director of Business Services

**TENANT:**

Dated: 09/20/2017 \_\_\_\_\_

**AutoZone West LLC,  
a Nevada limited liability company**

**By: AutoZone Parts, Inc., a Nevada  
corporation, its sole member**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE            )  
  )  
COUNTY OF SHELBY            )

On September 20, 2017 before me, G. Scott Fraser (Notary Public) personally appeared \_\_\_\_\_ and \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_ (SEAL)

G. Scott Fraser  
\_\_\_\_\_  
(Printed Name)  
NOTARY PUBLIC IN AND  
FOR SAID COUNTY AND STATE

My Commission Expires: January 20, 2020

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
---

STATE OF CALIFORNIA            )  
  )  
COUNTY OF SACRAMENTO        )

On \_\_\_\_\_, 2017 before me, \_\_\_\_\_ (Notary Public) personally appeared Tom Barentson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)  
NOTARY PUBLIC IN AND  
FOR SAID COUNTY AND STATE

My Commission Expires: \_\_\_\_\_

This Instrument prepared by:

T. Larry Ledbetter, Attorney  
AutoZone West LLC  
c/o AutoZone, Inc.  
Dept. 8341  
P. O. Box 2198  
Memphis, TN 38101-2198

Recording requested by, and after  
recording, return to:

First American Mortgage Services  
1100 Superior Avenue, Suite 200  
Cleveland, OH 44114

---

ABOVE AREA IS RESERVED FOR RECORDER'S USE ONLY

**THIS AMENDED MEMORANDUM OF LEASE AMENDS  
THAT CERTAIN MEMORANDUM OF LEASE RECORDED  
ON NOVEMBER 16, 1995 AS DOCUMENT NO. 199511161006,  
THAT CERTAIN AMENDED MEMORANDUM OF LEASE  
RECORDED ON JANUARY 19, 2010 IN BOOK 20100119, PAGE  
0870, AND THAT CERTAIN AMENDED MEMORANDUM OF  
LEASE RECORDED ON JUNE 4, 2015 IN BOOK 20150604,  
PAGE 1071, ALL IN THE SACRAMENTO COUNTY, CALIFORNIA  
CLERK'S/RECORDER'S OFFICE**

**AZ #5588-01-01  
Galt, CA**

*This lease extension does not constitute a change of  
ownership under California law, as the remaining lease  
term (including written options), is less than 35 years.*

*Documentary Transfer Tax is ZERO (\$0.00)*

**APN: 150-0262-020-0000  
150-0262-019-0000**

## **AMENDED MEMORANDUM OF LEASE**

**THIS AMENDED MEMORANDUM OF LEASE** is made between **Galt Joint Union Elementary School District, a California public school district** (hereinafter "**Landlord**"), successor in interest to Banker's Center, a California general partnership, and **AutoZone West LLC, a Nevada limited liability company** [resulting entity after conversion from AutoZone West, Inc., a Delaware corporation, formerly known as Chief Auto Parts Inc., a Delaware corporation] (hereinafter "**Tenant**").

**WITNESSETH:**

For and in consideration of One Dollar (\$1.00) and other valuable consideration paid and to be paid by Tenant to Landlord, Landlord does demise and lease unto Tenant and Tenant does lease and take from Landlord upon the terms and conditions and subject to the limitations more particularly set forth in a certain Third Amendment to Shopping Center Lease Agreement (hereinafter "Amendment") between Landlord and Tenant, as of the dates set forth below, to which Amendment, all previous amendments, and the Shopping Center Lease Agreement amended thereby (collectively hereinafter "Lease") reference is hereby made for all the terms and conditions thereof, which terms and conditions are made a part hereof as fully and particularly as if set out verbatim herein, that certain premises containing approximately 5,400 square feet (the "Premises") situated within the City of Galt, County of Sacramento, State of California, being a part of a shopping center commonly know as Valley Oak Shopping Center, and said Premises being more commonly known as 1018 C Street, Suite 200 in Galt, California, and said Premises being a part of the following described lands:

**See Exhibit "A" attached hereto and made a part hereof.**

**TO HAVE AND TO HOLD** the above described Premises unto the Tenant for a Term ending on December 31, 2026, unless sooner terminated or extended as provided for in the Lease.

**LANDLORD** in said Amendment has granted to Tenant one (1) option to further extend the Term of the Lease for one (1) additional Option Term of five (5) years, which option is exercisable by Tenant as provided for in said Amendment.

**IN TESTIMONY WHEREOF**, the above named Landlord and the above named Tenant have caused this instrument to be executed as of the dates set forth below.

**LANDLORD:**

Dated: \_\_\_\_\_

**Galt Joint Union Elementary School District,  
a California public school district**

By: \_\_\_\_\_

Tom Barentson,  
Director of Business Services

**TENANT:**

Dated: 09/20/2017

**AutoZone West LLC,  
a Nevada limited liability company**

**By: AutoZone Parts, Inc., a Nevada  
corporation, its sole member**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



APN: 150-0262-020-0000  
150-0262-019-0000

Exhibit "A"

That real property situated in the County of Sacramento, State of California, described as follows:

PARCEL ONE:

All that portion of Lots 39 and 40 of McCauley Addition to Galt, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on June 29, 1908 in Book 9 of Maps, Map No. 10, described as follows:

Beginning at the Southeast corner of Lot 5 of Stegman Tract, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, on May 14, 1956 in Book 44 of Maps, Map No. 24; thence South 89° 23-1/2' West 51.75 feet; thence South 0° 35' East 79.93 feet to the Southeast corner of Lot 4 of said Stegman Tract; thence South 89°57-1/2' West 227.8 feet to the Northeast corner of Lot 6 of said Stegman Tract; thence South 0°35' East 162.32 feet to the Northeast corner of Lot 1, Block 2 of Whitaker's Addition to Galt, according to the official plat thereof, filed in the office of the Recorder of Sacramento County on August 5, 1913 in Book 14 of Maps, Map No. 39; thence along the boundary line of said Whitaker's Addition to Galt, North 89°23-1/2' East 384.4 feet to a point on the East line of said Lot 39; thence North 0°33' West a distance of 240 feet, thence South 89° 23-1/2' West 105 feet to the point of beginning.

PARCEL TWO:

Lots 4 and 5 of Stegman Tract, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on May 14, 1956 in Book 44 of Maps, Map No. 24.

PARCEL THREE:

The East 105 feet of the North 90 feet of Lot 39, as shown on the Plat of McCauley Addition to Galt, recorded June 29, 1908, in Book 9 of Maps, Map No. 10, records of said County.





## Galt Joint Union Elementary School District

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

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 9/27/17	<b>Agenda Item: 171.832</b> Board Consideration of Approval of Architectural Services Agreement Between the GJUESD and PBK Architects
<b>Presenter:</b> Tom Barentson	<b>Action Item:</b> XX <b>Information Item:</b>
<p>The agreement provided by PBK Architects is for the purpose of contracting with the GJUESD for architectural and other construction related services pertaining to modernization at Marengo Ranch and River Oaks Elementary schools. These construction projects are funded by Measure K, Proposition 39 (Clean Energy Act), Proposition 51 (State Facilities Bond), and other funding sources as acquired.</p> <p>The contract has been reviewed by Addison Covert, District Facilities Attorney and will be signed pending Board approval.</p> <p><u>Fiscal Impact</u></p> <p>Architects fee (page 21) is estimated as follows:</p> <ul style="list-style-type: none"> <li>• Marengo Ranch Elementary school modernization: \$467,903</li> <li>• River Oaks Elementary school modernization: \$411,371</li> </ul>	

## **ARCHITECTURAL SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 7<sup>th</sup> day of July in the year 2017 by and between the GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT, 1018 C Street, Suite 210, Galt, CA 95632 hereinafter referred to as “DISTRICT” and PBK, 2860 Gateway Oaks Drive, #370, Sacramento, CA 95833, hereinafter referred to as “ARCHITECT”. This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

**WHEREAS**, DISTRICT desires to obtain architectural, engineering and other professional services, as described in this AGREEMENT, for the:

- A. MARENGO RANCH ELEMENTARY SCHOOL MODERNIZATION, located at 1000 Elk Hills Drive, Galt, Ca 95632
- B. RIVER OAKS ELEMENTARY SCHOOL MODERNIZATION, located at 905 Vintage Oak Avenue, Galt, Ca 95632

As further defined by the PROJECT scope set forth on Exhibit “A” [must receive from owner], hereinafter referred to as “PROJECT”; and

**WHEREAS**, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

**NOW, THEREFORE**, the parties hereto agree as follows:

### **ARTICLE I - ARCHITECT’S SERVICES AND RESPONSIBILITIES**

1. The ARCHITECT’s services shall consist of those services performed by the ARCHITECT, ARCHITECT’s employees and ARCHITECT’s consultants as enumerated in Articles II and III of this AGREEMENT.
2. The ARCHITECT’s services, and the services to be performed by the ARCHITECT’S consultants and/or sub-consultants, shall be performed in strict compliance with the program requirements and District standards set forth for the PROJECT. If a program requirement and/or District standard is not expressly set forth for this PROJECT, then ARCHITECT’s services and the services of the ARCHITECT’s consultants and/or sub-consultants, shall be performed in a manner which is consistent with the professional skill and care of like professionals performing such services for school construction PROJECT in the State of California and consistent with the orderly progress of the work for the PROJECT. The ARCHITECT represents that he/she will follow these requirements and standards in performing all services under this AGREEMENT. All such services shall also be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the American with Disabilities Act (“ADA”). Architect shall be responsible for the completeness and accuracy of the plans and specifications. Upon request of the

DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT . The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect for review and approval for Marengo Ranch Elementary School Modernization and River Oaks Elementary School Modernization, on or before February, 2018. If the ARCHITECT cannot submit the documents by the date specified, the ARCHITECT shall notify the DISTRICT and provide an alternative date for submission for the DISTRICT's consideration.

## **ARTICLE II - SCOPE OF ARCHITECT'S SERVICES**

1. The ARCHITECT's services include those described not only in this Article, but elsewhere throughout this AGREEMENT, and include structural, civil, mechanical and electrical engineering, landscape architecture services, and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including but not limited to the following: The agreement between DISTRICT and CONTRACTOR awarded the PROJECT ("CONTRACTOR"), general and supplementary conditions of the Contract between DISTRICT and CONTRACTOR, drawings, specifications, addenda and other documents listed in the agreement, and modifications issued after execution of the DISTRICT and CONTRACTOR Contract.
2. The ARCHITECT shall assist the DISTRICT and it's consultants in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as Local Health Department and Local Fire Marshal, the Office of Public School Construction (OPSC), California Department of Education (CDE) and Division of the State Architect (DSA).
3. The ARCHITECT, based on available documents from the DISTRICT and/or public agencies shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT. If, in the ARCHITECT'S professional opinion, there are questions or concerns regarding the reliability or accuracy of the available documents, the ARCHITECT shall immediately notify the DISTRICT in writing.
4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, program, and the requirements of the PROJECT before preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5 California Code of Regulations Section 14000 et seq.
6. The ARCHITECT shall provide site evaluations as appropriate to the scope of project.
7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.
8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT's program or PROJECT Budget.
9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to the size, quality or complexity prior to the commencement of the Contract Documents Phase, and method of bidding or negotiating the contract for construction.
10. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.
11. The ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI, as produced by ARCHITECT – not an independent consultant.
12. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT systems as required.
13. The ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.
14. To the extent the ARCHITECT is not familiar with suppliers, fabricators or manufacturers specified in the Construction Documents, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT as appropriate.
15. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT , including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized

to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400. ARCHITECT shall report to the DISTRICT any action needed to be taken by the DISTRICT's Governing Board to meet the requirements of Public Contract Code §3400 regarding any manufactured items the DISTRICT may want to use on a PROJECT .

16. The ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will include a provision in the contract for construction that CONTRACTORS provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.
17. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources. ARCHITECT bears no responsibility for applying, finding or securing grants or funding.
18. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.
19. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.
20. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.
21. The ARCHITECT shall have access to the work at all times.

## **22 Schematic Design Phase**

- a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.
- b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all

governmental agencies having jurisdiction over the PROJECT , including but not limited to, the Office of Public School Construction (OPSC), California Department of Education (CDE), Division of the State Architect (DSA) and the local Fire Department.

- c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.
- d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.
- e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.
- f. The ARCHITECT shall investigate existing conditions or facilities, visually verify that existing drawings of such existing conditions or facilities are accurately depicted therein, and only use and/or prepare drawings for the PROJECT that accurately depict all existing conditions and facilities. On site dimension verification and survey is not included and if required will be an additional service. Architect shall not be responsible for destructive testing or verification of conditions not visible.
- g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.
- h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, at the earliest opportunity, of any adjustments to the estimate of Construction Cost.
- i. The ARCHITECT shall not proceed to do any work or perform any services for the Design Development Phase without first obtaining written approval from the DISTRICT of the Schematic Design Documents and Information.

**23. Design Development Phase (Preliminary Plans)**

- a. Upon the ARCHITECT receiving written approval from the DISTRICT of the services set forth in Article II, paragraph 23, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including but not limited to, the Office of Public School Construction (OPSC), California Department of Education (CDE), Division of the State Architect (DSA) and the local Fire Department.
- b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.
- c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.
- d. The ARCHITECT shall not proceed to do any work or perform any services for the Construction Document Phase without first obtaining written approval from the DISTRICT of the Design Development Documents and Information.

**24. Construction Document Phases (Final Plans)**

- a. Upon the ARCHITECT receiving written approval from the DISTRICT of the services set forth in Article II, paragraph 24, the ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in most recent AutoCAD or Revit format) and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including but not limited to, the requirements of the OPSC, the DSA and the local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

Estimated date for completion of final Construction Documents see attached schedule.

- b. The ARCHITECT on DISTRICT'S behalf shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the OPSC, DSA, local Fire Department, City Design Review (DRC), County Health Department, Department of Public Works, and others which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.
- c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.
- d. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

## **25. Bidding & Award Phases**

- a. The ARCHITECT, following the DISTRICT's written approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT. Bidding for Marengo Ranch Elementary School Modernization is estimated to be held in April, 2018; Bidding for River Oaks Elementary School Modernization is planned for April, 2018.
- b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT based on documents provided by the DISTRICT and shall assist the DISTRICT in preparing the CONTRACTOR's contract and general conditions, including providing, plans or specifications, which include a requirement that the CONTRACTOR provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the CONTRACTOR, all of which shall be part of the bid documents prepared by the ARCHITECT.



- c. The ARCHITECT shall print and distribute two sets of necessary bidding information, general conditions of the contract, and supplementary general conditions of the contract to the DISTRICT, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms. (See reimbursable expenses section XI.)
- d. The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition, ARCHITECT shall provide DISTRICT with a PDF file. The DISTRICT shall be responsible for the cost of all bid documents and addenda. In the event of any modification of the ARCHITECT's drawings, specification or other documents by any person, firm or legal entity, the names and seals of the ARCHITECT and ARCHITECT's consultants, if any, shall be removed from the ARCHITECT's drawings, specifications or other documents and the DISTRICT agrees to release the ARCHITECT from any and all liability resulting from or arising out of such use, reuse or modification of the ARCHITECT's drawing, specifications or other documents.
- e. If the lowest bid exceeds the Budget for the PROJECT by 5% and the DISTRICT does not award, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI at no cost to the DISTRICT. (See article #V-6.) Increases to costs to exceed budget caused by escalation, bid climate or DISTRICT scope increases that cause the project to exceed budget by 5% shall not be deemed ARCHITECT's responsibility and shall not cause a redesign at no cost.

**27. Construction Phases**

- a. For both Marengo Ranch Elementary School Modernization and River Oaks Elementary School Modernization, the Construction Phase will commence with the award of the Construction Contract to a bidder ("CONTRACTOR"). The Construction Phase is estimated to begin in June, 2018 and to be completed in June, 2019.
- b. The ARCHITECT shall provide PDF files of plans and specification of Construction (contract) Documents. These may be reproduced by DISTRICT or CONTRACTOR at will.

The ARCHITECT shall provide technical direction to a full-time PROJECT inspector employed by and responsible to the

DISTRICT as required by applicable law. The ARCHITECT shall review the CONTRACTOR's marked set of prints indicating dimensioned location of buried utility lines (record drawings which shall be forwarded to the DISTRICT upon completion of the PROJECT.

- c. The ARCHITECT will endeavor to secure compliance by CONTRACTOR with the contract requirements, but does not guarantee the performance of CONTRACTOR's contracts.
- d. The ARCHITECT shall provide general administration of the Construction Documents, including but not limited to periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector ( on an "as needed basis" limited to 20 for entire PROJECT . See article XI.); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine CONTRACTOR's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT ; prepare a final punchlist; make final punch-list inspection of the PROJECT ; review and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the CONTRACTOR; and issue the ARCHITECT's certificate of completion and final certificate for payment.
- e. The ARCHITECT, as part of his basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and before the expiration of the guarantee period of the PROJECT. Site visit will be required before CONTRACTOR's one-year required warranty expires. See article XI.
- f. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the CONTRACTOR hereunder.
- g. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

- h. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.
- i. The ARCHITECT shall not issue orders to the CONTRACTOR that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.
- j. The ARCHITECT shall act at all times in the best interest of the DISTRICT and shall administer, on behalf of the DISTRICT, the construction contract between the DISTRICT and the CONTRACTOR. The ARCHITECT does not have authority to issue change orders or to bind the DISTRICT to any changes to the Construction Documents that would result in an increase in the original contract time or amount. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.
- k. The ARCHITECT shall at no additional cost provide services made necessary by defect or deficiencies in the work of the CONTRACTOR which through a reasonable standard of care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and CONTRACTOR but which ARCHITECT failed to do pursuant to article "n" below.
- l. The ARCHITECT shall review and certify the amounts due the CONTRACTOR. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the CONTRACTOR is entitled to payment in the amount certified.
- m. The ARCHITECT shall review or take other appropriate action upon CONTRACTOR's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review. Notwithstanding the above, ARCHITECT shall inform the

DISTRICT in writing and CONTRACTOR in the event that ARCHITECT has actual knowledge of any defects, errors or deficiencies with respect to the CONTRACTOR's performance on the PROJECT. The ARCHITECT shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs as these are the responsibility of the CONTRACTORS.

- n. The ARCHITECT shall prepare proposed change orders with supporting documentation and data for the DISTRICT's review and approval in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding CONTRACTOR's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, prepare a set of PDF file reproducible record drawings showing significant changes in the work made during construction of marked-up prints, drawings and other data furnished by the CONTRACTOR for DISTRICT.
- o. The ARCHITECT shall observe the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon CONTRACTOR compliance with the requirements of the Construction Documents.
- p. The ARCHITECT shall provide written evaluation of the performance of the CONTRACTOR under the requirements of the Construction Documents if requested in writing by the DISTRICT.
- q. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the CONTRACTOR and making subsequent revisions to drawings, specifications and other documentation resulting therefrom. ARCHITECT's cost for providing this service shall be born by the CONTRACTOR.
- r. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, local Fire Departments, OPSC, and DSA, and ensure proper PROJECT close-out within six months from filing of notice of completion.
- s. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and CONTRACTOR relating to the execution or progress of the work as provided in the construction contract. Any claim involving

more than 8 hours of ARCHITECT's services where such claim does not arise out of the ARCHITECT's alleged error and omissions shall be considered an additional service pursuant to Article III. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ARCHITECT.

- t The CONTRACTOR shall prepare as-built drawings which will be scanned into a PDF file and submitted to DISTRICT BY ARCHITECT after review.
- u Before start of construction, the following two documents are required:
  - (i) Contract Information Form DSA-102.
  - (ii) Inspector Qualification Record Form DSA-5 should be submitted 10 days before the time of starting construction.
- v The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

## **28. PROJECT Close-Outs**

- a The ARCHITECT shall endeavor to make delivery of the following documents described below to the Division of the State Architect and/or the DISTRICT for review before issuance of a "Certificate of Completion".
- b During the period the PROJECT phases are under construction the following documents are required:
  - 1. Copies of the Inspector of Record's semi-monthly reports.
  - 2. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.
  - 3. Final Punch List.
  - 4. List of all Contract Related Documents (e.g., warranties, waivers and releases, Owner and Operator Manuals, etc., etc.) required to be supplied by and/or through the CONTRACTOR.

- c. Upon completion of construction of the PROJECT, the following reports are required:
1. Copy of the Notice of Completion.
  2. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.
  3. Final Verified Report Form DSA-6 certifying all work is 100% complete from the CONTRACTOR or CONTRACTORS, Inspector of Record and Special Inspector(s).
  4. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
  5. Weighmaster's Certificate (if required by approved drawings and specifications).
  6. Copies of the signature page of all Addenda as approved by DSA.
  7. Copies of the signature page of all Change Orders as approved by DSA.
  8. Verification by the I.O.R. that all items noted on any "Field Trip Notes" have been corrected.
  9. Written representation identifying and acknowledging that all Close Out Documents (e.g., completed Final Punch List, warranties, waivers and releases, Owner and Operator Manuals etc., etc.) required to be supplied by and/or through the CONTRACTOR have been received.
  10. Any other item which may be required by a state agency.

### **ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES**

1. Whenever ARCHITECT believes that additional services are required that are caused by circumstances beyond the ARCHITECT's control, the ARCHITECT shall immediately notify the DISTRICT in writing of the need for such additional services. ARCHITECT shall not perform any additional services without first obtaining written authorization from the DISTRICT's Board. Compensation for

such services shall be negotiated, and a mutually agreed to lump sum amount ascertained and approved in writing by the DISTRICT's Board, before any such additional services are performed. Such additional services may include:

- a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations, or DISTRICT changes after their approval subsequent to the preparation and completion of the Construction Documents.
- b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.
- c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
- d. Providing services made necessary by the default of the CONTRACTOR, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.
- e. Preparing special delineations or models not provided for in Article II unless such delineations or models are used by the ARCHITECT for internal purposes or for study.
- f. If the DISTRICT requests the PROJECT be let on a segregated basis where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.
- g. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the CONTRACTOR, and liquidated damages are implemented, waived and/or modified by the District. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT including the one-year visit (see article XI).
- h. Providing interior design services such as furniture selection.

- i. Preparing measured as-built drawings and measured site utilities as-built drawings or implementing CONTRACTOR modifications and documentation of existing conditions on “as-built” documents.
  - j. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
2. If authorized in writing by the DISTRICT’s Board, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT

#### **ARTICLE IV - DISTRICT’S RESPONSIBILITIES**

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT’s objectives, schedule, budget constraints, existing conditions and/or facilities as well as any other criteria provided by the DISTRICT.
2. Before the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT . The budget shall be based upon the DISTRICT’s objectives, schedule, budget constraints and any other criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the “Budget” for the PROJECT as set forth in this AGREEMENT.
3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to CONTRACTORS only through the ARCHITECT.
4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT’s failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT’s



responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days before execution.
6. At ARCHITECT's request, the DISTRICT shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT and a written legal description of the site, and/or the DISTRICT shall furnish the services of geotechnical engineers as required by authorities having jurisdiction over the PROJECT. The DISTRICT shall also furnish the necessary tests, such as structural, mechanical, chemical, air and water pollution and hazardous material tests when required by law or authorities having jurisdiction over the PROJECT.

#### **ARTICLE V - COST OF CONSTRUCTION**

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost ("Construction Cost") shall be reconciled against the DISTRICT's Budget for the PROJECT.
2. PROJECT Construction Cost as used in this AGREEMENT means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.
3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.
4. The Construction Cost shall be the acceptable estimate of construction costs to the DISTRICT as submitted by the ARCHITECT, and approved by the District, until such time as bids have been received, whereupon it shall be revised consistent with the bid amount of the lowest responsible responsive bidder.
5. Any Budget or fixed limit of construction cost may be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.
6. If the lowest bid received exceeds the Budget by 10%:

- a. The DISTRICT may give written approval of an increase of such fixed limit;
  - b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;
  - c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;
  - d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or
  - e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.
7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT. If redesign is reasonable without compromising the intent of the PROJECT, DISTRICT's approval of the redesign will not be unreasonably withheld by the DISTRICT.

#### **ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS**

1. Estimates referred to in Article II shall be prepared on a square foot/unit costs basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.
2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and shall be reviewed with the DISTRICT before formalization.
3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

## **ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's Consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's Consultant's documents enumerated above for the purposes of additions, alignments or other development on the PROJECT site.
2. In the event of such reuse or modification by the DISTRICT of the ARCHITECT's drawings, specification or other documents by any person, firm or legal entity, the DISTRICT agrees to indemnify, defend and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorney's fees, accruing to or resulting from any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including, but not limited to, death, arising out of such use, reuse or modification of the ARCHITECT's drawing, specifications or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's Consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments or other development on the PROJECT site. Before reuse of the ARCHITECT's documents, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

## **ARTICLE VIII – SUSPENSION, ABANDONMENT, TERMINATION OF AGREEMENT**

1. District hereby reserves the right to suspend or abandon at any time all or any of the construction work on the Project or to terminate this agreement at any time. In the event of such suspension, abandonment, or termination, Architect shall be paid, for services rendered up to the date of such suspension, abandonment, or termination, less any damages suffered by District as a result of the default, if any, by Architect, Architect hereby expressly waives any and all claims for damages or compensation arising under this Agreement, as set forth herein, in the event of such suspension, abandonment, or termination.
2. If Architect's services are suspended by District, District may require Architect to resume services within ninety (90) days after written notice from District. Upon suspension, abandonment, or termination, Architect shall, if requested by District, turn over to District all preliminary studies, sketches, working drawings, specifications, computations, and all other matters to which District would have been entitled at the completion of Architect's services. Upon payment of the amount required to be paid under this article, following the termination of this

Agreement, District shall have the right to use any completed Contract Documents or other work product prepared by Architect under this Agreement for the original project for which they were intended and not for other or subsequent reuses on other sites. Architect shall make such documents available to District upon request and without additional compensation.

3. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion and the DISTRICT agrees to make progress payments in accordance with this AGREEMENT, except that the DISTRICT may withhold only those funds that are in dispute. In the event of disputes regarding the level of completion or reimbursable expenses invoiced, the DISTRICT agrees to return the invoices with a clear description of the dispute within twenty (20) working days from the date when invoice(s) are due. In the event that the withholding by the DISTRICT exceeds 25% of the total fee, the DISTRICT and ARCHITECT agree that any withholding by the DISTRICT in excess of that amount shall be considered material for the purposes of providing professional services and continuing work on the PROJECT. If the withholding by the DISTRICT is material as set forth herein, then the ARCHITECT may discontinue work on the PROJECT pending resolution of the dispute. If the DISTRICT withholds less than 25% of the total fee, and if the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

#### **ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT**

1. Records of the ARCHITECT's direct personnel and reimbursable expense pertaining to the extra services of this PROJECT and records of accounts between the DISTRICT and CONTRACTOR shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or its authorized representative at mutually convenient times.

#### **ARTICLE X - COMPENSATION TO THE ARCHITECT**

The DISTRICT shall compensate the ARCHITECT as follows:

1. ARCHITECT change orders fees are paid as approved by the District Board of Education. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated before commencing change order work.
2. Payment to the ARCHITECT will be as follows:

Schematic Design: 10% of estimated Architect Fee, to be paid monthly based on actual level of completion, as set forth in

Section 3 below.

Design Development:	15% of estimated Architect Fee, to be paid monthly based on actual level of completion, as set forth in Section 3 below.
Construction Documents:	40% of estimated Architect Fee, to be paid monthly based on actual level of completion, as set forth in Section 3 below.
D.S.A. Approval:	7% of estimated Architect Fee as set forth in Section 3 below.
Bidding Phase:	5% of estimated Architect Fee as set forth in Section 3 below.
Construction Admin:	20% of actual Architect Fee, to be paid monthly based on PROJECT ed construction period and as set forth in Section 3 below.
D.S.A./Final Closeout:	1.5% of actual Architect Fee, to be paid upon submission of the Architect's documents to DSA and 1.5% of actual Architect Fee to be paid upon actual DSA Certification.

TOTAL THROUGH RECORDATION OF NOTICE OF COMPLETION:  
100% of actual Architect Fee based on accepted bid

3. ARCHITECT's Fee is estimated as follows:

Marengo Ranch Elementary School Modernization:

\$(555,984), based on 10.52% from the estimated construction cost of \$(5,284,841\_ dollars).

River Oaks Elementary School Modernization:

\$(488,145), based on 10.60% from the estimated construction cost of \$(4,606,446 dollars.)

ARCHITECT's fee will be adjusted at the end of each phase according to final construction costs.

With the District's Approval, the fee may be augmented by a maximum of 10% if the PROJECT requires the additional services of consultants relative to the scope of the construction that is still to be defined, such as campus accessibility, security, alarm system interconnection, fire sprinklers/alarm, etc.

4. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the

ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board.

5. Expenses incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

#### **ARTICLE XI - REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic services and apply to the following specified items:
  - a. Reproduction (inclusive of printing and/or plotting) of drawings and specifications as required by this AGREEMENT which includes sets of construction documents and excludes in-house progress prints. Except where the number of copies required is defined by this AGREEMENT, the ARCHITECT shall provide two sets of documents to the DISTRICT at the completion of each phase.
  - b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.
  - c. Mailing Expenses related to correspondence with DISTRICT and CONTRACTOR.
  - d. Mileage related to meetings with DISTRICT and CONTRACTOR's at DISTRICT office and site visits.
2. Reimbursable expenses are estimated to not exceed [\$ 15,000 (dollars)] for each project, and this amount shall not be exceeded without the prior written approval of the DISTRICT.
3. Reimbursement - Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the CONTRACTOR, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:
  - a. Check prints or internal prints or plots;
  - b. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
  - c. Preliminary plans and specifications;
  - d. ARCHITECT's consultants' reimbursable;

- e Study models or mock-ups;



## **ARTICLE XII - EMPLOYEES AND CONSULTANTS**

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of Architects, landscape architects, structural, mechanical, electrical, and civil, to complete the PROJECT. All services noted above shall be provided at the ARCHITECT's sole expense.
2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECTS under the terms of this AGREEMENT.
3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.
4. The construction administrator or field representative assigned to this PROJECT by ARCHITECT shall be able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

## **ARTICLE XIII – INDEMNIFICATION, INSURANCE, MISCELLANEOUS**

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and CONTRACTOR during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.
2. General Duty of Indemnity: To the furthest extent permitted by California law, including California Civil Code section 2782.8, ARCHITECT shall defend, indemnify, and hold free and harmless the District, the governing Board of the DISTRICT, each member of the Board, its agents, representatives, officers, consultants, and employees, against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the ARCHITECT, the ARCHITECT's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed on a Project under this Agreement. For purposes of this Article XIII only, "claims" means all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as limitation upon the amount of the indemnification to be provided by the ARCHITECT.
3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or

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

- a. Workers Compensation and Employers Liability: Any and all claims under the Workers' Compensation Act and other employee benefit acts with respect to the ARCHITECT'S employees or ARCHITECT'S SUBCONTRACTOR'S employees arising out of Architect's work under this AGREEMENT.
- b. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- c. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
  1. Owned, non-owned and hired vehicles;
  2. Blanket contractual;
  3. Broad form property damage;
  4. Products/completed operations; and
  5. Personal injury.
- d. Professional liability insurance, including contractual liability, with limits of not less than FOUR MILLION DOLLARS (\$4,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such SUBCONTRACTOR to purchase and maintain insurance coverage as provided in this subparagraph with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per claim.
- e. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.
- f. General Liability insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary

and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT before cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Before commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

- g. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such SUBCONTRACTOR to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3(a)(b)(c)(d), in amounts which are appropriate with respect to that SUBCONTRACTOR's part of work which shall in no event be less than \$500,000 per occurrence. Unless noted otherwise within Article XIII.
  - h. Failure to maintain professional liability insurance, as stated above, is a material breach of this AGREEMENT and grounds for immediate termination.
4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent CONTRACTOR. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.
  5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.
  6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.
  7. This AGREEMENT shall be governed by the laws of the State of California.
  8. Each of the PARTIES have had the opportunity to, and have to the extent each

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

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

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

**PBK  
"ARCHITECT"**

**GALT JOINT UNION ELEMENTARY  
SCHOOL DISTRICT  
"DISTRICT"**

By: \_\_\_\_\_  
Gary J. Gery, AIA  
Principal  
License No. C17626

By: \_\_\_\_\_  
Tom Barentson  
Director of Business Services / CBO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**PROJECT SCOPE AS IDENTIFIED BY THE DISTRICT INCLUDING ESTIMATED COSTS:**

**River Oaks ES**

Galt Joint Unified Elementary School District

08/09/2017

PBK Project # 17232

**Preliminary Cost Estimate**

<b>Project Costs</b>		<b>Total</b>	
Construction Cost		3,838,705	69.1%
Contingency and Escalation 20%		767,741	
<b>Total Construction Cost</b>		<b>4,606,446</b>	
Architectural & Engineering Fees (12% sliding scale)	10.72%	411,371	
Technology (Flat Screens) (4 TBD @ 4K each)	Allowance	16,000	
21st Century Furniture (20 Classrooms @ 20K each)	Allowance	400,000	
DSA Plan Check Fees (to be verified)	1.5%	57,581	
Tests & Inspections	0.25%	20,000	
Inspector of Record (\$6,000 per month)	4	24,000	
Site Survey (to be verified)	Allowance	7,500	
Other (Advertising, Bidding, Legal, Reimbursables, etc.)	Allowance	10,000	
<b>Total Project Cost</b>		<b>5,552,897</b>	

**River Oaks ES**

Galt Joint Unified Elementary School District

08/09/2017

PBK Project # 17232

**Preliminary Cost Estimate DD**

Scope of Work	Quantity	Unit	Cost	Sub-Total	Total	Total + O&P
<b>Waterproofing at Mansard Roofs</b>					<b>475,000</b>	<b>610,993</b>
Replace Plywood Veneer in Dryrotted areas, Rework Roof Drains as needed, Roof Repairs and Upgrades to make water tight.	1	ls	100,000.00	100,000		
HVAC Replacement (in kind)	25	ea	15,000.00	375,000		
<b>School Security</b>					<b>148,800</b>	<b>191,401</b>
Campus Way-Finding System	1	ls	20,000.00	20,000		
Repair Wood at Beam/Column Conn.	1	ls	5,000.00	5,000		
Security Fencing	500	lf	120.00	60,000		
Path of Travel Improvements	1	ls	8,000.00	8,000		
Asphalt Paving at Outdoor Hardcourts	600	sf	10.00	6,000		
Play Surface Upgrades	600	sf	8.00	4,800		
Move Special Ed Bldg. to Back of Campus	1	ls	45,000.00	45,000		
<b>Building Interior</b>					<b>2,360,500</b>	<b>3,036,311</b>
Natural Day-Lighting (Sonotubes)	46	ea	1,000.00	46,000		
Remove/Replace Exterior Windows	177	ea	2,500.00	442,500		
Replace PA and Clock System	50,000	sf	2.00	100,000		
Replace Fire Alarm System	50,000	sf	5.00	250,000		
Replace Fire Suppression System	50,000	sf	5.00	250,000		
Install Smart Boards	20	ea	1,500.00	30,000		
Purchase Smart Boards	20	ea	8,000.00	160,000		
Replace Vinyl Wall Covering at Exterior Walls of Classrooms	40	ea	500.00	20,000		
Replace Lighting with LED	777	ea	1,000.00	777,000		
Upgrade EMS System	50,000	sf	5.00	250,000		
Addition of Outdoor Patio	1	ls	35,000.00	35,000		
<b>Total Direct Construction Cost</b>				<b>2,984,300</b>	<b>2,984,300</b>	<b>3,838,705</b>



**Marengo Ranch ES**

Galt Joint Unified Elementary School District

08/09/2017

PBK Project # 17233

**Preliminary Cost Estimate**

<b>Project Costs</b>		<b>Total</b>	
Construction Cost		4,404,034	69.9%
Contingency and Escalation 20%		880,807	
<b>Total Construction Cost</b>		<b>5,284,841</b>	
Architectural & Engineering Fees (12% sliding scale)	10.62%	467,903	
Technology (Flat Screens) (4 TBD @ 4K each)	Allowance	16,000	
21st Century Furniture (20 Classrooms @ 20K each)	Allowance	400,000	
DSA Plan Check Fees (to be verified)	1.5%	66,061	
Tests & Inspections	0.25%	20,000	
Inspector of Record (\$6,000 per month)	4	24,000	
Site Survey (to be verified)	Allowance	7,500	
Other (Advertising, Bidding, Legal, Reimbursables, etc.)	Allowance	10,000	
<b>Total Project Cost</b>		<b>6,296,305</b>	



Marengo Ranch ES  
 Galt Joint Unified Elementary School District  
 08/09/2017  
 PBK Project # 17233

**Preliminary Cost Estimate DD**

Scope of Work	Quantity		Unit Cost	Sub-Total	Total	Total + O&P
<b>Building Exterior</b>					<b>850,000</b>	<b>1,093,355</b>
Remove Masonry Columns and replace with Standing Seam Metal Roof - Campus Wide	1	ls	500,000.00	500,000		
Replace Roof Drains & Downspouts	1	ls	250,000.00	250,000		
Remodel Exterior of Bldg. H	1	ls	100,000.00	100,000		
<b>School Security</b>					<b>152,800</b>	<b>196,547</b>
Campus Way-Finding System	1	ls	20,000.00	20,000		
Repair Wood at Beam/Column Conn.	1	ls	50,000.00	50,000		
Security Fencing	500	lf	120.00	60,000		
Path of Travel Improvements	1	ls	8,000.00	8,000		
Asphalt Paving at Outdoor Hardcourts	1,000	sf	10.00	10,000		
Play Surface Upgrades	600	sf	8.00	4,800		
<b>Building Interior</b>					<b>2,421,000</b>	<b>3,114,132</b>
Natural Day-Lighting (Sonotubes)	50	ea	1,000.00	50,000		
Remove/Replace Exterior Windows	180	ea	1,200.00	216,000		
Replace PA and Clock System	50,000	sf	2.00	100,000		
Replace Fire Alarm System	50,000	sf	5.00	250,000		
Upgrade EMS System	50,000	sf	5.00	250,000		
Replace Fire Suppression System	50,000	sf	5.00	250,000		
Purchase Smart Boards	20	ea	8,000.00	160,000		
Install Smart Boards	20	ea	1,500.00	30,000		
Replace Vinyl Wall Covering at Exterior Walls of Classrooms	40	ea	500.00	20,000		
Replace Lighting with LED	780	ea	1,000.00	780,000		
Reconfigure Library	1	ls	200,000.00	200,000		
Addition of Outdoor Patio	1	ls	35,000.00	35,000		
Addition of Inovation Bldg.	1	ls	80,000.00	80,000		
<b>Total Direct Construction Cost</b>				<b>3,423,800</b>	<b>3,423,800</b>	<b>4,404,034</b>

**EXHIBIT "B"**

**PROJECT SCHEDULE**

# Design and Construction Schedule River Oaks Elementary School Marengo Ranch Elementary School



Galt Joint Unified Elementary School District

PBK Project Number 17232 & 17233

Revised 08.16.2017

Award Architectural Contract .....	<i>June 01, 2017</i>
Execute Architectural Agreements.....	<i>August 31, 2017</i>
Begin initial Architectural Backgrounds.....	<i>August 31, 2017</i>
Site Walk with Owner and Engineers to Review "Scope" .....	<i>September 05, 2017</i>
50% Design Development Documents Due from Consultants .....	<i>October 04, 2017</i>
50% Design Development Documents Page Turn with District.....	<i>October 06, 2017</i>
95% Construction Documents Due from Consultants .....	<i>November 15, 2017</i>
95% Construction Documents Page Turn with District.....	<i>November 17, 2017</i>
DSA Submittal Documents Due from Consultants .....	<i>December 12, 2017</i>
DSA Submittal for Plan Review .....	<i>December 18, 2017</i>
DSA Mark-Ups .....	<i>Week of January 29, 2018</i>
DSA Back Check Appointment .....	<i>Week of March 06, 2018</i>
Bid Documents Due .....	<i>March 20, 2018</i>
First Advertisement for Competitive Sealed Proposals .....	<i>March 27, 2018</i>
Second Advertisement for Competitive Sealed Proposals .....	<i>March 09, 2018</i>
Release for Competitive Sealed Proposals .....	<i>April 03, 2018</i>
Pre-Proposal Conference at 10:00 AM.....	<i>April 30, 2018</i>
Proposal Submissions at 2:00 PM.....	<i>May05, 2018</i>
PBK Recommendation Submitted .....	<i>May 06, 2018</i>
Agenda Item Submitted for the Board Meeting.....	<i>May11, 2018</i>

# Design and Construction Schedule River Oaks Elementary School



## Marengo Ranch Elementary School

Galt Joint Unified Elementary School District

PBK Project Number 17232 & 17233

Revised 08.16.2017

Board Workshop Presentation of Proposals.....	<i>May 18, 2018</i>
Award Construction Contract by Board.....	<i>May 19, 2018</i>
Construction to Begin.....	<i>June 02, 2018</i>
Substantial Completion of Project.....	<i>June 30, 2019</i>



**Galt Joint Union Elementary School District**

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

**Board Meeting Agenda Item Information**

<b>Meeting Date:</b> 9/27/17	<b>Agenda Item: 171.833</b> Board Consideration of Approval of Architectural Services Agreement Between the GJUESD and Derivi Castellanos Architects (DCA)
<b>Presenter:</b> Tom Barentson	<b>Action Item:</b> XX <b>Information Item:</b>

The agreements provided by DCA Architects are for the purpose of contracting with the GJUESD for architectural, project management support services and other construction related services. These construction projects are funded by Measure K, Proposition 39 (Clean Energy Act), Proposition 51 (State Facilities Bond), and other funding sources as required.

The contract is followed by two proposals that include: 1.) Proposal for Architectural Services for Greer and Valley Oaks schools and 2.) Proposal for Project Management Support Services for district wide projects, as needed.

The contract has been reviewed by Addison Covert, District Facilities Attorney and will be signed pending Board approval.

Fiscal Impact

Proposal for project scoping services for Greer and Valley Oaks Elementary not to exceed \$25,000.

Proposal for project management for district wide projects based on time and materials based on the hourly rate schedule included with the Proposal for Management Support Services.

**MASTER AGREEMENT**

**FOR**

**ARCHITECTURAL SERVICES**

**BETWEEN**

**GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT  
(DISTRICT)**

**AND**

**DERIVI CASTELLANOS ARCHITECTS  
(ARCHITECT)**

Assigned by the District through Supplemental Agreements

Board Approval: September 27, 2017

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT  
1018 C Street, Suite 210  
Galt, CA 95632

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**MASTER AGREEMENT  
FOR  
ARCHITECTURAL SERVICES**

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This Agreement for Architectural Services (“Agreement”) is between the DISTRICT, a California public school district (the “District”), and Derivi Castellanos Architects (the “Architect”), with respect to the following recitals:

- A. District proposes to undertake the construction of multiple improvement projects, which require the services of a duly qualified and licensed architect.
- B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school projects.
- C. The Parties have negotiated the terms under which Architect will provide such services and reduce such terms to writing by this Agreement. As each Project arises, the District will select one of its architects to perform design and oversight services for that Project, and if Architect is the firm selected, the District and Architect shall fully execute and approve an addendum to this Agreement in the form of *Exhibit A* or *Exhibit B*.

The Parties therefore agree as follows:

**ARTICLE 1  
DEFINITIONS**

1.1 **Additional Services.** “Additional Services” shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 below.

1.2 **Agreement.** “Agreement” shall mean this Agreement for Architectural Services.

1.3 **Architect.** “Architect” shall mean **Derivi Castellanos Architects**, and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

1.4 **Basic Services.** Architect’s Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.

1.5 **Contract Documents.** “Contract Documents” shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-



service-connected equipment and site work.

1.6 **Contractor.** “Contractor” shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.

1.7 **District.** “District” shall mean the DISTRICT, and its governing board members, employees, agents and authorized representatives.

1.8 **Project.** “Project” shall mean each work of improvement added by an amendment in the form of the supplemental agreement attached at *Exhibit A* hereto, entitled “Form of Amendment to Add Project to Master Agreement Not-to-Exceed Fixed Fee Basis,” or the supplemental agreement attached at *Exhibit B*, hereto, entitled “Form of Amendment to Add Project to Master Agreement Not-to-Exceed Percentage Fee Basis,” described in Article 3 and the design and construction thereof, including the Architect’s services thereon, as described in this Agreement.

1.9 **Project Construction Cost.** “Project Construction Cost” shall mean the estimate of total construction costs to the District as initially submitted by the Architect under this Agreement and accepted by the District, as subsequently revised by changes to the Project Construction Cost under Article 5 of this Agreement, and as subsequently revised at the time the District enters a construction contract to equal the construction contract amount.

1.10 **Wrongful Acts or Omissions.** “Wrongful Acts or Omissions” shall mean Architect’s acts or omissions in breach of this Agreement, the applicable standard of care, or law.

## **ARTICLE 2 RETENTION OF ARCHITECT; STANDARD OF CARE**

2.1 District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and subsequent amendments for each Project, and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of each such Project. All services for a Project performed by the Architect under and required by this Agreement shall be performed (a) in compliance with this Agreement and subsequent amendments for such Project, and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act (“ADA”). Architect shall be responsible for the completeness and accuracy of the plans and specifications.

## **ARTICLE 3 DESCRIPTION OF PROJECT**

3.1 Each Project for which Architect will provide architectural services shall be set forth in the form of *Exhibit A* or *Exhibit B* to this Agreement, and upon full execution and approval of an

amendment in such form it shall amend this Agreement to include such Project, and the Parties' rights and obligations for that Project shall be governed by this Agreement, except as specifically provided in the amendment for that Project.

## **ARTICLE 4 COMPENSATION**

**4.1 Basic Services.** For the Basic Services satisfactorily performed under this Agreement for a Project, Architect shall be compensated as provided in the fully executed and approved *Exhibit A* or *Exhibit B* for that Project. However, Architect will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions.

**4.2 Additional Services.** Architect may invoice separately for Additional Services if provided by Architect under Article 6, to be paid on an hourly basis using the rates stated in Section 4.8. However, Architect will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

### **4.3 Reimbursable Expenses**

4.3.1 Reimbursable Expenses are those actual out-of-pocket expenses directly incurred as a result of Architect's performance of Basic or Additional Services under this Agreement. Architect may charge a 10% mark-up on Reimbursable Expenses. Reimbursable Expenses are limited to these expenses related to the Project: fax, reproduction expense, postage, messenger, transportation, living expenses in connection with out-of-town travel, long distance communications, expense of renderings, models and mock-ups requested by District, expense of publishing under Section 5.6.5, expense of data processing and photographic production techniques when used in connection with Additional Services, and, if authorized in advance by the District, expense of overtime work requiring higher than regular rates. Reimbursable Expenses do not include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions.

4.3.2 Architect shall be reimbursed by District for its Reimbursable Expenses on a Project as provided in the fully executed and approved *Exhibit A* or *Exhibit B* for that Project.

4.4 For services satisfactorily performed on a Project, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, list all activities performed, and the rate of compensation for staff on the Project. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice.

4.5 The Architect's compensation for a Project shall be paid notwithstanding a Contractor-caused delay in completion of the Project or reduction of final construction cost by reason of penalties,

liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, and (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20. Ten Thousand Dollars (\$10,000.00) will be withheld from any Construction Phase payments until District receives certification of Field Act approval.

4.6 Should District cancel a Project under section 12.1 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 District has the right to audit Architect's records and files regarding, or relating to, any of the work performed by Architect for District on a Project during or after the Project. Architect shall keep complete records showing all hours worked and all costs and charges applicable to its work under this Agreement. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to Architect's Project-related records and files for audit purposes within thirty (30) days of receipt of District's request.

4.8 Architect's hourly rate schedule for its services is attached as *Exhibit C*.

4.9 Architect shall not accept compensation or other benefits from other persons related to a Project, including payments from manufacturers of construction materials that are specified in the design.

## **ARTICLE 5 BASIC SERVICES TO BE RENDERED BY ARCHITECT**

### **5.1 General**

5.1.1 Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project that is described in the fully executed and approved amendment to this agreement for that Project (see *Exhibit A* or *Exhibit B*). The Basic Services for each Project also include the services described in this Agreement, especially Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Architect shall review the estimate described more fully below at each phase of

Architect's services, also as defined below. If such estimates are in excess of the Project budget, the Architect shall revise the scope, type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the District of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions.

5.1.4 The Architect shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index.

5.1.5 At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for, and list in the construction documents, any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 All personnel provided by Architect shall be qualified to perform the services for which they are provided. District may, upon Twenty (20) days' written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Agreement.

## **5.2 Consultants**

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants' necessary to Architect's performance of this Agreement and licensed to practice in their respective professions in the State of California. The Architect's consultants shall be employed or retained to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants employed or retained, and the compensation paid to those retained.

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.

5.2.3 The Architect shall procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

5.2.4 Architect shall procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Architect shall assist the District and its consultants to apply for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect ("DSA"), OPSC and California Department of Education in connection therewith.

### **5.3 Schematic Design Phase**

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's governing board's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the schematic design documents.

5.3.5 The Architect shall submit to the District a preliminary Project Construction Cost based on current area, volume and other unit costs.

#### **5.4 Design Development Phase**

5.4.1 Following District's governing board's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's governing board's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work. The revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the

performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the design development documents.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall prepare necessary documents for the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project.

5.4.4 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at District's expense one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval.

## **5.5 Contract Documents Phase**

5.5.1 Following the District's governing board's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents for the written approval of District's governing board consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a (sub)consultant and other (sub)consultants or the Architect; except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for written approval of District's governing board. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA").

5.5.2 Architect shall consult with, and involve, the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use. If the District is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required and does not affect Architect's obligations under this Agreement.

5.5.4 After approval by the District's governing board and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the necessary corrections to secure DSA approval. At District's expense, Architect shall arrange for the scanning of the DSA approved Contract Documents and for the return of the originals and an electronic copy to DSA.

5.5.5 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by District's governing board along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with, and involve, the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect that multiple contractors will be performing separate bid packages, including a general conditions bid package. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's written approval of the Contract Documents.

## **5.6 Bidding and Negotiations Phase**

5.6.1 Following DSA's and District's governing board's written approval of Contract Documents, and District's governing board's written acceptance of Architect's final estimate of Project Construction Cost and construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package in the number requested by the District, at District's expense, and distribute them among interested contractors. Architect shall also assist the District in obtaining bids, and shall assist the District in evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents, which does not include those for the use of the Architect or its consultants, requested by the District shall be reproduced at District's expense.

5.6.2 Architect's estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.



5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than fifteen percent (15%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within fifteen percent (15%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the scope and size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within fifteen percent (15%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than fifteen (15%) at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within fifteen percent (15%) of the Architect's Project Construction Cost.

5.6.4 If requested by District, the Architect shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.6.5 If, in the District's discretion, the District will seek total or partial State funding for this Project, the Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises.

## **5.7 Construction Phase**

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless District grants additional authority in writing.

5.7.3 Upon request by District, the Architect shall provide District with copies of all of its correspondence with the Contractor.

5.7.4 The Architect shall provide prompt and timely direction to the District, Project inspectors and/or Contractor as to the interpretation of Contract Documents. Architect shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the Project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response,

when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Architect shall review as-built record drawings prepared by Contractor, as required by the contract for construction, indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of the Project. While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions, except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also review and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents assembled by Contractor as required by the contract for construction.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations under Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package, but Architect shall remain responsible for supervising such Contractor to ensure performance of this task. Architect shall provide a copy of all such notifications to the District.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Architect may perform its functions under the Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require Contractors to comply with the Contract Documents, and shall guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance.

Unless otherwise assigned, Architect has the primary responsibility for the Project to supervise, coordinate and manage the compliance of all parties, including the District's Inspector of Record/Project Inspector ("IOR"), Contractor, any Construction Manager, laboratories, District and Architect itself, with the DSA Construction Oversight Process.

The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) submitting the inspection card request form (DSA 102-IC), (b) providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card, and (c) directing and monitoring the IOR and laboratories of record, and (d) coordinating with the Owner, Contractor, any Construction Manager, laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.

5.7.9 The Architect shall visit the site, both as the Architect deems necessary and as requested by the District, to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector unless Architect has agreed in writing to serve as the District's Project Inspector.

5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

Unless indicated otherwise, with respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith. When construction is properly completed, Architect shall provide such an appropriate statement as to Hazardous Substances as is required of architects for such projects by the OPSC.

5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in accordance with the Contract Documents based upon Architect's observations of the completed work, and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District resulting from Wrongful Acts or Omissions by Architect, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District.

5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Architect's fee for services related to such change order shall be paid as an Additional Service under Articles 4 and 6. If a change order is solicited by the District but not subsequently

authorized by the District, the Architect shall be paid for time spent on the proposed change order.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Architect's services in connection with that change order are not compensable and Architect shall not include those services on any invoice.

5.7.19.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.

5.7.20 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of Wrongful Acts or Omissions by Architect, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the following:

5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

5.7.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions, including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

The District may back charge, and withhold payment from the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so back charges and withholds, upon Architect's request District and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. If mediation fails, then either District or Architect can initiate a court action to resolve the dispute.

5.7.21 The Architect shall provide a color schedule of all finish materials in the Project for the District's review and approval.

5.7.22 The Architect shall assist District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. If requested by District, Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.

5.7.23 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.

5.7.24 Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Architect has willfully violated any of the above-referenced laws, Architect shall remedy the violation at its own cost. Architect shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of this paragraph due to Architect's negligence, recklessness or willful misconduct. The Architect shall not be responsible for acts or omissions of the District or Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

5.8 Use of Previously Prepared Materials. In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect under this Agreement.

## **ARTICLE 6 ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT**

6.1 "Additional Services" shall be provided by Architect on a Project if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be paid based on the hourly rates in Section 4.8 and as otherwise set forth in this Agreement, or as otherwise agreed to by the parties hereto.

6.2 The following is a list of services that are not included in the Basic Services to be provided under this Agreement for a Project, and will be performed only in accordance with Article 6.1, above:

6.2.1 providing financial feasibility or other special studies;

6.2.2 providing services relative to future facilities, systems and equipment which are not

intended to be constructed during the Construction Phase;

6.2.3 providing coordination of Project performed by separate contractors or by the District's own forces;

6.2.4 providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;

6.2.5 making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;

6.2.6 providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;

6.2.7 providing services made necessary by the default of the Contractor;

6.2.8 providing services in connection with any public hearing, dispute, claim, mediation, arbitration or legal proceeding;

6.2.9 providing services of consultants for other than the customary architectural, civil, structural, mechanical and electrical engineering services for the Project;

6.2.10 at the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;

6.2.11 providing services related to change orders requested by the District, but which are not subsequently authorized (see second sentence of Section 5.7.19.1), above; and

6.2.12 providing any other services not otherwise included in the Agreement and not customarily furnished in accordance with generally accepted architectural practice.

## **ARTICLE 7 RESPONSIBILITIES OF DISTRICT**

It shall be the duty of District to:

7.1 pay all fees required by any reviewing or licensing agency;

7.2 designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Agreement and the Contract Documents;

7.3 furnish, at the District's expense, the services of a Project Inspector;

7.4 review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;

- 7.5 issue appropriate orders to Contractors through the Architect;
- 7.6 furnish existing soil investigation, geological hazard reports and topographic surveys which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect;
- 7.7 furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;
- 7.8 provide asbestos and other hazardous materials survey, laboratory testing and abatement;
- 7.9 furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;
- 7.10 furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect; and
- 7.11 furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware. However, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this Agreement.

**ARTICLE 8**  
**PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

8.1 The Architect shall obtain a certificate of insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, to protect the Architect and District against loss from liability imposed in relation to such Project for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Agreement. The District shall be named as an additional insured on all such policies.

8.2 The following minimum insurance shall be maintained by the Architect in full force and effect during the entire period of performance of such Project, including any extensions, and shall be written, to the extent reasonably available, on an "occurrence" basis: Commercial general liability insurance shall be in amounts not less than Two Million Dollars (\$2,000,000.00) general aggregate, One Million Dollars (\$1,000,000.00) personal and advertising injury aggregate, with a per occurrence limit of One Million Dollars (\$1,000,000.00); and Automobile liability insurance



covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit. If liability insurance is not reasonably available on an occurrence basis, Architect shall provide liability insurance on a claims-made basis.

8.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the District.

8.4 Should any of the required insurance be provided for a Project under a claims-made form, Architect shall maintain such coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the completion of the Project (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.

8.5 The Architect's insurance policies for each Project shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Architect shall name, on any policy of insurance required for a Project, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability for a Project shall not be reduced by the existence of such other insurance. Architect shall not commence work on a Project under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements for that Project have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

8.6 If making application for any extension of time on a Project, Architect shall ensure all required insurance will be in effect during the requested additional period of time.

8.7 If the Architect fails to maintain such insurance for a Project, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable during the Project on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.

8.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations during a Project.

8.9 Each of Architect's consultants on a Project shall comply with this Article, and Architect shall include such provisions in its contracts with them.

8.10 Insurance companies providing the above policies on a Project shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

8.11 Any failure to maintain any item of the required insurance on a Project may, at District's sole option, be sufficient cause for termination of this Agreement.

## **ARTICLE 9 WORKER'S COMPENSATION INSURANCE**

9.1 The Architect shall furnish satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance for each Project with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District.

9.2 Architect shall furnish satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance for that Project. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time

## **ARTICLE 10 ERRORS AND OMISSIONS INSURANCE**

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

10.2 Architect shall furnish satisfactory proof that the Architect has, for the period of such Project, errors and omissions insurance on an occurrence basis, with limits of at least Two Million Dollars (\$2,000,000.00) and with a deductible in an amount not to exceed the sum of Fifty Thousand Dollars (\$50,000). If errors and omissions insurance is not reasonably available on an occurrence basis, Architect shall provide errors and omissions insurance on a claims-made basis.

10.3 Each of Architect's professional sub-consultants on each Project shall comply with this Article 10, and Architect shall include such provisions in its contracts with them.

10.4 Said errors and omissions insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance)

to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

10.5 Should any of the above required insurance be provided for a Project under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.

10.6 Architect shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

10.7 At the time of making application for any extension of time on a Project, upon request by District, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.

10.8 If the Architect fails to maintain such insurance on a Project, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.

10.9 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations on a Project.

10.10 Each of Architect's consultants on a Project shall comply with this Article, and Architect shall include such provisions in its contracts with them.

10.11 Insurance companies providing the above policies on a Project shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

10.12 Any failure to maintain any item of the required insurance on a Project may, at District's sole option, be sufficient cause for termination of this Agreement.

## **ARTICLE 11 COMPLIANCE WITH LAWS**

11.1 Architect shall be familiar with, and Architect and Architect's design shall comply with, all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA").

**ARTICLE 12**  
**SUSPENSION, ABANDONMENT, TERMINATION OF AGREEMENT**

12.1 District hereby reserves the right to suspend or abandon at any time all or any of the construction work on the Project or to terminate this Agreement at any time. In the event of such suspension, abandonment, or termination, Architect shall be paid pursuant to Article 4 herein, for services rendered up to the date of such suspension, abandonment, or termination, less any damages suffered by District as a result of the default, if any, by Architect. Architect hereby expressly waives any and all claims for damages or compensation arising under this Agreement, as set forth herein, in the event of such suspension, abandonment, or termination.

12.2 If Architect's services are suspended by District, District may require Architect to resume services within ninety (90) days after written notice from District.

12.3 Upon suspension, abandonment, or termination, Architect shall, if requested by District, turn over to District all preliminary studies, sketches, working drawings, specifications, computations, and all other matters to which District would have been entitled at the completion of Architect's services. Upon payment of the amount required to be paid under their article and Article 4 herein, following the termination of this Agreement, District shall have the right to use any completed Contract Documents or other work product prepared by Architect under this Agreement for the original project for which they were intended and not for other or subsequent reuses on other sites. Architect shall make such documents available to District upon request and without additional compensation.

**ARTICLE 13**  
**ARCHITECT AN INDEPENDENT CONTRACTOR**

13.1 It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

**ARTICLE 14**  
**STANDARDIZED MANUFACTURED ITEMS**

14.1 The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in a Project under this Agreement. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

**ARTICLE 15**  
**OWNERSHIP OF DOCUMENTS**

15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect for a Project under this Agreement shall be and

shall remain the property of the District for all purposes, not only as they relate or may relate to such Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to such Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to such Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to such Project) under Education Code Section 17316.

15.2 The Architect will provide the District, at their request, with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect for a Project under this Agreement. Architect shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

## **ARTICLE 16 LICENSING OF INTELLECTUAL PROPERTY**

16.1 This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect for a Project under this Agreement, not only as they relate or may relate to such Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to such Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to such Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to such Project) under Education Code Section 17316. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed on a Project under this Agreement.

16.2 The compensation for a Project under this Agreement includes compensation not only for any use in connection with such Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to such Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District reuses the plans prepared by the Architect for a Project and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

16.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be

prepared for a Project under this Agreement. Architect shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of Article 16 due to Architect's negligence, recklessness or willful misconduct. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

## **ARTICLE 17 ACCOUNTING AND OTHER RECORDS OF ARCHITECT**

17.1 Architect's records of accounts regarding a Project under this Agreement shall be kept in accordance with generally accepted accounting principles. District has the right to audit Architect's records and files regarding any of the work Architect performed for District on a Project during or after the Project. District shall be given reasonable access to Architect's records and files for audit purposes within thirty (30) days of receipt of District's request. Architect shall keep and maintain these records and files for ten (10) years.

## **ARTICLE 18 INDEMNITY**

18.1 Architect Indemnification. To the fullest extent permitted by law, including California Civil Code section 2782.8, the Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees ("District Indemnitees") against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed on a Project under this Agreement. For purposes of this Article 18.1 only, "claims" means all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Architect.

18.2 District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

**ARTICLE 19  
TIME SCHEDULE**

19.1 **Time for Completion.** Time is of the essence of this Agreement. The Architect shall timely complete its Basic and Additional Services for a Project as expeditiously as possible and according to the schedule provided in the fully executed and approved amendment for that Project (see *Exhibit A* or *Exhibit B*).

19.2 **Delays.** The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule for a Project if approved by the District. Any time during which the Architect is delayed in the Architect's work on a Project by acts of District or its employees or as determined by the District, those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect.

**ARTICLE 20  
MISCELLANEOUS PROVISIONS**

20.1 This Agreement shall be governed by and construed in accordance with 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 in which the District maintains its district office, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

District: Galt Joint Union Elementary School District  
1018 C Street, Suite 210  
Galt, CA 95632  
Attention: Tom Barentson, Director of Business Services/CBO

Architect: Derivi Castellanos Architects  
95 S Market St., Suite 480  
San Jose, CA 95113  
Attention: Juan Barroso, Managing Partner

20.4 This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.

20.5 If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

20.6 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties. No action or failure to act by the District shall constitute a waiver of any right or duty afforded the District under this Agreement, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach under this Agreement, except as may be specifically agreed to in a written amendment to this Agreement.

20.7 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.

20.8 This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Architect, by the execution of this Agreement, acknowledges that the Architect has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

20.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.

20.10 Prior to executing this Agreement, the Architect shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.

20.11 If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover all of its litigation expense, costs and fees from the other party, including reasonable attorneys' and experts' fees.

\*\*\*\*\*

**ARCHITECT:**  
Derivi Castellanos Architects

**DISTRICT:**  
Galt Joint Union Elementary School District

By: \_\_\_\_\_  
Juan G. Barroso  
Managing Partner

By: \_\_\_\_\_  
Tom Barentson  
Director of Business Services/CBO



*Exhibit A*

**SUPPLEMENTAL AGREEMENT**

**[Project Number]**

**FORM OF AMENDMENT TO ADD PROJECT TO MASTER AGREEMENT**

**NOT-TO-EXCEED FIXED FEE BASIS**

Pursuant to the agreement between the Galt Joint Union Elementary School District (District”) and Derivi Castellanos Architects (“Architect”) effective \_\_, 201\_\_ (“Agreement”), The District and Architect agree to amend the Agreement to add architectural services for design and construction administration of the following project (“Project”): \_\_\_\_\_ [insert description of Project].

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this amendment, the terms of this amendment shall control.

For the Project, Architect shall perform the Basic and Additional Services specified in the Agreement and this amendment. Multiple prime construction contracts [insert “are” or “are not”] being used as the delivery method for the Project.

For the architectural services to be provided under this amendment to the Agreement, Architect shall complete such services according to the following schedule: \_\_\_\_\_.

For the Basic Services satisfactorily performed under this amendment to the Agreement, Architect shall be compensated according to its hourly rate schedule (Exhibit B to the Agreement). Architect’s total compensation for its Basic Services shall not exceed \$\_\_\_\_, which is Architect’s estimate of the maximum total cost of its Basic Services on the Project, based on its \_\_\_\_\_, 201\_\_, fee estimate.

If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect’s Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

Architect's total reimbursement for Reimbursable Expenses shall not exceed \$\_\_\_\_\_, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

\*\*\*\*\*

**ARCHITECT:**  
Derivi Castellanos Architects  
District

**DISTRICT:**  
Galt Joint Union Elementary School

By: \_\_\_\_\_  
Juan G. Barroso  
Managing Partner

By: \_\_\_\_\_  
Tom Barentson  
Director of Business Services/CBO

*Exhibit B*

**SUPPLEMENTAL AGREEMENT**

**[Project Number]**

**FORM OF AMENDMENT TO ADD PROJECT TO MASTER AGREEMENT**

**NOT-TO-EXCEED PERCENTAGE FEE BASIS**

Pursuant to the agreement between INSERT CLIENT NAME (“District”) and Derivi Castellanos Architects (“Architect”) effective \_\_, 201 (“Agreement”), the District and Architect agree to amend the Agreement to add architectural services for design and construction administration of the following project (“Project”): [insert description of Project].

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this amendment, the terms of this amendment shall control.

For the Project, Architect shall perform the Basic and Additional Services specified in the Agreement and this amendment. Multiple prime construction contracts [insert “are” or “are not”] being used as the delivery method for the Project.

For the architectural services to be provided under this amendment to the Agreement, Architect shall complete such services according to the following schedule: [insert description of schedule, including milestone deadlines].

For the Basic Services satisfactorily performed under this amendment to the Agreement, the total compensation paid to the Architect for the Project shall be no more than percent (\_\_%) of the final adjusted Project Construction Cost for the Project. This compensation shall be paid pursuant to the following schedule:

Payment Upon Completion of:	
Schematic Design	20%
Design Development Phase	20%
Contract Documents Phase	30%
DSA Back Check	5%
Bidding Phase	5%
Construction Phase	20%
TOTAL BASIC COMPENSATION 100%	

Architect's total reimbursement for Reimbursable Expenses shall not exceed \$\_\_\_\_\_, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

**ARCHITECT:**

Derivi Castellanos Architects  
District

**DISTRICT:**

Galt Joint Union Elementary School

By: \_\_\_\_\_  
Juan G. Barroso  
Managing Partner

By: \_\_\_\_\_  
Tom Barentson  
Direct of Business Services/CBO

*Exhibit C*  
**HOURLY RATES**

*Hourly Rates to be included in Supplemental Agreements – Form of Amendment to add individual Projects to the Master Agreement.*

**Exhibit A**

**SUPPLEMENTAL AGREEMENT**

**[Project Number]**

**FORM OF AMENDMENT TO ADD PROJECT TO MASTER AGREEMENT**

**NOT-TO-EXCEED FIXED FEE BASIS**

Pursuant to the agreement between the Galt Joint Union Elementary School District ("District") and Derivi Castellanos Architects ("Architect") effective \_\_\_\_\_, 201\_\_ ("Agreement"), The District and Architect agree to amend the Agreement to add architectural services for design and construction administration of the following project ("Project"): \_\_\_\_\_ [insert description of Project].

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this amendment, the terms of this amendment shall control.

For the Project, Architect shall perform the Basic and Additional Services specified in the Agreement and this amendment. Multiple prime construction contracts \_\_\_\_\_ [insert "are" or "are not"] being used as the delivery method for the Project.

For the architectural services to be provided under this amendment to the Agreement, Architect shall complete such services according to the following schedule: \_\_\_\_\_.

For the Basic Services satisfactorily performed under this amendment to the Agreement, Architect shall be compensated according to its hourly rate schedule (Exhibit C to the Agreement). Architect's total compensation for its Basic Services shall not exceed \$\_\_\_\_\_, which is Architect's estimate of the maximum total cost of its Basic Services on the Project, based on its \_\_\_\_\_, 201\_\_, fee estimate.

If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

Architect's total reimbursement for Reimbursable Expenses shall not exceed \$\_\_\_\_\_, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

\*\*\*\*\*

**ARCHITECT:**  
Derivi Castellanos Architects

**DISTRICT:**  
Galt Joint Union Elementary School District

By: \_\_\_\_\_  
Juan G. Barroso  
Managing Partner

By: \_\_\_\_\_  
Tom Barentson  
Director of Business Services/CBO

**Exhibit B**

**SUPPLEMENTAL AGREEMENT**

**[Project Number]**

**FORM OF AMENDMENT TO ADD PROJECT TO MASTER AGREEMENT**

**PERCENTAGE FEE BASIS**

Pursuant to the agreement between INSERT CLIENT NAME (“District”) and Derivi Castellanos Architects (“Architect”) effective \_\_\_\_\_, 201\_\_ (“Agreement”), the District and Architect agree to amend the Agreement to add architectural services for design and construction administration of the following project (“Project”): \_\_\_\_\_ [insert description of Project].

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this amendment, the terms of this amendment shall control.

For the Project, Architect shall perform the Basic and Additional Services specified in the Agreement and this amendment. Multiple prime construction contracts \_\_\_\_\_ [insert “are” or “are not”] being used as the delivery method for the Project.

For the architectural services to be provided under this amendment to the Agreement, Architect shall complete such services according to the following schedule: \_\_\_\_\_ [insert description of schedule, including milestone deadlines].

For the Basic Services satisfactorily performed under this amendment to the Agreement, the total compensation paid to the Architect for the Project shall be no more than \_\_\_\_\_ percent (\_\_\_%) of the final adjusted Project Construction Cost for the Project. This compensation shall be paid pursuant to the following schedule:

Payment Upon Completion of:

Schematic Design	20%
Design Development Phase	20%
Contract Documents Phase	30%



DSA Back Check	5%
Bidding Phase	5%
Construction Phase	20%
<b>TOTAL BASIC COMPENSATION</b>	<b>100%</b>

Architect's total reimbursement for Reimbursable Expenses shall not exceed \$\_\_\_\_\_, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

**Derivi Castellanos Architects**

**Galt Joint Union Elementary School District**

By: \_\_\_\_\_

Juan G. Barroso  
Managing Partner

By: \_\_\_\_\_

Tom Barentson  
Direct of Business Services/CBO



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

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

July 19, 2017

Mr. Tom Barentson  
Director of Business Services/CBO  
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT  
1018 C Street, Suite 210  
Galt, CA 95632

**Re: Proposal for Architectural Services**  
Greer and Valley Oaks Elementary Schools  
Project Scoping Services

Dear Mr. Barentson:

Thank you for inviting Derivi Castellanos Architects (DCA) to submit this Proposal to assist you with Project Scoping services at Greer and Valley Oaks Elementary Schools.

#### PROJECT DESCRIPTION

The Galt Joint Union Elementary School District (GJUESD) wishes to begin implementing much-needed facilities improvement projects identified in its Facilities Master Plan dated January 2016 and funded by the voter-approved Measure K. In order to facilitate these projects, DCA will provide Project Scoping Services, which include: detailed review of Facilities Master Plan, review of existing conditions and sites, discussions with administration and site staff, budgeting, scheduling and prioritization of the proposed improvements. The results of this exercise will allow GJUESD to define scopes of work, budgets and timelines for potential projects at Greer and Valley Oaks Elementary Schools.

#### SERVICES TO BE PROVIDED BY DCA

DCA will provide the following services for Greer and Valley Oaks Elementary School:

- Detailed review of proposed improvements in Facilities Master Plan
- Review of existing conditions and sites
- Discussions with administration and site staff
- Preliminary budgets and timelines for the proposed improvements
- Prioritization of proposed improvements with guidance from GJUESD
- Deliverables: executive summary, narrative of proposed improvements, conceptual site diagrams, project budgets and timelines

TIMELINE

DCA's services, as described above, will begin immediately upon acceptance in writing of this Proposal by GJUESD and will be substantially complete within four weeks.

COMPENSATION

The basis of compensation to DCA shall be Time-and-Materials, Not-to-Exceed, as described below:

1. Project Scoping for Greer Elementary School	\$10,000
2. Project Scoping for Valley Oaks Elementary School	\$15,000
Total	\$25,000

Client will be invoiced monthly. Invoiced amounts are due and payable within thirty (30) days from receipt of invoice. DCA Hourly Rate Schedule dated January 1, 2017 is attached. A 1.5% late charge will be applied to all overdue amounts every month.

ASSUMPTIONS & CLARIFICATIONS

1. Full design services, specifications and details will be included in a future proposal once Project Scope is defined.
2. District will provide most recent DSA-approved as-built drawings and other pertinent information. This will include access to the District's plan archive.
3. District will provide a topographic survey of the site if required for the design work.
4. DCA will not be responsible for the performance of District vendors or contractors.
5. DCA will accept no responsibility for existing site conditions, deficiencies, violations, hazardous materials, contamination that may exist on the site.
6. DCA will not work with hazardous or contaminated materials.
7. The District will be responsible to confirm that no easements or other encumbrances exist within the project areas.
8. District will be responsible for any permit, agency or utility company fees.
9. District will be responsible for any CEQA requirements
10. District is advised to investigate any uncertified projects on this site prior to proceeding with this work. DCA can assist the District with certification of old/uncertified projects at T&M rates.
11. DCA's deliverables will be produced in two-dimensional industry-standard AutoCAD drawing format and will be transmitted to District in PDF format.
12. Any other services not specifically included above will incur additional cost at T&M Rates.

13. DCA provides the following standard insurance coverages; if additional coverages are requested by District, they will be provided upon acceptance by District of additional premium:
- a. General Liability: \$1 million per occurrence/\$2 million aggregate
  - b. Auto: \$1 million per occurrence/\$2 million aggregate
  - c. Workers Comp: per statute
  - d. Professional Errors & Omissions: \$1 million per occurrence/\$2 million aggregate

ACCEPTANCE OF THIS AGREEMENT

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

DERIVI CASTELLANOS ARCHITECTS

\_\_\_\_\_  
(Signature of Client or Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**HOURLY RATE SCHEDULE**  
**Effective January 1, 2017**

The following rate schedule shall be used as a basis for establishing "time and materials" compensation:

Managing Partner	\$200.00
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**ARCHITECTURAL SERVICES**

Principal Architect	\$170.00
Director of Engineering	\$170.00
Architect	\$150.00
Sr. Project Coordinator	\$120.00
Project Coordinator	\$110.00
Sr. Designer	\$100.00
Designer	\$90.00
Drafter	\$80.00
Intern	\$70.00
Clerical Assistant	\$55.00
Consultants	actual cost +10%

**PROJECT MANAGEMENT/CONSULTING SERVICES:**

Funding Advisor	\$200.00
Director of Engineering	\$170.00
Sr. Project Manager	\$170.00
Project Manager	\$150.00
Cost Estimator	\$150.00
Sr. Project Coordinator	\$120.00
Project Coordinator	\$110.00
Intern	\$70.00
Clerical Assistant	\$55.00
Consultants	actual cost +10%

Reimbursable costs shall be billed at actual cost plus 10% and include reproduction, office consumables, mileage, shipping, telephone, software services, meeting costs, travel time, lodging, other miscellaneous services and expenses required to accomplish the work. Mileage will be reimbursed at the IRS standard mileage rate. These expenses shall not be considered a part of the overall maximum fee. All invoices are due and payable within 30 days of invoice date. All invoices for which payment is not received within 45 days will be assessed a 1.5% per month late charge (18% Annual Percentage Rate). This schedule is subject to adjustment every January 1st.



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

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

July 19, 2017

Mr. Tom Barentson  
Director of Business Services/CBO  
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT  
1018 C Street, Suite 210  
Galt, CA 95632

**Re: Proposal for Project Management Support Services**  
District-wide Projects, As-needed

Dear Mr. Barentson,

Thank you for inviting Derivi Castellanos Architects (DCA) to submit this Proposal to assist you with Project Management Support Services related to the above-referenced projects.

#### PROJECT BACKGROUND

The Galt Joint Union Elementary School District (GJUESD) wishes to begin implementing much-needed facilities improvement projects identified in its Facilities Master Plan, Prop 39 Energy Expenditure Plan and deferred maintenance program. In order to facilitate these projects, DCA will provide Project Management Support Services for District-wide projects on an as-needed basis. Support services will include: project planning, scoping, budgeting, value engineering, scheduling, bidding, contracting, construction oversight, closeout, reporting, compliance and documentation. It is understood that projects may be delivered under different “delivery methods” permitted by the Education Code, Public Contract Code and California Uniform Procedure for Construction Cost Accounting (CUPCCA). All projects will be executed in compliance with all requirements of the School Facility Program to be eligible for the new Prop 51 funds.

#### SCOPE OF SERVICES TO BE PROVIDED BY DCA

As directed by GJUESD, DCA is prepared to provide the following services:

- District-wide project planning and scoping
- Budgeting, cost estimating and value engineering for specific projects
- District-wide and project scheduling
- Bid process management for specific projects
- Preparation of agreements for contractors, consultants and vendors for specific projects
- Construction oversight for specific projects
- Facilitate Closeout and DSA Certification for specific projects
- Assist with reporting, compliance and documentation for specific projects

- Advise on Project Delivery Methods
- Prequalification of contractors, consultants and vendors
- Support the District's Funding Consultant

#### TIMELINE

DCA's services, as described above, will begin immediately upon acceptance in writing of this Proposal by GJUESD.

#### COMPENSATION

The basis of compensation to DCA shall be Time-and-Materials ("T&M") based on the attached Hourly Rate Schedule dated January 1, 2017.

Client will be invoiced monthly. Invoiced amounts are due and payable within thirty (30) days from receipt of invoice. A 1.5% late charge will be applied to all overdue amounts every month.

#### ASSUMPTIONS & CLARIFICATIONS

1. All services by DCA will be provided as directed by District
2. Design services are excluded
3. Construction services are excluded
4. Inspection services are excluded
5. DCA's services are only advisory in nature
6. DCA will not be responsible for project cost or schedule
7. DCA will not be responsible for the performance of District's contractors, consultants or vendors
8. DCA will accept no responsibility for existing site conditions, deficiencies, violations, hazardous materials, contamination that may exist on the site
9. DCA will not work with hazardous or contaminated materials
10. District will be responsible to confirm that no easements or other encumbrances exist within the project area
11. District will not be responsible for any permit, agency or utility company fees
12. District may expand the scope of services covered in this Proposal, such services will be performed under the same terms
13. DCA provides the following standard insurance coverages; if additional coverages are requested by District, they will be provided upon acceptance by District of any additional premiums:
  - a. General Liability: \$1 million per occurrence/\$2 million aggregate
  - b. Auto: \$1 million per occurrence/\$2 million aggregate
  - c. Workers Comp: per statute
  - d. Professional Errors & Omissions: \$1 million per occurrence/\$2 million aggregate

ACCEPTANCE OF THIS AGREEMENT

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

DERIVI CASTELLANOS ARCHITECTS

\_\_\_\_\_  
(Signature of Client or Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



**HOURLY RATE SCHEDULE**  
**Effective January 1, 2017**

The following rate schedule shall be used as a basis for establishing "time and materials" compensation:

Managing Partner	\$200.00
------------------	----------

**ARCHITECTURAL SERVICES**

Principal Architect	\$170.00
Director of Engineering	\$170.00
Architect	\$150.00
Sr. Project Coordinator	\$120.00
Project Coordinator	\$110.00
Sr. Designer	\$100.00
Designer	\$90.00
Drafter	\$80.00
Intern	\$70.00
Clerical Assistant	\$55.00
Consultants	actual cost +10%

**PROJECT MANAGEMENT/CONSULTING SERVICES:**

Funding Advisor	\$200.00
Director of Engineering	\$170.00
Sr. Project Manager	\$170.00
Project Manager	\$150.00
Cost Estimator	\$150.00
Sr. Project Coordinator	\$120.00
Project Coordinator	\$110.00
Intern	\$70.00
Clerical Assistant	\$55.00
Consultants	actual cost +10%

Reimbursable costs shall be billed at actual cost plus 10% and include reproduction, office consumables, mileage, shipping, telephone, software services, meeting costs, travel time, lodging, other miscellaneous services and expenses required to accomplish the work. Mileage will be reimbursed at the IRS standard mileage rate. These expenses shall not be considered a part of the overall maximum fee. All invoices are due and payable within 30 days of invoice date. All invoices for which payment is not received within 45 days will be assessed a 1.5% per month late charge (18% Annual Percentage Rate). This schedule is subject to adjustment every January 1st.