

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

Regular Board Meeting
October 28, 2020
6:00 p.m. Closed Session
7:00 p.m. Open Session

To Join Meeting
Webinar/Meeting ID:
<https://galt-k12-ca.zoom.us/j/87488886962?pwd=VII1VUY5Y3NvOFdZRmpEYWVhVREIVdz09>
Passcode: 131960
Telephone: 669-900-6833

Location: The Board meeting is a blended hybrid meeting with the trustees convening at a school location and broadcasted through teleconference for public access.

AGENDA

The teleconference meeting is being recorded and is being held pursuant to Executive Order N-25-20 issued by California Governor Gavin Newsom on March 12, 2020.

The public may observe the open session meeting by using the zoom link or phone number on the agenda.

Public Comment will be accepted by teleconference following the teleconference protocol included in the board packet.

- Public Comment is limited to three minutes or less.
- Comments indicating agenda topics can also be emailed to kbock@galt.k12.ca.us by 12:00 p.m. on October 27, 2020 and is limited to 450 words.

Individuals requiring reasonable modifications to access the meeting or accommodations in order to observe or participate in the Board meeting are invited to contact Kauai Bock at 209-744-4545 or at kbock@galt.k12.ca.us by October 27, 2020.

- A. 6:00 p.m. – Closed Session:** Vernon E. Greer Elementary, Room 3
- B. Announce Items to be Discussed in Closed Session, Adjourn to Closed Session**
 - 1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
Agency Negotiator: Karen Schauer, Lois Yount, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Non-Represented Employees
- C. Adjourn Closed Session, Call Meeting to Order, Flag Salute, Announce Action Taken in Closed Session**
- D. Teleconference Board Meeting Protocol**
- E. Recognition**
 - 1. Derivi Castellanos Architects (DCA): Scholarship [Technology Device] – McCaffrey Middle School Student

F. Governance Team Discussion

1. California School Boards Association (CSBA) Annual Education Conference, Virtual

G. Routine Matters/New Business

202.122	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, <u>first</u> , the Board publicly identifies the item, and <u>second</u> , 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: September 23, 2020 Regular Board Meeting Minutes: October 14, 2020 Special Board Meeting	
c.	Payment of Warrants: <u>Vendor Warrant Numbers:</u> 21370500-21370569, 21371617-21371676, 21372200-21372233, 21373515-21373568, 21374474-21374553 <u>Certificated/Classified Payrolls Dated:</u> 9/30/2020 and 10/9/2020	
d.	Personnel	
	1. Resignations/Retirement	
	2. Leave of Absence Request	
	3. New Hires	
e.	Donations	
202.123	Consent Calendar (Continued) – Items Removed for Later Consideration	CC Items Removed
202.124	Board Consideration of Approval of Edupoint License Agreement for the Use of the Synergy Student Educational Platform	MOTION
202.125	Board Consideration of Approval of Pupil Transportation Information, LLC PTI School Transportation Consultation Services Agreement for Professional Services with Timothy W. Purvis	MOTION
202.126	Public Hearing of Resolution No. 5 Approving an Alternative Level 1 Developer Fees on New Residential, Commercial, and Industrial Construction within the GJUESD	PUBLIC HEARING
202.127	Board Consideration of Approval of Resolution No. 5 Approving an Alternative Level 1 Developer Fees on New Residential, Commercial, and Industrial Construction within the GJUESD	MOTION
202.128	Public Hearing of Resolution No. 6 Approving an Alternative Level 2 Fee on New Residential Construction for the GJUESD	PUBLIC HEARING

202.129	Board Consideration of Approval of Resolution No. 6 Approving an Alternative Level 2 Fee on New Residential Construction for the GJUESD	MOTION
202.130	Board Consideration of Approval to Change the November Regular Board Meeting Date from November 25, 2020 to November 18, 2020	MOTION
202.131	Board Consideration of Approval of Increasing the Substitute Teacher Daily Rate	MOTION
202.132	Board Consideration of Approval of Potential Memorandum Of Understanding Between the California School Employees Association (CSEA) and its Galt Chapter #362 (CSEA) and the GJUESD Regarding Reduction in Hours – Personnel Technician	MOTION
202.133	Board Consideration and Possible Action on Potential Memorandum of Understanding Between Galt Elementary Faculty Association (GEFA) and GJUESD Regarding On Campus Blended Instruction	MOTION

H. Reports

LCAP GOAL 1

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

1. GJUESD Initial Transitional Reopening Schools Update
 - Small Cohort Support for High Needs Learners
 - ASES Expanded Learning
 - Reopened School Visitations and Consultations
 - Health and Safety Updates

LCAP GOAL 2

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

LCAP GOAL 3

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

- 1 CalSCHLS Survey 2020-21

LCAP GOAL 4

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

1. Robert L. McCaffrey Middle School Track Progress

OTHER REPORTS

1. Food Services
2. Williams Uniform Complaint Process Quarter 1 Report

I. Public Comments for topics not on the agenda

Public comment is 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.

J. Pending Agenda Items

1. School District Properties
2. Low Performing Block Grant: Mathematics

The next regular meeting of the GJUESD Board of Education: Tentative, November 18, 2020

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

Galt Joint Union Elementary School District
1018 C Street, Suite 210, Galt, CA 95632
(209) 744-4545



Board Meeting Agenda Item Information

Meeting Date: October 28, 2020	Agenda Item: Closed Session
Presenter: Karen Schauer	Action Item: Information Item: XX
<p>1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6 Agency Negotiator: Karen Schauer, Lois Yount, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano</p> <ul style="list-style-type: none">▪ Employee Agency: (GEFA) Galt Elementary Faculty Association▪ Employee Agency: (CSEA) California School Employee Association▪ Non-Represented Employees	



Galt Joint Union Elementary School District
BOARD MEETING WEBINAR PROTOCOL

SESSION INTRODUCTION

1. Session is being recorded
2. Devices are muted

MAKING PUBLIC COMMENT PER ACTION ITEM

Email Public Comment

1. Email public comments, sent to kbock@galt.k12.ca.us by 12:00 p.m. on the Tuesday prior to the board meeting, will be read aloud by a meeting facilitator.
2. Email public comment is limited to 450 words.

Teleconference Webinar Public Conference

1. As the board meeting progresses, **please use the raised hand icon** to make public comment for items on the agenda.
2. A meeting facilitator will announce your name, when it is your turn to provide public comment.
3. When unmuted, please state your name and indicate the agenda topic you are commenting upon.
4. Public comment is three minutes.

BOARD VOTE and CONNECTIVITY

1. For action items, the motion will be followed by a roll call vote.
2. Should a board member lose connectivity by teleconference or phone, the meeting will be delayed five minutes before reconvening.



Board Meeting Agenda Item Information

Meeting Date: October 28, 2020	Agenda Item: Recognition
Presenter: Lois Yount	Action Item: Information Item: XX Public Hearing:

1. Derivi Castellanos Architects (DCA): Scholarship [Technology Device] – McCaffrey Middle School Student

DCA is recognizing a 7th grade student, Kassidy Harmon, based on her teacher's recommendation to receive an annual student scholarship in the form of a technology device.

Kassidy is a hard-working and dedicated 7th grader in my AVID college readiness class.

Kassidy is an active participant in the YES 2020 Census Club and is working on a public speaking Census promotion project to present at the April GJUESD board meeting.

She has future aspirations to become a special education teacher, therefore she helps and assists the SCOE special needs class on Fridays during her lunchtime.

Kassidy is an extraordinarily driven young lady with a bright future ahead. I am honored to nominate Kassidy Harmon for this honor.

Sincerely,

*Joanna Nelson
McCaffrey Middle School
8th Grade Social Studies
7th Grade AVID*





Board Meeting Agenda Item Information

Meeting Date: October 28, 2020	Agenda Item: Governance Team Discussion
Presenter: Karen Schauer	Action Item: Information Item: XX Public Hearing:

1. California School Boards Association (CSBA) Annual Education Conference (AEC), Virtual

CSBA's 2020 AEC will be an entirely virtual experience this year. The virtual conference will take place from Thursday, December 3 to Friday, December 4. Virtual pre-conference activities will be from Monday, November 30 to Wednesday, December 2.

Registration Rates

Virtual Registration \$399

Federal 2020 – Programs, Budget and the Elections

Experienced board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Advocacy and community engagement

What has the federal government been up to for the last year? This workshop will explore federal education program issues, funding for K-12 schools and the impact of the 2020 election. Come and get the most up-to-date information on what to expect for the 117th Congressional Session.

Erika Hoffman, Legislative Advocate, California School Boards Association

Leveraging Change: Partnering with San Miguel

New and First Term board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Advocacy and community engagement

San Miguel School in the Sunnyvale School District has the highest number of students with a serious emotional disabilities, 68 percent, and English learners, 58 percent, in the district. Follow the district's seven-year journey to encourage and direct unique assets to the highest-need students at this school. Board members wisely leveraged a variety of resources. A social and emotional learning lens supported the process of achieving Ashoka Changemaker school status in 2014. In 2015, the school developed a bilingual program of choice, Juntos. This award-winning community school model has evolved into 40 community partners and received a Golden Bell Award in 2018.

Christina Ballantyne, Principal, San Miguel School, Sunnyvale SD

Esteban Ybarra, Campus Principal, Sunnyvale SD

Michael Gallagher, Superintendent, Sunnyvale SD

Nancy Newkirk, Board Member, Sunnyvale SD

Parent Ambassadors and Their Role in Connecting Families, School Staff and Community

Experienced board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Advocacy and community engagement

This interactive workshop offers community outreach personnel effective ways to connect families, school staff and community in their role as a liaison. This panel will share ways to recruit, inform and empower parents to become more engaged at home and at school through cultural sensitivity, effective communication skills and building positive relationships. An effective liaison values the knowledge that parents can bring to the school and community.

Teresa Fuentes de Reyes, Parent Ambassador, Moreno Valley USD

Martinrex Kedziora, Superintendent, Moreno Valley USD

Aida Navarro, Parent Ambassador, Moreno Valley USD

Benjamin Robinson, Parent Ambassador, Moreno Valley USD

Re-imagining School Marketing in a Post-COVID Era

Experienced board members

Suburban

Workshop

Advocacy and community engagement

School districts have been under increasing pressure in recent years to compete for student enrollment by marketing their schools. Facing a statewide decrease in student enrollment, coupled with severe budget cuts and the COVID-19 crisis, how will traditional schools evolve and compete in a landscape of increasingly diverse education options for families? This panel will discuss post-COVID trends in enrollment and district communications and offer guidance to board members on how they can discern their community's priorities and strategize for enrollment in uncertain times. Jennifer Dericco, Director of Communications, Santa Clara USD

Lisa Kaplan, Board Member, Natomas USD

Naomi Hunter, Board Member, California Schools Public Relations Association

Rebecca Cramer, Board Member, Pleasant Valley SD

Governance with an Equity Lens

Experienced board members, New and First Term board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Critical Issue

Equity, opportunity and accountability

This interactive session focuses on how governance teams can serve students through an equity lens. During this session, participants will reflect on the history of public education, develop an awareness of common equity-related terms in the field and reflect on their role in perpetuating or interrupting opportunity gaps. Participants will be provided with an equity framework to support equity-based policy development including sample policy and practice from districts around the nation. Participants will walk away with strategies they can employ in their school communities immediately in light of the new and unprecedented educational landscape.

Deborah Keys-Write, Equity Network Consultant, The Write Keys 2 Consulting, LLC

Nicole Anderson, Equity Consultant, Nicole Anderson and Associates Consulting, LLC

Budget Apocalypse and Plugging the Fiscal Hole

Experienced board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Funding, finance, and facilities

In the wake of school closures, Corcoran Joint USD looked for creative ways to plug its fiscal hole. Using proven, scalable processes that any school board can implement, the district focused on revenue-positive strategies, such as

attendance recovery and maximizing mandated cost revenue streams. The workshop will share how Superintendent Rich Merlo is staving off cuts to the classroom, engaging with students in the new normal and connecting with families to mitigate the digital divide to maintain high-quality education.

Brenda Tapp, Operations Manager - IM Consulting, School Innovations & Achievement

Mike Brown, Good Governance Program Manager, School Innovations & Achievement

Rich Merlo, Superintendent, Corcoran Joint USD

Doing More with Less Amid COVID-19: Leveraging Medi-Cal Entitlement to Address Increasing Mental Health Needs

Experienced board members

rural, urban, elementary school district, high school district, unified school district, county of education

Workshop

Funding, finance, and facilities

Even before COVID-19, school districts were grappling with how to address and finance students' social, emotional and behavioral health needs. The recent pandemic has exacerbated issues and schools now must plan and support mental health needs and compounding trauma in the context of budget cuts and growing special education mandates. Using existing resources, districts can strategically access the Medi-Cal entitlement to support their continuum of services. This panel will cover Medi-Cal financing strategies and highlight how three district-county partnerships have structured their programs.

Aimee Eng, Director, Strategy and Education Partnerships, California Children's Trust

Alex Briscoe, Principal, California Children's Trust

Christopher Williams, Director of School-Based Mental Health & Wellness, Sacramento COE

Trina Frazier, Chief Student Services Officer, Officer of the Superintendent, Fresno COE

Empty Classrooms, Empty Lots: What to Consider Before You Sell

Experienced board members

urban, suburban, elementary school district, high school district, unified school district

Workshop

Funding, finance, and facilities

School districts across the state are addressing the impacts of declining enrollment and significant budget challenges. This workshop will cover best practices for adherence to the law, engaging and informing school communities and other stakeholders, and charter implications of Proposition 39 obligations. New for 2020 is a change in state law to allow the use of proceeds from the sale of land to go to a district's general fund.

Kelley Owens, Partner, Fagen Friedman & Fulfrost

Managing OPEB Liabilities While Cutting Budgets

Superintendents and administrators

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Funding, finance, and facilities

During these times of COVID-19 and budget cuts, districts continue to face substantial unfunded Other Post-Employment Benefit (OPEB) liabilities. What can districts do to manage this obligation? This panel will discuss the latest developments on the issue: GASB 75, trust funding, how the state budget impacts your ability to address liabilities, negotiations, reducing costs by restructuring benefits and early retirement plans, pension pre-funding, and districts' experiences in OPEB Trusts (e.g., the CSBA/PARS OPEB Solutions Program).

Debbie Fry, Associate Vice President, School Services of California

John Gray, President and CEO, School Services of California

Rachael Sanders, Senior Manager, Consulting, PARS

Robert Haley, Superintendent, San Dieguito Union HSD

The "New Normal" for Space Utilization Post-COVID-19

Superintendents and administrators

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Funding, finance, and facilities

Social distancing protocols resulting from the COVID-19 pandemic have compelled school districts to consider alternative approaches to the use of space, including an increase in distance education, hybrid learning and staggered scheduling. This, in turn, has created conversations about the metrics used by the state for funding, including classroom size, average daily attendance, bond spending/ implementation plans, Title 5/entitlement and California Environmental Quality Act environmental impacts. The panel will discuss options to be considered in making decisions for the "new normal," and how design and construction communities may be impacted by an increased need for flexibility, technology and issues of equity.

Deidree Sakai, Shareholder, Dannis Woliver Kelley

Diane White, President, Integrated Academic Solutions

Graham Clark, Deputy Superintendent, Fremont Union HSD

Matt Pettler, Vice President, School Facility Consultants

Understanding and then Leading your District's Budget

New and First Term board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Funding, finance, and facilities

School finance and district budgets are overly complicated. Understanding them and then leading the policy development that goes along with them is a daunting challenge for new and experienced school board members alike. This workshop will provide board members with the knowledge and useful tools they can implement to gain a greater understanding of their local educational agency's budget and finances. Attendees will leave with checklists they can utilize to improve their governance and oversight roles.

Brett McFadden, Superintendent, Nevada Joint Union HSD

Daniel Denier, Board Member, Galt Joint Union HSD

Edward Wong, Board Member, Saddleback Valley USD

William Spalding, Superintendent, Galt Joint Union HSD

Community CTE Partnerships that Support Local Districts

Experienced board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Innovation and student achievement

Learn how to create an educational foundation through a public - private partnership that supports a community goal to strengthen schools. Find out how the county superintendent and county board of education facilitated the formation of this unique and effective public-private partnership between local government, business and schools. Also learn how to promote and market a CTE partnership that meets the needs of school districts and students, all while aligning education with local economic development.

Kathy Goodacre, Executive Director, Career Technical Education Foundation

Lisa Wittke Schaffner, Board Member, Sonoma COE

Growing Capacity with Educator-Led Professional Development

Experienced board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Innovation and student achievement

Educators from the Instructional Leadership Corps - a collaborative project of the California Teachers Association, Stanford Center for Opportunity Policy in Education, and National Board Resource Center at Stanford - have led high-quality, ongoing professional development for more than 100,000 colleagues in their local districts using research-based best practices. During the downturn in the economy and the ongoing pandemic crisis, board members and district leaders will learn how the ILC could be a cost-savings tool for their districts while also promoting student engagement and growth.

Ashley Cooper, Teacher, Conejo Valley USD

D'Artagnan Scorza, Board Member, Inglewood USD

Dion Burns, Senior Researcher, Learning Policy Institute

Melissa Gilbert, Project Coordinator and Research Associate, Stanford Center for Opportunity Policy in Educ.

How Using Data Can Propel California Distinguished Schools

Superintendents and administrators

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Innovation and student achievement

El Monte City School District had five of its 14 schools recognized as California Distinguished Schools last year and achieved all "green" across the California School Dashboard. The district used data-driven instruction and focused on teacher collaboration to target each student by ability and individual data. Using the English Language Development block, we created embedded interventions, to address the needs of all learners. Groups were fluid and targeted by assessment results. Using data and accountability a district-wide focus was created and gained results with no impact on the budget.

Jennifer Cobian, Board Member, El Monte City SD

Maribel Garcia, Superintendent, El Monte City SD

Virginia Castro, Assistant Superintendent of Educational Services, El Monte City SD

Innovation and Arts: The Vital Role of Visual and Performing Arts post-COVID

Superintendents and administrators

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Innovation and student achievement

COVID-19 and its resulting budget cuts have created a crisis, but this cannot stop innovation. The arts are most critical at this time. Playing a vital role in social-emotional learning, wellness and achievement, the arts just might be the key that saves us all. During this time, San Gabriel USD recommitted to the arts, creatively restructuring programs to address equity and critical thinking. As a result, teachers have used innovative techniques to bring the arts to virtual classrooms.

Andrew Ammon, Board Member, San Gabriel USD

Heather Wolpert-Gawron, 21st Century Learning and Professional Development, San Gabriel USD

Samantha Theisen, Visual and Performing Arts Program Administrator, San Gabriel USD

Supporting Foster and Homeless Youth: Redlands USD's Academic Case Carriers

Superintendents and administrators

unified school district

Workshop

Innovation and student achievement

Redlands USD's Academic case carriers (ACCs) are credentialed counselors who provide intensive social-emotional and academic support. With 50 students on their caseloads, ACCs are able to help bridge the gaps between schools, families, and the community with the ultimate goal of academic success for the district's foster, homeless and other at-risk students. Working with the schools, ACCs add an additional intensive level of support that lessens the demands placed upon the sites' guidance counselors and administration. This program is funded in the Local Control and Accountability Plan and has resulted in an increase in the district's foster youth graduation rate, to that above state and county averages. This panel will present statistical data and practical ideas that can support participants' own districts in implementing similar supports.

Jim O'Neill, Board Member, Redlands USD

Juanita Watkins, Academic Case Carrier, Redlands USD

Peter Lock, Coordinator, Foster Youth and Student Support, Redlands USD

Sophia Malsher-Lopez, Academic Case Carrier, Redlands USD

COVID-19 FAQ for Governing Board Members

Superintendents and administrators, New and First Term board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Leadership through governance, California school districts and county offices of education have cared for and educated California's 6.2 million public school students during a time of profound crisis in 2020. The COVID-19 pandemic continues to present significant challenges for California's schools. In this session, CSBA legal staff and other experts will address common questions from governing board members related to the COVID-19 pandemic and provide guidance on best practices emerging in the state.

Keith Bray, General Counsel/Chief of Staff, California School Boards Association

Current Issues Impacting Board Policy

Experienced board members, New and First Term board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Leadership through governance

This unusual year spotlighted the need to review existing board policies and, when necessary, proactively develop new policies to ensure that the district is prepared to face unforeseen challenges. This informational workshop will highlight current legislative and legal issues impacting policy and present topics that will be addressed in upcoming updates of CSBA sample policies. Attendees will be encouraged to share critical policy issues facing their district or county office of education.

Barbara Laifman, Policy Manual Consultant, California School Boards Association

Bode Owoyele, Associate General Counsel, California School Boards Association

Diane Greene, Senior Policy Manual Consultant, California School Boards Association

Robert Tuerck, Assistant Executive Director, Policy and Governance, California School Boards Association

Welcoming with Open Arms: Building a Strong Governance Team

Experienced board members, New and First Term board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Leadership through governance

Nearly every district in the state has had an election this year. Have new members joined your board? Do you have a process in place to welcome and orient these new folks and help them integrate into your team? Every time a new member joins your governance team the chemistry and dynamics of the group change. Learn some processes and techniques in this session for welcoming your new members and developing a strong, effective governance team that will serve your students and district well.

Daryl Camp, Masters in Governance Faculty, Superintendent, California School Boards Assoc., San Lorenzo USD

Luan Burman Rivera, Governance Educator/Consultant, California School Boards Association

CSBA Climate Change Task Force: What California Schools Can do to Address the Climate Crisis

New and First Term board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Wellness, school climate and safety

CSBA's Climate Change Task Force, comprised of 14 school and county board trustees and two student representatives, convened in 2020 to identify areas in which CSBA can help its members address climate change and its impacts on schools. In this session, members of the Task Force will share details of the group's ongoing work, offer their perspectives on local climate-related initiatives they have undertaken, and recommend options for boards to address the climate crisis in their communities.

Carlos Regalado Figueroa, Student, Pitzer College/Alliance MIT, Los Angeles USD

Jody London, Board Member, Oakland USD

Renee Nash, Board Member, Eureka Union SD

Sameera Hussain, Student, Harmony Magnet Academy, Porterville USD

Xilonin Cruz-Gonzalez, Board Member, President, Azusa USD, CSBA

Eliminating Vaping Among Students

Experienced board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Critical Issue

Wellness, school climate and safety

Learn from a variety of health care, law enforcement and school district leaders about efforts to fight the vaping epidemic on school campuses and in the communities they serve. Hear from retired Santa Clara Community Officer Mike Robinson about the dangers of vaping and his youth outreach efforts. Also join colleagues for a deep dive into Glendale USD's lawsuit against Juul and learn about South Bay Families Connected's leadership effort to end the sale of these products in their community. Panelists will discuss lessons learned and talk about resources available to schools including Prop 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016, approved by voters in November 2016.

Hagop Eulmessekian, Director, Student Support Services, Glendale USD

Michael Robinson, Former Community Service Officer, Santa Clara Police Department

Pure Politics: The Coming Impacts to K-12 Schools

Superintendents and administrators

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Advocacy and community engagement

Change is a constant reality in California politics, but particularly so in 2020. The unanticipated impacts of the COVID-19 crisis and the ensuing budget meltdown are testing leaders at every level of government including school boards. The variables that shape the political landscape are having a big impact on education policy, local control and the funding provided to public schools. This panel will explore the impact of the new budget and laws on the future of California investments in K-12 and early education.

Barrett Snider, Partner, Capitol Advisors Group

Brian McDonald, Superintendent, Pasadena USD

Jack O'Connell, Partner, Capitol Advisors Group

Kevin Gordon, President, Capitol Advisors Group

Accurate and Equitable Grading System-wide: A Case Study

Experienced board members

high school district, elementary school district, unified school district

Workshop

Equity, opportunity and accountability

Learn how a district tackled "the grading conversation" by engaging its board, superintendent, instructional leaders and teachers by examining the pedagogical weaknesses and unfairness of many common grading practices. With a multi-year strategy of communication and teacher action research, district administrators and teachers co-developed board policies and regulations that made grading more consistent, accurate and equitable, reduced student stress, and decreased racial achievement gaps.

Jeffrey Tooker, Deputy Superintendent, Placer Union HSD

Joe Feldman, CEO, Crescendo Education Group

Maureen Ward, Board Member, Placer Union HSD

COVID-19 Revealed Inequities: How Will We Mitigate the Negative Impacts and Address Identified Barriers Moving Forward?

Superintendents and administrators

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Equity, opportunity and accountability

This workshop will feature a conversation about creating culturally relevant and responsive environments for students who have been gravely impacted by inequities revealed in the abrupt transition to distant learning. CSBA's Directors-at-large will use a racial equity lens to discuss how to strategically redesign health and safety policies, teaching and learning environments, social-emotional support programs and other systems to address disparities for students of color. As advocates in meeting the needs of every child, governing boards must develop policies to create equity and ensure that allocated funds are used to support each diverse population. Equity for every child mandates a systemic approach to provide a positive welcoming school culture that eliminates failure as an option for any child. This panel will discuss successful local educational agency blueprints, processes and best practices being implemented statewide in response to the Covid-19 pandemic. Participants will leave knowing what questions to ask about equity and closing opportunity gaps in their LEAs.

Bettye Lusk, Director-at-Large, African American, Monterey Peninsula USD

Bruce Dennis, Director-at-Large, County, Riverside USD

Crystal Martinez-Alire, Director-at-Large, American Indian, Elk Grove USD

Gino Kwok, Director-at-Large, Asian Pacific Islander, Hacienda La Puente USD

Joaquin Rivera, Director-at-Large, Hispanic, Alameda COE

Disproportionality in Student Discipline: The Law vs. Practice

Experienced board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Equity, opportunity and accountability

Various governmental authorities continue to pay close attention to disparities in student discipline, with some districts embracing approaches such as Positive Behavioral Interventions and Supports, Multi-Tiered Systems of Support, restorative justice and the like to reduce disparities. This session covers legal requirements and guidance on point, technical assistance for success, and practical best strategies for addressing student disparities on the ground.

Jon Eyler, Chief Executive Officer, Collaborative Learning Solutions

Nancy Dome, Co-founder & CEO, Epoch Education, Inc

Sloan Simmons, Partner, Lozano Smith

Teresa Marquez, Associate Superintendent of Educational Services, East Side Union HSD

Equitable Hybrid/Distance Learning for English Learners: Lessons Learned and Promising Practices

Experienced board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Equity, opportunity and accountability

In spring 2020, educators mobilized to act quickly in the brave new world of transitioning to digital and distance teaching/learning and reliance on at-home learning. Local educational agencies have all learned a great deal about digital platforms and technology, as well as lessons about meeting the needs of English learners. These lessons will be highlighted to offer suggestions for providing English learners rigorous, well-supported instruction with ample opportunities for language and critical skills development to accelerate learning. Participants will receive tools, strategies and resources to equitably address the language and learning needs of English learners.

Manuel Buenrostro, Policy Associate, Californians Together

Martha Hernandez, Director, Californians Together

Xilonin Cruz-Gonzalez, Board Member, President, Azusa USD, CSBA

Everyone Has a Role in Ensuring Equity

Experienced board members, New and First Term board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Equity, opportunity and accountability

The State Performance Plan Technical Assistance Project (SPP-TAP) is funded by the California Department of Education to support local educational agencies in addressing disproportionality in all forms: identification, placement and discipline. When LEAs are identified as significantly disproportionate, the Individuals with Disabilities Education Act mandates that it review policies, practices and procedures that contribute to its disparate student outcomes, including board policies. We will share best practices for reviewing and revising board policies that may be impacting access and opportunity for all students.

Connie Silva, Director, SPP-TAP, Napa COE

Jack Brimhall, Administrator, California Department of Education

Mildred Browne, SPP-TAP TA Facilitator, Ascendancy Solutions

Shelton Yip, Board Member, Yolo COE

Protocols and Policies for Equitable Online Teaching and Learning

Experienced board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Equity, opportunity and accountability

Emergency closures in spring 2020 forced educators to quickly turn to remote learning. Ensuring equity and access to quality instruction, resources, tools and support was found to be challenging for many students and staff, but

especially for low-income families, special education students, English learners, and foster and homeless youth. This panel will discuss the research and learn important protocols, evidence-based practices and essential policies to ensure an engaging and effective remote learning experience that promotes strong academic outcomes for all students.

Daryl Camp, President, Superintendent, CAAASA, San Lorenzo USD

Lorrie Owens, Past President, California IT in Education

Michele Bowers, Superintendent, Lancaster USD

Sharla Berry, Assistant Professor, California Lutheran University

Retaining Male Teachers of Color Through Teacher and Administrator Partnerships

Superintendents and administrators

urban, high school district, unified school district, county of education

Workshop

Equity, opportunity and accountability

Over the past two years, educators in Compton USD have been working in partnership with university partners and researchers to create a network designed to retain male teachers and administrators of color. This is a space for them to learn from and mentor each other, increase collaboration through building trust and share challenges through the Issaquah Protocol, which models the developmentally appropriate order for questioning in coaching/consulting situations. Learn how to build on this model in your local context to affirm the humanity of educators of color and their impact on students and school climate.

Abby Ridley-Kerr, Research and Data Analyst, The Education Trust - West

Darin Brawley, Superintendent, Compton USD

John Reveles, Professor, California State University, Northridge

Micah Ali, Board Member, Compton USD

Show Me the Money! The Fiscal and Political Outlook for School Funding

Experienced board members, New and First Term board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Funding, finance, and facilities

What is the fiscal outlook for the state and for schools in 2021 and beyond? How do the Governor, Legislature and voters play into CSBA's call for Full and Fair Funding? In this workshop, you will get an insider's perspective on what to expect from Sacramento. The nonpartisan Legislative Analyst's Office will present their most recent fiscal outlook for the California state budget with a focus on K-12 education. This session will include a frank discussion of what's on the horizon post-election., Dennis Meyers, Assistant Executive Director, Governmental Relations, California School Boards Association

Edgar Cabral, Deputy Legislative Analyst: K-12 Education, California Legislative Analyst's Office

Edgar Zazueta, Director of Policy and Governmental Relations, Association of California School Administrators

Board/Superintendent Relationships: The Good, the Great and the 'Oh, No!'

New and First Term board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Critical Issue

Leadership through governance

Research shows that a strong relationship between the board and superintendent is essential to the success of any district or county office of education. Trust and open, honest communication are crucial to building and maintaining a strong governance team. During this challenging time, a cohesive partnership is more important than ever. This workshop will focus on the principles of effective governance in order to assist school district and COE governance team members in strengthening their interpersonal relationships, improving their organizational effectiveness and keeping local educational agency efforts focused on learning and achievement for all students.

Luan Burman Rivera, Governance Consultant, California School Boards Association

Steven Ladd, Governance Consultant, California School Boards Association

COVID-19: Rebound, Reboot, Reinvent A District's Data Culture

Superintendents and administrators

urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Leadership through governance

COVID-19 presents an opportunity for districts to rebound, reboot and reinvent a culture that relies on data to make decisions. Santa Ana USD tapped into their data culture and created solutions to collect and use information from stakeholders to identify students' academic learning gaps and social-emotional needs and take action. Presenters will share their data warehouse and tools such as pulse surveys, an electronic class creator, and data walls that, while created for the crisis, will be used well beyond to support multidisciplinary teams and district initiatives such as implementing Multi-Tiered Systems of Support.

Emily Wolk, Executive Director, Research and Evaluation, Santa Ana USD

Rigoberto Rodriguez, Board Member, Santa Ana USD

Sonia Llamas, Asst. Superintendent School Performance & Culture, Santa Ana USD

Engage, Inform, Communicate, Transform

Superintendents and administrators, New and First Term board members

urban, suburban, elementary school district, high school district, unified school district

Workshop

Leadership through governance

Communicating in the public arena is highly scrutinized now more than ever. When information is more available, abundant and instant - and complaints still arise - how do you respond? Follow the journey of a motivated 30-school district in year two of a strategic communications initiative. See how smart strategy, effective training and a deliberate focus on communications can combine to earn public trust and keep a community engaged and supportive, even during a pandemic.

Bonnie Moss, Principal, Clifford Moss LLC

James Han, Board Member, Torrance USD

Laura Crotty, Vice President, Clifford Moss LLC

Tim Stowe, Interim Superintendent, Torrance USD

Leading Change in Times of Crisis

Superintendents and administrators, New and First Term board members

high school district

Workshop

Leadership through governance, Guiding an organization through daily operations while managing transition is not easy, yet it is an integral part of leadership. The current challenge of managing a response to a pandemic requires creativity rather than looking for the "old new normal" since the "old normal" was broken on so many levels. This session will focus on three phases of change: triage, transition and transformation, which are integral in the process of envisioning a "better normal."

Russell Castañeda Calleros, Board Member, Whittier Union HSD

Sepideh Yeoh, Governance Consultant, California School Boards Association

Special Education: Delivery of Services During Current Times of 2020

New and First Term board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Critical Issue

Leadership through governance

What are the various and creative ways that special education services are being delivered during the current pandemic? What legal implications have local educational agencies faced during 2020? What special education concerns do board members need to understand? In this session, hear from practitioners and experts in the field of special education about what they are experiencing and implementing. Attendees will leave with knowledge of the

many considerations relating to specific areas of disability and various delivery models used during the pandemic. Panelists will also address how the implementation of individualized education programs (IEPs) has been affected during the pandemic and the impact this has had on students and school districts and county offices of education. Cynthia Vargas, Managing Partner, Fagen Friedman & Fulfrost LLP

Elaine Yama-Garcia, Associate General Counsel, California School Boards Association

Patty Metheny, Administrator, East Valley SELPA

Zhanna Preston, Executive Director, Special Education, Murrieta Valley USD

Virtual Board Meetings: Lessons Learned

Experienced board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Leadership through governance

This workshop is a collaboration between the Superintendent and Executive Assistant of Yolo COE, the Executive Assistant of Davis Joint USD, and the Executive Assistant of Woodland Joint USD. This panel will share the group's experiences with virtual board meetings, lessons learned, and some best practices. It will cover preparations before school board meetings, such as posting the agenda with sample wording, and different ways to accept public comment. The panel will also share how it conducted virtual meetings by live streaming and using Webex, Zoom, and Google Meet.

Garth Lewis, Superintendent, Yolo COE

Monica Roque, Executive Assistant, Davis Joint USD

Noemi Morones, Executive Assistant to Superintendent and Governing Board, Woodland Joint USD

Yvette Seibert, Executive Assistant, Yolo COE

What You Don't Know Will Hurt Them: Sex Trafficking Prevention in Public Schools (and Colleges)

Superintendents and administrators

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Critical Issue

Leadership through governance

Human trafficking of children for sexual exploitation is an increasing social and cultural problem facing educators across the country. Staff and administrators at schools and colleges should educate themselves on the development of this social epidemic and how it has compromised and endangered the welfare and potential livelihoods of thousands of children as early as in elementary school. It is imperative for anyone working with children and young adults in the 21st century to understand how to recognize the signs of victimization, how children may be at risk to be lured into the not-so-underground network of global sex trafficking, and how to mobilize and implement resources - including agency and community partnerships - to prevent and minimize its harmful effects.

Elizabeth Rho-Ng, Partner, Atkinson, Andelson, Loya, Ruud & Romo

Gabriel Sandoval, Partner, Atkinson, Andelson, Loya, Ruud & Romo

Vibiana Andrade, General Counsel, Los Angeles COE

Bullying Intervention System

Superintendents and administrators

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Wellness, school climate and safety

Learn how San Bernardino City USD implemented a highly effective approach called the Bullying Intervention System. Using the system, staff, students or parents can call upon a team of experts to assist in conducting an innovative restorative practice called the Undercover Anti-Bully Team (UABT). Since the beginning of the BIS, 73 cases across the district have been resolved through the UABT approach. The system also includes a QR code reporting system, database, training through a gradual release model, and efforts to clearly define the system for the whole community. Marlene Bicondova, Director, Positive Youth Development, San Bernardino City USD

Michelle Myers, Program Specialist, San Bernardino City USD

Stephanie Fletcher, Program Specialist, San Bernardino City USD

Improving Student Wellness with Healthy Buildings

Superintendents and administrators

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Wellness, school climate and safety

In the wake of COVID-19, student wellness and health is more important than ever before. Next to their homes, students spend the majority of their time in school facilities. Practicing good building health practices can reduce student sick days, increase student attention and improve average daily attendance. In this session, learn about best practices regarding a variety of topics ranging from building readiness, reducing CO2 levels in the classroom and improving indoor air quality.

Elliott Feldman, Account Executive, Schneider Electric

John Calise, Executive Director, Berkeley USD

Tyler Thompson, Account Executive, Schneider Electric

New 2020 Title IX Regulations: Recommendations for Responding to and Investigating Sexual Misconduct Cases

Superintendents and administrators

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Wellness, school climate and safety

Title IX prohibits sex discrimination in a school's activities and programs and requires all schools, from K-12 to postsecondary institutions, to take appropriate steps to prevent and redress issues of sex discrimination. This session will answer the question, "What do the new final Title IX regulations mean for K-12 school districts?" Presenters will review the new 2020 regulations and discuss what school districts need to do to be in compliance. Participants who attend this workshop will be able to critically review their district's policies and procedures and will be provided with additional resources and recommendations for implementation.

Billie-Jo Grant, Board of Director, Faculty, S.E.S.A.M.E., Cal Poly State University

Dave Ostash, Superintendent, Sierra Sands USD

Kurt Rockwell, Board Member, Sierra Sands USD

Terri Miller, President, S.E.S.A.M.E.

Site-Based Mental Wellness

Experienced board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Wellness, school climate and safety

The San Mateo Union high school district's Mental Health Wellness program provides prevention and short-term intervention services for students facing social and emotional challenges that impact academic performance, attendance and behavior at six comprehensive high schools and one continuation school. The program offers short-term individual, group and drop-in support in a confidential, non-judgmental space staffed with wellness counselors dedicated to improving the health, well-being and educational outcomes of all students. This workshop will discuss the district's process and experience in setting up a site-based mental health program, student usage, and outcomes both from a student and site-based perspective. The presentation will also discuss the costs and innovative ways of funding a program like this.

April Torres, Director, Mental Health Programs, San Mateo Union HSD

Kevin Skelly, Superintendent, San Mateo Union HSD

Marc Friedman, Board Member, San Mateo Union HSD

Supporting Mental Health for Students and Educators

Experienced board members

rural, urban, suburban, high school district, unified school district, elementary school district

Critical Issue

Wellness, school climate and safety

Hear a multi-pronged approach to supporting mental health for students and the educators that work with them. Hear about how Bakersfield City School District opened four student wellness centers that provide individual, group and family therapy with credentialed school social workers. Learn about the California Department of Education's Mental Health Services Program, including youth suicide prevention and postvention resources. Finally, participants will learn about how to support teachers impacted by secondary traumatic stress (STS), including Support for Teachers Affected by Trauma , a curriculum for preK-12 educators that offers ways to mitigate the effects of STS through self-care techniques and other resources.

Mary Briggs, Education Policy Analyst, California School Boards Association

Monica Nepomuceno, Education Programs Consultant, California Department of Education

Steve Hydon, Director of Social Work in Schools Program, University of Southern California

Tim Fulenwider, Executive Director, Instructional Support Services, Bakersfield City SD

The Way We Were: Honor Tradition, Imagine the Future

Superintendents and administrators

suburban, unified school district

Workshop

Wellness, school climate and safety

Research on school climate and wellness includes alternatives to exclusionary discipline, mindfulness and trauma-informed approaches. These strategies address equity among students that are furthest from opportunity. As school districts focus on climate, a growth mindset expands the conversation from "What is wrong with you?" to "What happened to you?" Objectives include: Creating an equitable school climate, improving student wellness and developing meaningful partnerships with community resource providers.

April Jones, District Marriage and Family Therapist, Hemet USD

Tracy Piper, Director, Student Support Services, Hemet USD

Valerie Velez, Health Education Program Specialist, Hemet USD

Working Together for Student Success: Collaborative Problem Solving

Superintendents and administrators, New and First Term board members

small, rural, urban, suburban, elementary school district, high school district, unified school district, county of education

Workshop

Wellness, school climate and safety

In the Magnolia School District, district administrators engage with staff leaders to face issues together, finding that communication among empowered staff groups enhances district analysis, strengthens its results and facilitates understanding and implementation of key plans and programs. These efforts have led the district's diverse student population to impressive achievement levels, and Magnolia SD is proud to be designated a "positive outlier" by the prestigious Learning Policy Institute at Stanford University. The district's collaborative practices, in planning as well as in negotiations, are fundamental to its success. This panel will share strategies and training tips so that other districts can embrace a collaborative culture that leads to students' success.

David Appling, Assistant Superintendent, Human Resources, Magnolia SD

Frank Donavan, Superintendent, Magnolia SD

Louise Taylor, Assistant Executive Director, School Employers Association of California

Nathan Zug, Board Member, Magnolia SD

Navigating Employee Leave Policies During the COVID-19 Era

Superintendents and administrators

small, rural, urban, suburban, elementary school district, high school district, unified school district

Table Talk

Equity, opportunity and accountability

Employee leave policies are complicated at the best of times, let alone during a global pandemic. With the passing of the Families First Coronavirus Response Act, California Executive Orders, and many city-wide ordinances, school districts must understand when and how to apply relevant leave policies to ensure compliance with the multitude of labor and employment laws. This workshop will focus on the policies available to school employees - both old and new - and when each policy may be utilized.

Alexandra Worthy, Associate Attorney, Parker & Covert LLP

Grant Funding Strategies During these Unprecedented Times

Experienced board members

small, rural, urban, suburban

Table Talk

Funding, finance, and facilities

During these challenging times, we are faced with maximizing returns on the district public funds being spent on grant writing services. We have spoken to countless administrators who have shared a variety of scenarios regarding the pending 2020-21 budget cuts. Our team of project managers has researched and identified COVID Care Act funds and other grant funding opportunities that are available to increase student achievement, learning outcomes, and attendance strategies, therefore, we can create funding strategies to address the greatest concerns for every district board members/administrator throughout California.

Steve Samuelian, CEO, California Consulting, Inc.

Using Early Retirement Plans to Reduce Layoffs

Superintendents and administrators

small, rural, urban, suburban, elementary school district, high School district, unified school district, county of education

Table Talk

Funding, finance, and facilities

As school districts face the damaging effects of COVID-19 on their budgets, layoffs have become the reality. Join a discussion with industry experts to learn how Early Retirement Plans can be an important tool to create budget savings and restructure your workforce while reducing or avoiding layoffs. The discussion will include examples from school districts that illustrate the latest approaches used to (1) properly analyze the fiscal impact and (2) design and implement successful plans.

Ryan Nicasio, Vice President, PARS

The Five Pillars of Healthy Buildings

Superintendents and administrators

small, rural, urban, suburban, elementary school district, high School district, unified school district, county of education

Table Talk

Wellness, school climate and safety

In the wake of COVID-19 student wellness and health is more important now than ever before. Next to their homes students spend the majority of their time in school facilities. Practicing good building health practices can reduce student sick days, increase student attention, and improve ADA. In this session learn about the five pillars essential to healthy buildings that include everything from building readiness, reducing CO2 levels in the classroom, and improving indoor air quality.

Tyler Thompson, Account Executive, Schneider Electric



Board Meeting Agenda Item Information

Meeting Date: October 28, 2020	Agenda Item: 202.122 Board Consideration of Approval of Consent Calendar
Presenter: Karen Schauer	Action Item: XX Information Item:
<ul style="list-style-type: none"> a. Approval of the Agenda b. Minutes: September 23, 2020 Regular Board Meeting Minutes: October 14, 2020 Special Board Meeting c. Payment of Warrants: <u>Vendor Warrant Numbers:</u> 21370500-21370569, 21371617-21371676, 21372200-21372233, 21373515-21373568, 21374474-21374553 <u>Certificated/Classified Payrolls Dated:</u> 9/30/2020 and 10/9/2020 d. Personnel <ul style="list-style-type: none"> 1. Resignations/Retirement 2. Leave of Absence Request 3. New Hires e. Donations 	

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

Regular Board Meeting
Zoom Teleconference Link

September 23, 2020
Open Session Meeting ID: 894 1786 6354
Closed Session Meeting ID: 893 8745 3810
Phone Participation: 669-900-6833

Board Members Present

Grace Malson
Thomas Silva
Wesley Cagle
Matthew Silva
John Gordon

Administrators Present

Karen Schauer	Claudia Del Toro-Anguiano
Lois Yount	Donna Mayo-Whitlock
Donna Gill	Jennifer Porter
Judith Hayes	Laura Papineau
Kuljeet Nijjar	Stephanie Simonich
David Nelson	Tina Homdus

MINUTES

<p>This meeting is being held pursuant to Executive Order N-25-20 issued by California Governor Gavin Newsom on March 12, 2020</p>
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- A. Grace Malson announced items to be discussed in Closed Session.**
- B. Closed Session** was called to order at 6:00 p.m.
Present for closed session: Grace Malson, Thomas Silva, Wesley Cagle, Matthew Felix, John Gordon Karen Schauer, Lois Yount, Claudia Del Toro-Anguiano, Donna Mayo-Whitlock, Addison Covert, Attorney, Parker & Covert, and Meghan Russell, Attorney, Parker & Covert
1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS, Proposed School Site Within Simmerhorn Project and Related Projects, Government Code §54956.8
 - East Galt Infill Annexation/Simmerhorn Ranch Project
 - Summerfield at Twin Cities Project
 - Fairway Oaks Project District Project
 2. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
Agency Negotiator: Karen Schauer, Lois Yount, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Non-Represented Employees
- C. Closed Session adjourned at 7:08 p.m.** The open meeting was called to order at 7:10 p.m. by Grace Malson. She announced no action taken in closed session, followed by the flag salute.
- D. Karen Schauer shared the Teleconference Board Meeting Protocols.**

E. Reports

LCAP GOAL 1

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

1. James B. McClatchy Foundation (JBMF) Pre-Kindergarten and English Learner Grant

Donna Whitlock, Educational Services Director, provided a history of GJUESD's relationship with the McClatchy Foundation, formerly known as Central Valley Foundation.

GJUESD has been working with the James B. McClatchy Foundation (JBMF) since 2014 when the District received a competitive grant award of \$400,000 over four years to support the development of language for elementary English Learners. In 2018 the District received a \$70,000 planning grant, Growing Strong Learners, to support preschool English Learner readiness for kindergarten. The implementation planning grant was successful, and the District was awarded \$500,000.

Additionally, in the summer of 2020, the District was awarded \$25,000 in emergency Covid-19 grant funding to provide technology to preschool English Learners during distance learning.

Ms. Whitlock stated that the JBMF has quite an investment in the Galt community. She indicated the grant funds 12 staff members supporting the preschool transition to TK-Kindergarten.

Ms. Whitlock stated the goals of the JBMF Growing Strong Learners grant is:

1. Dual capacity building through family engagement and leadership opportunities.
2. Ongoing professional learning articulated with TK-8 grade Galt Bright Futures Initiatives.
3. Developing a dual language immersion program.
4. Expanding Learning opportunities for dual language learners, ages 0-5 years.
5. Bridging the transition between pre-kindergarten and kindergarten.

Ms. Whitlock shared strategies successfully launched in year-1 of the grant and will be further refined in years 2-3.

2. Reopening Schools Progression to On-Campus Learning and Services

Karen Schauer, Superintendent, shared a revised GJUESD Transitional Reopening Schools Model based on board discussion at the last board meeting. The model is reflective of information received from the state and Sacramento County. She indicated that if the county moves out of Tier 1 into Tier 2 next week, schools could reopen in mid-October if districts are ready with precautions.

Dr. Schauer stated the progression from distance learning for GJUESD could be 1:1 assessments to small cohorts to a phased-in reopening. She indicated tracing and testing for employees will need to be in place before reopening. The District has the tracing tools and access to testing services in the community of Galt so the District can move forward to implement a schedule for employees. She indicated employees would be tested once every two months.

Dr. Schauer recognized Donna Whitlock and the district nurse for their efforts.

Dr. Schauer reported the District is preparing a survey for staff and parents to prepare for on-campus learning with safety precautions along with an elementary waiver preparation.

The District intends to offer 1:1 assessments and small cohorts and may apply for an Elementary School Waiver. There are requirements for the waiver that the District can start addressing with employee groups, parents, and the community. 1:1 assessments have begun with English Learners taking the ELPAC, and the District is working on starting assessing special education students while working together with both labor unions.

Dr. Schauer noted a recent consultation with a district as they prepared to reopen schools. They created a health safety protocol page for employees, parents, and students. The protocol lays out precautions each person needs to consider every day during the pandemic. Each stakeholder signs to commit to follow procedures.

Dr. Schauer reaffirmed a plan to start with 1:1 assessments for English Learners, then special education assessments, and then progressing to small cohort learning groups. Small cohorts could include Special Day Class (SDC) students, English Learners, and transitional kindergarten through grade 3 students. Additionally, high needs middle school students could receive support in core areas. She indicated that the survey might produce additional ideas.

Dr. Schauer shared that Donna Whitlock, Jennifer Collier, Extended Learning Supervisor, and herself met with Galt city staff from the parks & recreation department to look at how they could work together to provide childcare services at schools. Board members and others received feedback to look into childcare for employees and essential workers. She indicated parks & recreation provided summer camps with city staff and did not experience any COVID-19 exposures. This program helps to "set the stage" towards the goal of on-campus learning.

Wesley Cagle, Board Member, expressed his frustration with what seems to be a lag in applying for an Elementary School Waiver. He indicated that most parents he has spoken to have said they want their kids back in school.

Thomas Silva, Board Member, suggested information be placed on the District website providing information on COVID-19 cases and where the District stands in pursuing a waiver or reopening.

Thomas Silva asked what the plan is for contact tracing? Karen Schauer responded that the District just received confirmation from the county last week on how the tracing program will be implemented. She indicated the District would rotate employees for testing every two months.

Donna Whitlock reported that if there were to be a positive COVID-19 case on campus, the District is required to notify site administration, and the district nurse will initiate proper protocols. Within hours school staff and students that may have been in contact with a positive person will be notified and protocols implemented accordingly.

F. Governance Team Discussion

1. California School Boards Association (CSBA) Annual Education Conference, Virtual

Karen Schauer reported the District is working on follow-up training for Board members related to social media and governance work. She indicated CSBA is planning to provide a social media in governance session.

Board members are considering their availability to attend.

G. Routine Matters/New Business

202.115 Karen Schauer recognized the retirement of Lori Mathies and the donations.

Consent Calendar

A motion was made by John Gordon to approve the Consent Calendar, seconded by Thomas Silva and unanimously carried.

a. Approval of the Agenda

b. Minutes: August 26, 2020, Regular Board Meeting
Minutes: September 15, 2020, Special Board Meeting

c. Payment of Warrants:
Vendor Warrant Numbers: 21366689, 21367012-21367067, 21367839-21367888, 21368564, 21368858-21368921, 21369557-21369594
Certificated/Classified Payrolls Dated: 9/10/2020, 8/31/2020

d. Personnel

Resignations/Retirements

Name	Position	Effective Date	Site
Henriquez, Altagracia	Bilingual Community Outreach Asst.	9/30/2020	Fairsite
Mathies, Lori (Retirement 28 Years)	Human Resources Coordinator	02/10/2021	District Office

Leave of Absence Requests

Name	Position	Effective Date	Site
Flores, Leslie	Instructional Asst.	8/28/20 – 10/16/20	Fairsite

New Hires/Reassignment

Name	Position	Site
Hill, Jessica	Certificated Substitute	N/A
Jimenez, Elpidia (Reassignment)	Custodian (Evening Shift)	McCaffrey Middle School
LeCompte, Tiffany (Reassignment)	Food Service Worker	Marengo Ranch
Martin, Kelvin (Reassignment)	Custodian (Day Shift)	McCaffrey Middle School
Severiano, Hector	Classified Substitute	N/A
Villarreal, Renee	Classified Substitute	N/A
Walker, Josefina	Bilingual Office Asst.	Vernon E. Greer

e. Donations

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

CC Items Removed

202.117 Luis Murillo, Consulting Actuary, Total Compensation Systems, provided an overview of the Actuarial Study of Retiree Health Liabilities.

Actuarial Study

A motion was made by Thomas Silva to approve the GJUESD Actuarial Study of Retiree Health Liabilities as of June 30, 2020, seconded by Matthew Felix and unanimously carried.

- | | | |
|---------|--|---|
| 202.118 | A motion was made by Wesley Cagle to approve the Learning Continuity and Attendance Plan 2020-21, seconded by John Gordon and unanimously carried. | LCAP |
| 202.119 | A 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 was held. There was no public comment. | Public Hearing
Instructional
Materials |
| 202.120 | A motion was made by Matthew Felix to approve Resolution #4 GJUESD Resolution Regarding Sufficiency of Instructional Materials, seconded by Wesley Cagle and unanimously carried. | MOTION |

H. Public Comments

There was no public comment.

I. Pending Agenda Items

1. School District Properties
2. Low Performing Block Grant: Mathematics

J. Adjournment 8:12 p.m.

Wesley Cagle, Clerk

Date

**GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
BOARD OF EDUCATION**
"Building a Bright Future for All Learners"

Special Board Meeting

Wednesday, October 14, 2020
Webinar/Meeting ID: 862 6746 7363
Closed Session Meeting ID: 832 9772 0196

Board Members Present

Grace Malson
Thomas Silva
Wesley Cagle- open session only
Matthew Felix
John Gordon

Administrators Present

Karen Schauer	Donna Mayo-Whitlock
Lois Yount	Claudia Del Toro-Anguiano
David Nelson	Laura Marquez
Judi Hayes	Stephanie Simonich
Donna Gill	Jennifer Porter
Leah Wheeler	Laura Papineau
Tina Homdus	Ron Rammer
	Kuljeet Nijjar

MINUTES

The meeting is being held pursuant to Executive Order N-25-20 issued by
California Governor Gavin Newsom on March 12, 2020

A. Grace Malson announced items to be discussed in Closed Session.

B. Closed Session was called to order at 6:00 p.m.

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

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS, Proposed School Site Within Simmerhorn Project and Related Projects, Government Code §54956.8
 - East Galt Infill Annexation/Simmerhorn Ranch Project
 - Summerfield at Twin Cities Project
 - Fairway Oaks Project District Project
2. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
Agency Negotiator: Karen Schauer, Lois Yount, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Non-Represented Employees

C. Closed Session adjourned at 6:57 p.m. The open meeting was called to order at 7:04 p.m. by Grace Malson. She announced no action taken in closed session, followed by the flag salute.

D. Karen Schauer, Superintendent, shared the Teleconference Board Meeting Protocol

- E. Karen Schauer reviewed the session goals regarding schools re-opening progress. She shared the GJUESD Transitional Reopening Schools Model and reported the District is currently in Distance Learning Level 1. Distance Learning level 1 started because Sacramento County was in the Purple Tier of the pandemic (CA Blueprint for a Safer Economy).

The District is looking to move from Distance Learning to 1:1 assessments for English Learners and children receiving special services. In addition, pending Galt Elementary Faculty Association (GEFA) ratification of a Memorandum of Understanding (MOU), small cohort group learning will be provided on campus next with teachers voluntarily participating. She indicated teachers would volunteer to begin offering on-campus services with a goal to move to the blended Level 2 model by mid-November. A blended model could reflect children attending school on-campus 2-4 days a week.

Dr. Schauer reported that she met with Galt parks and recreation and will survey parents to assess childcare needs. She indicated the re-opening of schools has looked different in other districts. Some have re-opened by grade spans or specific grade levels.

Dr. Schauer shared survey participation information, survey highlights, survey comment themes, and implications for actions.

Donna Mayo Whitlock, Educational Services Director, shared the safety compact her department is working to complete next week. She indicated the district nurse would provide live safety information meetings for parents, and recordings will be made available to parents and staff.

Lois Yount, Business Services Director, added that a prescreening form would be used daily by parents and staff to acknowledge they are safe to come to work or school. PBK consultants are working with the District to perform site safety assessments of each of our schools and other facilities. They have visited every school site and classroom to affirm or determine safety measures that need to be taken to ensure we are ready to begin on-campus services by mid-November.

Claudia Del Toro-Anguiano, Curriculum Director, stated communication measures are in place in various forms to receive feedback or clarify information.

Karen Schauer stated employee labor unions had shown their commitment to work with management to reopen schools safely and gradually. She indicated the District is meeting again with the teachers union on Monday and classified union on Tuesday. Everyone is committed to working hard.

Karen Schauer shared that there is an infographic in the board packet that the District is working on with a consultant to convey implementation of the Learning Continuity and Attendance Plan. The graphic explains how the District will grow and learn together in new ways in a detailed infographic that could be used for communication purposes.

Public Comments: Kathy Loesch, Regina Gonzalez, Anne Wood, Sara Murray, Kim Lizama, Elaine Trull, Melissa Pruitt, Tiffany Lourence, Lisa Rhodes, Kirsten Patrick, Rebecca De La Cruz, Jared Moore, Emily Sanders, Darlene Watkins, Miguel Lourence, Mrs. Blake, Christina Lawrie addressed the Board regarding school re-opening.

John Gordon, Board Member, stated the governor's order restricted districts to Distance Learning. The hope is that people are conditioned to follow safety procedures when schools re-open. We need to ensure clarity on protocols and procedural safeguards. As a district, we need to protect people as much as possible. Mr. Gordon would like to hear more about student and staff access to water.

Grace Malson, Board Member, expressed her concern with a health self check honor system as some kids go to school sick.

Wesley Cagle, Board Member, shared that he has two children attending school in the District, and his wife is a teacher. He indicated that his children and his wife need to be in a classroom with their peers and their teachers, and they want to be back in school. He noted the protocols and procedures already in place.

Lois Yount addressed the water matter. She indicated communal drinking water faucets need to be turned off due to the pandemic. The District is considering bottled water.

Thomas Silva stated he is comfortable with conducting the next board meeting in person. Mr. Silva would like to know more about the middle school's schedule and would like more feedback from parents and teachers regarding an am/pm or A/B schedule. He would also like more information on transportation needs.

Grace Malson stated she is comfortable with conducting the next board meeting in person. She shared options for holding an in-person meeting.

John Gordon stated that the Board adopted a transitional re-opening model in the summer. He indicated the Board needs to set the example for labor unions to follow. There is no right answer to re-opening. The District has to look at phasing in soon.

John Gordon asked for clarification on the requirement for face coverings.

Donna Whitlock responded that preschool to second grade would be strongly encouraged to wear a mask. All others will be required to wear a mask or face shield with a drape. If students do not wear face masks, their parents will be contacted.

John Gordon asked if the District is staffed with enough custodians to meet cleaning requirements.

Lois Yount reported the District is in the process of hiring temporary custodians to work mid-day, 3 ½ hours per day. The District has also purchased disinfectant equipment to allow the District to disinfect a classroom in 5 minutes. If the District is not able to acquire enough custodians, janitorial services will be considered for support.

Karen Schauer reported that employees and children would have daily health screenings, in addition, a safety protocol commitment form will be required indicating an understanding to follow safety procedures. The District will also implement surveillance testing every two months for employees.

Karen Schauer shared that neighboring superintendents that re-opened schools in early September have experienced few or no cases of COVID-19. She indicated other school districts are using different scheduling models, and they all can work. GJUESD is already implementing 1:1 assessments with the hope of transitioning to serving small cohorts and then serving all children on campus.

Wesley Cagle stated he would like to meet in person for the next Board meeting.

Karen Schauer summarized the session. She will prepare a communication for parents and staff that will go out on Friday. The communication will outline a safe and gradual re-opening that builds from 1:1 assessments to possible small cohorts pending the GEFA MOU ratification. The goal is to re-open for all students at the start of the second trimester. The communications would also include a request for information from parents and staff regarding what type of services the District needs to prepare for. She added that the small cohort model demonstrates procedures on a smaller scale before taking it to a larger scale.

John Gordon asked if the District will accommodate parents who do not want their children to come back to campus?

Karen Schauer stated that parents would need to let the District know what learning program they prefer and provide contact information through the communication that will go out on October 16.

Karen Schauer stated that the next meeting of the Board of Trustees would be held at a school campus, possibly a classroom.

F. New Business

202.121 A motion was made by Thomas Silva to approve the Memorandum of Understanding Between Galt Elementary Faculty Association (GEFA) and GJUESD Regarding On-Campus Small Cohort Support, seconded by Wesley Cagle and unanimously carried.

G. Pending Agenda Items

1. School District Properties
2. Low Performing Block Grant: Mathematics

H. Adjournment 9:23 p.m.



CONSENT CALENDAR

Human Resources

Recommend approval of the following:

Resignations

Name	Position	Effective Date	Site
Cantu, Stacey	Teacher	10/2/2020	Lake Canyon
Henriquez, Rebecca	Instructional Asst., Preschool	10/13/2020	Fairsite
Holland, Mason	Instructional Asst. Special Education		Marengo Ranch
Pigorsch, Nicholas	Warehouse Worker	10/02/2020	District Office
Salim, Samia	Instructional Asst.	10/15/2020	River Oaks
Velasquez, Guadalupe	Instructional Asst., Preschool	10/30/2020	Fairsite

Leave of Absence Requests

Name	Position	Effective Date	Site
Baglietto, Cheryl	Health Asst.	09/21/2020-10/02/2020	Greer Elementary
Hopper, Joyce	Bus Driver	10/15/2020-10/30/2020	Transportation

New Hires/Reassignment

Name	Position	Site
Barajas, Diana	Guest Teacher	N/A
Bravo, Martha (Reassignment)	Custodian	Greer Elementary
Frizzi, Alessandra	Guest Teacher	N/A
McMillan, Darian	Guest Teacher	N/A
Sagert, David	Classified Substitute	N/A
Wolfe, Elizabeth	Teacher	Lake Canyon



CONSENT CALENDAR

Donations

Fairsite

- Brenda Fluty made a monetary donation for site use

Lake Canyon

- Donors Choose raised \$316.54 through donations for a one-year subscription/membership to Happy Numbers for Stefani Khan's classroom
- Walmart donated two pallets of school supplies and backpacks valued at \$2000.00 for site use

River Oaks

- Donna Gil donated \$700.00 for site use



Galt Joint Union Elementary School District

Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: October 28, 2020	Agenda Item: 202.123 Consent Calendar (continued)- Items Removed For Later Consideration
Presenter: Karen Schauer	Action Item: XX Information Item:
<p>The Board will have the opportunity to address any items that are moved from the consent calendar.</p>	



Board Meeting Agenda Item Information

Meeting Date: October 28, 2020	Agenda Item: 202.124 Board Consideration of Approval of Edupoint License Agreement for the Use of the Synergy Student Educational Platform
Presenter: Donna Mayo-Whitlock	Action Item: XX Information Item:

The District was notified in the beginning of the 2019-2020 school year that the current Student Information System (SIS) contracted though *Illuminate Education* would no longer be available as of June 2021.

A District level team was established and research for replacement began in November 2019, including:

- Identifying top 4 vendor choices
- Gathering feedback from neighboring Districts
- In-depth Vendor presentations with District team
- Visits to SIS Vendors' Districts (including: Galt High, Stockton Unified, Elk Grove Unified, Ceres School District, and Natomas Unified)

Based on research collected, the District team narrowed vendors to *Infinite Campus* and *Synergy*. A district-wide team was assembled and attended the two vendor presentations with formal feedback collected from each team member.

After reviewing all feedback, the District management team made the decision to select the Synergy Student Educational Platform provided by Edupoint Educational Systems, LLC.

5-year subscription cost summary:

Year one:	\$85,549
Year two:	\$35,154
Year three:	\$36,033
Year four:	\$36,934
Year five:	\$37,858

EDUPOINT SOFTWARE LICENSE AGREEMENT

SUBSCRIPTION

Version 20.0

This Edupoint Software License Agreement (“**Agreement**”) is made between Edupoint Educational Systems, LLC located at 101 Pacifica, Suite 240, Irvine CA (“**Company**”) and Galt Joint Union Elementary School District, with offices located at 1018 C Street, Suite 210, Galt, CA 95632 (“**Licensee**”).

RECITALS

- A. Company has developed certain proprietary educational information software systems and documentation thereof which are updated and extended by Company at Company’s sole discretion (the “**Edupoint Product**”), and Company has licenses from third parties or developed other products and services which are offered by Company and updated and extended by Company at Company’s sole discretion (the “**Edupoint Value Add Products**”). The Edupoint Product and the Edupoint Value Add Products are collectively referred to as the “**Edupoint Products**”.
- B. Company or a Company authorized licensor makes the Edupoint Products available to Licensees through the payment of an annual fee (the “**Subscription License**”).
- C. Company or a Company authorized licensor / service provider provides Licensees with the use of the Edupoint Products via one of the following operating models:
 - Self-Hosting, wherein the Licensee, with Company’s assistance and support, installs the Edupoint Products in the Licensee’s data center and assumes total responsibility for providing all data center infrastructure and computing resources and administering the Edupoint Products.
 - Application Hosting, Company provides application hosting services wherein all computing resources necessary to make the Edupoint Products’ enabled services available to the Licensee’s end users are located at a Remote Data Center of the Company’s choosing.
- D. Company or a Company authorized service provider provides certain software support services for the Edupoint Products, including software maintenance, and electronic and telephonic responses to Licensee’s technical and product questions, (the “**Software Support Services**”).
- E. Company or a Company authorized service provider provides certain implementation services for the Edupoint Products, including project management, installation and configuration, application and security setup, data conversion, external interfaces, training, establishing an internal testing and quality assurance program, setting up the support and maintenance program for the Licensee, process consulting, and custom development, (the “**Implementation Services**”).
- F. Company and Licensee desire to enter into this Agreement so that Licensee may acquire the rights to use Edupoint Products and receive the enabled services via one of the three (3) operating models defined in Recital C above, as well as the Software Support Services, and Edupoint Implementation Services, (collectively the “**Edupoint Services**”), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

1.1 Type of License

Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sub-licensable, right and license to the Edupoint Products identified on Exhibit A. Licensee shall use the Edupoint Products solely for its own internal use and for the purposes for which such Edupoint Products were designed.

1.2 Additional Terms and Conditions

In addition to the terms of this Agreement, the license granted under Section 1.1 above shall be subject to the terms and conditions of all Exhibits and Attachments listed as applicable under Section 14.0 and attached hereto and incorporated herein.

2.0 Ownership and Protection of Edupoint Products

2.1 Ownership

Licensee acknowledges that the Edupoint Products; all source code, object code, user interface, algorithms, development frameworks, system designs, system logic flow, and processing techniques and procedures related thereto; the documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company authorized licensor.

2.2 Confidential and Valuable Substance

Licensee recognizes that the Edupoint Products and documentation have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL, (the “**Confidential Information**”). Company is desirous of maintaining rigorous control over the Edupoint Products and documentation. Licensee, therefore, agrees that it will exercise due care to prevent disclosure of the Edupoint Products and documentation to any third party.

2.2.a Licensee shall ensure that any identification labels or legal notices contained in or on any of the Edupoint Products and documentation are not altered, modified, suppressed, or in any other way made inconspicuous.

2.2.b Licensee shall restrict access to the Edupoint Products and documentation to only those employees of the Licensee who must have such access in order to perform their specific duties or obligations pursuant to the Licensee’s business. Licensee agrees to take all necessary and proper precautions to ensure that unnecessary and unauthorized access to the Edupoint Products and documentation by its employees does not occur.

2.2.c Licensee agrees that it will take all reasonable precautions to ensure that non-Licensee personnel, including non-employee agents of Licensee, do not obtain access to or knowledge of the Confidential Information without first obtaining the express written consent of Company. See Attachment 4. Company agrees that it will not unreasonably withhold such consent.

2.2.d Licensee shall treat the ideas and expressions contained in the Edupoint Products and documentation as Confidential Information and belonging solely to Company and shall not, without the prior written permission of Company, copy or duplicate any physical embodiments of the Edupoint Products and documentation (except as required for security and archival or escrow purposes). This includes, but is not limited to, videos or other materials containing images of Company products on video sharing websites, social media platforms or on unrestricted district websites.

2.2.e Licensee agrees to notify Company immediately, in writing, of any unauthorized possession, use, or disclosure of any of the Edupoint Products or documentation. Licensee shall promptly furnish Company with full details of such possession, use, or disclosure; assist in preventing any recurrence thereof; and cooperate with Company in any litigation or other proceedings deemed necessary by Company to protect Company’s rights. Licensee further acknowledges that any reports or other data generated by the Edupoint Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.

2.3 Protection of Edupoint Products

Licensee shall not allow, and shall not allow any third party to:

- 2.3.a Adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Edupoint Products, or any portion thereof;
- 2.3.b Identify or discover any source code of the Edupoint Products;
- 2.3.c Distribute, sell or sublicense copies of the Edupoint Products or any portion thereof;
- 2.3.d Create copies of the Edupoint Products except to make a copy which is required as an essential step in its utilization for the purposes granted the Licensee or to make an archival or back-up copy of the Edupoint Products and documentation; or
- 2.3.e Incorporate any portion of Edupoint Products into or with any other Edupoint Products or other products, or create any derivative works of the Edupoint Products.

3.0 Payment

3.1 Payment Terms

Licensee will pay Company or Company's authorized licensor the License Fees as provided in Exhibit A. All payments are due within 30 days of the invoice date.

3.2 Taxes

All amounts set forth for payment are exclusive of applicable sales and similar taxes. Licensee agrees to pay any and all amounts equal to any taxes resulting from the licensing of the Edupoint Products or the services to be performed pursuant to this Agreement, exclusive of taxes based on the net income of Company.

4.0 Indemnification and Warranty

4.1 Indemnification

- 4.1.a If Licensee notifies Company in writing and gives Company sole control over the defense and all related settlement negotiations, Company will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent the claim or threat of claim is based on an allegation that: (i) Edupoint Products which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) defective Edupoint Products directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Edupoint Products that gave rise to such claim or (iii) any Company breach of Section 9.7; or (iv) any claim or threat of claim brought by a third party against Licensee arising out of the acts or omissions of Company or its employees.
- 4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.
- 4.1.c If either party seeks indemnification provided for in this Section 4.0, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.
- 4.1.d The foregoing states the entire liability and obligation of Company with respect to any infringement or claims of infringement by the Edupoint Products or any part thereof, of any patent, copyright, trade secret or other proprietary right.

4.2 Warranty

4.2.a Operational Warranty

Company warrants that, during the one hundred eighty (180) day period (the “Warranty Period”) commencing on the date the Licensee places the Edupoint Products into production for either pilot or general deployment, whichever first occurs, the Edupoint Products will operate in substantial conformity with the documentation when used in strict compliance therewith, and if properly installed on computing resources within a datacenter infrastructure that is consistent with Company’s published Hardware and Software Requirements and Data Center Infrastructure Requirements. This warranty is contingent upon installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Edupoint Products by Licensee.

4.2.b Breach of Operational Warranty

Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible data center infrastructure, including but not limited to telecommunications network(s), environmental control systems, security systems, electrical services, cabinets and racks, competent network administrative staff available for Licensee Self Hosting. Licensee acknowledges that if it elects Self Hosting as its operating model, it is also solely responsible for having the appropriate computing resources fully installed and operational within its data center and that these computing resources and the data center in which they are installed are consistent with Company’s published Hardware and Software Requirements, and that any exceptions that are not approved in advance in writing by the Company will invalidate the operational warranty.

As Licensee’s sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable software development services to correct software errors in the Edupoint Products, replace the Edupoint Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Edupoint Products, as set forth in section 7.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the license fees paid. Any Software Support or Implementation Services provided under this Agreement are provided “as is” without representation or warranty of any kind or nature.

4.2.c Replacements or corrections of Edupoint Products shall be subject to the warranties, warranty remedies and warranty limitations or disclaimers set forth in the License Agreement pursuant to which Licensee acquired the original Edupoint Products for the period designated therein.

4.2.d Limitations

Except as expressly set forth in this Section 4.0, Company makes no warranty or representation, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, and any warranties of quality or performance, or as a result of a course of dealing or usage of trade, with respect to the Edupoint Products and any Edupoint Services.

5.0 Assignment

So long as the license warranty period under this Agreement is in effect, the services to be performed by Company are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Company unless first approved by Licensee by written instrument executed and approved in the same manner as this Agreement. Notwithstanding the foregoing, Company may assign this Agreement or its rights, interest or obligations under this Agreement to a successor in interest to Company, whether by way of asset sale, merger or other transfer of Company or its business, without Licensee's consent. Subject to the foregoing, all covenants, representations, warranties and agreements of the parties contained in this Agreement shall be binding on and inure to the benefit of the parties' respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

6.0 Choice of Law

This Agreement shall be governed by, interpreted under and construed in accordance with the internal laws of the State of California, without reference to the rules of conflicts of law thereof.

7.0 Agreement Term and Termination

7.1 Agreement Term

The term of this Agreement (the "Agreement Term") shall begin upon the latest date indicated below the signature of either party ("Effective Date").

Unless otherwise specified, at the expiration of the term set forth in Exhibit A, the contract will automatically extend for a period of one (1) year, with a two and a half percent (2.5%) increase over the previous year's cost, until such time as either party terminates this Agreement pursuant to Section 7.2.

7.2 Agreement Termination

This Agreement may be terminated as follows:

7.2.a Either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;

7.2.b Either party may terminate this Agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with ninety (90) days to cure;

7.2.c Notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 7.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the Subscription License paid in the year the termination occurs. In the event of termination of this Agreement by the Company pursuant to Sections 7.2(b) or 7.2(c) prior to an anniversary date, the Company shall be entitled to prepaid Subscription License for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 7.2(a) or 7.2(b) Company shall refund the unamortized portion (assuming straight line amortization) of the Subscription License paid.

7.3 Responsibilities in the Event of Termination

Upon any termination of this Agreement and/or the license to use any Edupoint Products, Licensee shall cease to use the Edupoint Products and shall return to Company the Edupoint Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Edupoint Products from its computer(s) and server(s) and shall provide a certificate of an officer of Licensee stating compliance with the preceding sentence.

7.4 No Liability for Termination

Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the contractual relationship.

7.5 Survivorship

Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

8.0 Binding

This Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the parties.

9.0 General Terms and Conditions

9.1 Entire Agreement

This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company’s and Licensee’s agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

9.2 Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

9.3 Amendments, Waiver, and Change Management

This Agreement shall not be amended or modified except in writing that refers specifically to this Agreement by duly authorized representatives of the parties. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

The scope of work described within the Agreement, Exhibits, and Attachments thereto shall not be changed except as provided by the change management procedures which are described in Attachment 5.

9.4 Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

9.5 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

9.6 Notices

Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and Licensee, or as may be provided by the parties.

Edupoint Educational Systems Contract Administration 1955 S. Val Vista Drive #200 Mesa, Arizona 85204	Galt Joint Union Elementary School District 1018 C Street, Suite 210 Galt, CA 95632
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Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

9.7 Applicable Law

Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act.

10.0 Application Hosting Services

If Licensee will receive application hosting services through Application Hosting, Company and Licensee agree to the terms and conditions of Exhibit B, the Application Hosting Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Application Hosting, as per Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

11.0 Software Support Services

Company and Licensee agree to the terms and conditions of Exhibit C, the Software Support Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the maintenance and support of the Edupoint Products, as per Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement. Software Support Services beyond those specified in Exhibit C that are requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge.

12.0 Implementation Services

Company and Licensee agree to the terms and conditions of Exhibit D, the Implementation Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Implementation Services, as described in Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement. Implementation Services beyond those specified in Exhibit D that are requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge.

13.0 Source Code Escrow

For Licensees that elect to include Software Escrow Services as part of this Agreement, Company will store with a third party Escrow Agent the Edupoint Products computer source code and documentation licensed as part of this Agreement, including all Company-owned source code necessary to continue operations of Edupoint Products, and other information regarding any additional third party components used in conjunction with the products. Company will designate the Licensee as a User in the Company's Software Source Code Escrow Agreement (see Exhibit E). So long as the Licensee is not in breach of its obligations under this Agreement, the Licensee will have the right to receive materials placed into escrow as per the Release of Deposit Material conditions and procedures specified within Company's contract with the Software Source Code Escrow Agent.

Unless a release event occurs, in no event shall the Licensee have the right to use the Edupoint Products source code for any purpose to reverse engineer, develop derivative works or to sublicense the right to use the source code and documentation to any other person or entity for any purpose. The Licensee will also be obligated to treat the source code and documentation as Confidential Information of Company under this Agreement.

14.0 Inclusions

- i. Exhibit A - Software Licenses
- ii. Exhibit B - Application Hosting Services
- iii. Exhibit C - Software Support Services
- iv. Exhibit D - Implementation Services
- v. Exhibit E – Software Source Code Escrow Services
- vi. Company's Business Expense Policy - Attachment 1
- vii. Standard Billing Rates - Attachment 2
- viii. Company's A La Carte Service Descriptions – Attachment 3
- ix. Non-employee/agent Access Consent Form – Attachment 4
- x. Change Management Procedures – Attachment 5
- xi. Data Center Infra. – Analysis and Doc. – Attachment 6

Edupoint License Agreement

15.0 Limitations of Liability

Any other provisions of this Agreement notwithstanding, except to the extent included in an award subject to Company's indemnity obligation, in no event will Company be liable for incidental, consequential, indirect, punitive or special damages of any nature, such as lost business profits. Company's total liability for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Licensee to Company during the 365 days preceding the cause of action.

16.0 Statute of Limitations

Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

Company and Licensee have caused this Agreement to be executed on the dates set forth below:

Edupoint Educational Systems
1955 S. Val Vista Drive, Suite 200
Mesa, AZ 85204
(480) 633-7500, (800) EDUPOINT
Fax (480) 633-7501

Galt Joint Union Elementary School District
1018 C Street, Suite 210
Galt, CA 95632
(209) 744-4545

Rob Wilson	President
_____ Printed Name	_____ Title
_____ Signature	_____ Date Signed

_____	_____
Printed name	Title
_____ Signature	_____ Date Signed

Exhibit A

SOFTWARE LICENSE

1.0 Reference to Agreement

This Software License Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement between **Company** and **Licensee** as of the Effective Date.

LICENSING AND SERVICES FEES

EXHIBIT A - Software Subscription License Agreement Galt Joint Union Elementary School District: Extended Base Synergy SIS Option - Hybrid Hosted Total Cost by Product and Service

V20C25E

Synergy® Student Educational Platform	prorated 182.5 days		Subscription License				
The following Edupoint Products and associated documentation are licensed to Licensee pursuant to this Agreement:	Year 1	Year 2	Year 3	Year 4	Year 5	Total	
Synergy® Student Information System							
PK - 12 Student Information (Included)	\$5,186	\$10,632	\$10,898	\$11,170	\$11,449	\$49,335	
State Reporting for (Included)							
ParentVUE, StudentVUE, & Streams (Included)	\$1,296	\$2,656	\$2,722	\$2,791	\$2,860	\$12,325	
Online Student Registration (Included)	\$2,593	\$5,315	\$5,448	\$5,584	\$5,724	\$24,664	
Master Schedule Builder (Not in Bid)							
Synergy® Learning Management System (LMS)							
TeacherVUE with Gradebook (Included)	\$3,025	\$6,202	\$6,357	\$6,516	\$6,679	\$28,779	
LessonVUE (Not in Bid)							
Assessment (Not in Bid)							
MTSS / RTI (Not in Bid)							
One Roster Integration (Not in Bid)							
Synergy® Analytics							
Analytics (Not in Bid)							
Synergy® Special Education							
PK - 12 Student Special Ed (Not in Bid)							
Synergy® Tools							
Video Conference Integration (Not in Bid)							
ST Tool Set (Object) & Appl Src Code (Not in Bid)							
Synergy® Distance Learning							
Distance Learning (Not in Bid)							
Sub-Total Subscription Software License	\$12,100	\$24,805	\$25,425	\$26,061	\$26,712	\$115,103	
3rd Party Subscription Software							
	prorated 182.5 days		Subscription License				
	Year 1	Year 2	Year 3	Year 4	Year 5	Total	
- Test Item Bank (Not in Bid)							
- GradeCam (Not in Bid)							
Sub-Total 3rd Party Subscription License	\$0	\$0	\$0	\$0	\$0	\$0	
Hosting							
	Prorated 182.5 Days		Hosting				
	Year 1	Year 2	Year 3	Year 4	Year 5	Total	
Hybrid Hosted by Edupoint	Yes	\$4,550	\$9,328	\$9,561	\$9,800	\$10,045	\$43,284
3rd Party Connections (8)	Yes	\$500	\$1,025	\$1,051	\$1,077	\$1,104	\$4,757
Sub-Total Hosting Service		\$5,050	\$10,353	\$10,612	\$10,877	\$11,149	\$48,041
Professional Services by Staff							
		Days	Unit Cost	List Cost	Discount %	Total	
- Project Managers		6	\$1,750	\$10,500	5.0%	\$9,975	
- Technical Experts		3	\$1,500	\$4,500	5.0%	\$4,275	
- Subject Matter Experts		5	\$1,500	\$7,500	5.0%	\$7,125	
- Data Conversion Specialists		6	\$1,500	\$9,000	5.0%	\$8,550	
- Product Specialists		17	\$1,500	\$25,500	5.0%	\$24,225	
- Trainers		10	\$1,500	\$15,000	5.0%	\$14,250	
Total Professional Services by Staff				\$72,000	5.0%	\$68,400	

Total Five Year Cost (excluding estimated expenses): \$231,544

EXHIBIT A - Continued
Payment Schedule by Product and Service

Payment for Edupoint Subscription License		Amount	Payable On	
1st Year Edupoint Subscription License		\$12,100	Due upon Contract Signing	
2nd Year Edupoint Subscription License		\$24,805	1 year after Contract Signing	
3rd Year Edupoint Subscription License		\$25,425	2 years after Contract Signing	
4th Year Edupoint Subscription License		\$26,061	3 years after Contract Signing	
5th Year Edupoint Subscription License		\$26,712	4 years after Contract Signing	
Total 5 Year Edupoint Subscription License		\$115,103		
Hosting		Amount	Payable On	
1st Year Hosting (Prorated 182.5 days)		\$5,050	Due upon Contract Signing	
2nd Year Hosting		\$10,353	1 year after Contract Signing	
3rd Year Hosting		\$10,612	2 years after Contract Signing	
4th Year Hosting		\$10,877	3 years after Contract Signing	
5th Year Hosting		\$11,149	4 years after Contract Signing	
Total 5 Year Hosting Hybrid Hosted by Edupoint		\$48,041		
Payment Schedule for Professional Services		Percent	Amount	Payable On
Planning / Installation and Configuration		40%	\$27,360	Upon Phase Completion
Application Setup and Data Conversion required for Go-Live		20%	\$13,680	Upon Phase Completion
Core Team Training		20%	\$13,680	Upon Phase Completion
Interfaces and Production Deployment		15%	\$10,260	Upon Phase Completion
Post-Deployment		5%	\$3,420	Upon Phase Completion
Total Payment for Professional Services			\$68,400	

Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.

Total Five Year Cost (excluding estimated expenses): \$231,544

EXHIBIT A - Continued
Payment Schedule by Year

Detailed Payment Schedule		Amount	Total
Due Upon Contract Signing			
1st Year Edupoint Subscription License		\$12,100	
Prorate Period of -182.5 Days and 1st Year Hybrid Hosted by Edupoint		\$5,050	
	Payment Due		\$17,150
Due Upon Phase Completion			
Planning / Installation and Configuration	40%	\$27,360	
Application Setup and Data Conversion required for Go-Live	20%	\$13,680	
Core Team Training	20%	\$13,680	
Interfaces and Production Deployment	15%	\$10,260	
Post-Deployment	5%	\$3,420	
	Implementation Services Payment Due		\$68,400
Due 1st Year after Contract Signing			
2nd Year Edupoint Subscription License		\$24,805	
2nd Year Hybrid Hosted by Edupoint		\$10,353	
	Payment Due		\$35,158
Due 2nd Year after Contract Signing			
3rd Year Edupoint Subscription License		\$25,425	
3rd Year Hybrid Hosted by Edupoint		\$10,612	
	Payment Due		\$36,037
Due 3rd Year after Contract Signing			
4th Year Edupoint Subscription License		\$26,061	
4th Year Hybrid Hosted by Edupoint		\$10,877	
	Payment Due		\$36,938
Due 4th Year after Contract Signing			
5th Year Edupoint Subscription License		\$26,712	
5th Year Hybrid Hosted by Edupoint		\$11,149	
	Payment Due		\$37,861
Total Five Year Cost (excluding estimated expenses)			\$231,544

Pricing Notes:

- This pricing is considered an estimate, and is not a final quote until executed as part of a contract.
- This pricing is valid until 11/30/20. Sales tax is not included.
- Year 1 is the (12 Months) period beginning on the date of Contract Signing.
- This proposal was based on 6 Schools with 3,639 students.
- An expense estimate of \$9,305 has been provided. Professional Services will only be billed based on actual expenses incurred.
- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Subscription License has a 27.3% discount applied to license fees.
- Professional Services has a 5.0% discount applied to all your professional services fees.
- Proposal includes data conversion services to convert 2 years of historical data.
- Escalation of 2.50% has been applied.

EXHIBIT B

APPLICATION HOSTING SERVICES

1.0 Reference to Agreement

This Exhibit is only applicable for Licensees who are hosted by the Company. This Application Hosting Services Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement between **Company** and **Licensee** as of the Effective Date.

2.0 Fees

During the Initial Term Licensee shall pay annual fees as shown on Exhibit A, and for each Subsequent Term, Licensee shall pay annual fees according to the Company's then current fees for the Application Hosting Services. Company shall provide fixed pricing for initial agreement term, and provide Licensee six months' notice of any proposed increase in the then applicable Application Hosting Services fees for subsequent terms. Company and Licensee shall each have the right to review the number of students enrolled and increase or decrease the license count and adjust application hosting services fees accordingly.

3.0 Services

During the term of the License, and subject to payment of the fees for the Edupoint Products and the fees for the Edupoint Services, Company shall provide the following services (the "Application Hosting Services") to Licensee:

3.1 Included Services

3.1.a Configuration Planning

Company will determine the specifications for and configuration of the computing resources (number and type of web server(s), process server(s), application database server(s), and load balancer(s) based on the processing and storage needs of the Licensee, using commercially reasonable methods and historical data from other similarly sized licensees. This configuration planning is the basis for the System Hardware and Additional Software and Middleware required, and may change from time to time as system requirements change. Company will constantly monitor system performance and modify the configuration plan to maintain an acceptable level of system performance.

3.1.b Edupoint will perform an annual review of the hosted environment including, penetration test and antivirus scan.

3.1.c System Hardware

Company shall provide access to a digital information processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using the functionality of the Edupoint Products as described in the Documentation, and to make the information generated by and stored in the database(s) supported by the Edupoint Products available on demand by users. System hardware, system software, load balancer, database software and database storage shall be located at the Company's Remote Data Center.

3.1.d The following activities are included in the application hosting cost:

Deploying hardware and infrastructure required, software hosting and systems administration:

3.1.d.1 Systems Administration provides day-to-day management and administration of the operating system and database platform for all servers in the Synergy environment. Specific components of this service include:

- i. Maintenance of the database
- ii. Maintenance and updating of the server operating system
- iii. Performance monitoring of SIS hardware and system software and recommendations for required updates
- iv. Ongoing maintenance of hosted environment

- 3.1.e Additional Software and Middleware
Company will provide all Additional Software and Middleware software necessary for the Edupoint Products, including installation and licensing of Window OS, Microsoft SQL or Oracle server, and SSL certificate(s).
- 3.1.f Configuration and Setup
Upon approval of the Implementation Project Charter and Work Plan, Company will provide initial configuration including operating system installation, database installation, patching the operating system and database, and installing and configuring all the Edupoint Products and Additional Software and Middleware; creation and configuration of Production and Training environments and Production and Training databases. The Training environment will be used for the purpose of training end users in a non-production environment and other non-production uses upon the request of the Licensee. Prior to the Edupoint Products being placed into production, the Company will provide final hardware configuration and application setup for setting proper Licensee specific application parameters and Licensee's organization specific information. Company will be responsible for ongoing re-configuration of hardware and adjustments to application setup for additional module add-ons or changes to Licensee infrastructure that require changes to the system configuration and application setup.
- 3.1.f.1 Restrictions
Licensee will have a limit as to the following configuration options in a hosted environment:
- Audit Trail: Audit detail will be kept for one year and purged after year end backup. Audit detail will impact storage requirements and may be retained longer at the Licensee discretion. Exceptions for Attendance and Grade Reporting Mark data will be retained for the current school year and purged prior to the start of the following school year.
 - Process Queue: Company recommends a maximum of 5 days but may be retained longer at the Licensee discretion. Process Queue results storage will impact space requirements.
- 3.1.g Edupoint will provide the following environment(s) to Licensee:
- 3.1.g.1 A production environment that includes access to all licensed modules;
- 3.1.g.2 A training environment includes access to all licensed modules for demonstration purposes;
- 3.1.h Edupoint Product Updates
Company will provide support for the Edupoint Products through installation of Company provided modifications including remedial "Patches" or "CEs" ("Continuous Enhancements") addressing reported performance or functionality problems and "Upgrades" consisting of new releases or versions of the Edupoint Products and Additional and Middleware software issued by the vendor of that Additional and Middleware software as part of its software maintenance offering, typically indicated by a change in the numeric identifier in the version number of the software. Company will install CEs and Updates in accordance with the Release Management Section set forth in Section 6.0 below in a commercially reasonable timeframe following its release of CEs, new releases or versions of the Edupoint Products or Company's receipt of the CE or Update from the Additional and Middleware software vendor. In addition to administering all updates to the Edupoint Products, Company is responsible for procuring and administering vendor-provided maintenance for any Additional and Middleware software supplied by the Company under this Agreement.

3.1.i Backup

Company shall create and maintain a backup plan whereby Licensee Production Content is backed up to a Company managed Remote Data Center (the "Remote Data Center"), the location of which is subject to change from time to time at Company's sole discretion. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below in Section 7.1, for the purpose of off-site archival in the case of disaster recovery.

The following details the back-up plan in hosted environments.3.1.i.1

Backup frequency

- 3.1.i.1.i Full Back up once per week
- 3.1.i.1.ii Differential backup once per day
- 3.1.i.1.iii Transactional backup – every 15 minutes
- 3.1.i.1.iv Weekly backups retained for 4 weeks. Monthly backups retained for 12 months. Yearly backups retained for 7 years.
- 3.1.i.1.v Backups are retained only if Licensee has a current hosting agreement.
- 3.1.i.2 Backups are replicated at multiple data centers co-located across the U.S.
- 3.1.i.3 Recovery Point Objective is to recover the environment from backup so that mission-critical operations can continue.
 - 3.1.i.3.i Mission-critical includes administrative and teacher usage, not parents or students.
- 3.1.i.4 Recovery Time Objective is 24 hours

Optionally, backup data sets can be provided to the Licensee via direct access to the secure backup data host. Company will work with the Licensee to configure weekly downloadable backup data sets initiated from Licensee's local environment.

3.1.j Disaster Recovery

Company shall maintain backup servers at the Remote Data Center with data communications connections between such servers and the Licensee's Data Center and maintain backups of Licensee Content at Company's Remote Data Center such that Company shall be capable of providing Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of the Licensee's Data Center.

3.2 Additional Hosting Models:

All services indicated in section 3.1 are included in the base hosting model – *Shared Cloud Hosting*. The base model *Shared Cloud Hosting* minimizes cost by optimizing resource utilization within the Company's Remote Data Center. Additional levels of hosting service are available for additional costs and provide added features and options. The following are the additional hosting models offered:

3.2.a Hybrid Cloud Hosting

- (a) Disk storage will be priced based on an initial storage allotment of one (1) terabyte (TB). Additional (1) TB increments will be available with additional charge.
- (b) Basic user interactions (excluding process server jobs) occur within an average of 7 seconds.
- (c) Dedicated SQL Server is optional and available for an additional charge. This option provides a point to point VPN connection to allow direct data manipulation and extraction including selects/Inserts/Updates/Deletes.
- (d) SQL Server High Availability options are available for an additional charge.
- (e) Establish their own Release Management Schedule coordinated with the Company's Technical Services Team.

NOTE: Other infrastructure resources can be deployed on shared resources at the Company's discretion.

3.2.b Dedicated Cloud Hosting

- (a) Perform direct SQL against hosted database including selects/Inserts/Updates/Deletes provided through a point to point VPN connection.
- (b) Deploy custom software additions based on ST framework.
- (c) Disk storage will be priced based on an initial storage allotment of one (1) terabyte (TB). Additional (1) TB increments will be available with additional charge.
- (d) Basic user interactions (excluding process server jobs) occur within an average of 7 seconds.
- (e) SQL Server High Availability options are available for an additional charge.
- (f) Establish their own Release Management Schedule coordinated with the Company's Technical Services Team.

3.3 Excluded Services

- (a) Support of Licensee's Client Desktops
- (b) Support or diagnosis of Licensee's Local Area Network connectivity
- (c) Licensee's Local Area Network device configuration such as proxy servers

4.0 Availability of Services

(Not applicable if Licensee selected Self Hosting.)

Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Application Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

4.1 Downtime

Licensee agrees that from time to time the Application Hosting Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

4.2 Advance Notice

Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

5.0 Security

For Company Application Hosting Services, Company shall operate and maintain the Edupoint Products, System Hardware, Additional and Middleware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the Application Hosting Site, including:

- (a) Firewall protection of the Application Hosting Site;
- (b) Maintenance of independent archival and backup copies of the Edupoint Products and Documentation and all Licensee Content; and
- (c) Protection from network attack or other malicious harmful or disabling data, work, code or program.

6.0 Release Management

For all Production and Training Environments, Company will follow "Release Management Procedures" in completing changes in the products or product release levels in current use and in implementing Application Patches and Upgrades (collectively "Change Events"). These Release Management Procedures will in all cases provide for the following:

- (a) Advance notification to the Licensee of the Change Event, its nature and expected timetable;
- (b) Written notice of application changes and modifications to screens or code;
- (c) Pre-testing of changes, including any modifications to screen or code in Company or Licensee non-Production environments; and
- (d) Coordination of the implementation of the Change Event with the Licensee.

7.0 Proprietary Rights

7.1 Licensee Content

Licensee shall be solely responsible for providing, updating, uploading and maintaining the data stored on the Application Hosting Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Application Hosting Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text (the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Application Hosting Services.

7.2 Alterations

Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Application Hosting Site.

7.3 Ownership of Licensee Content

Company acknowledges that the Licensee Content is owned solely by the Licensee. Following termination of this Agreement, Licensee shall remove or request that the Company remove on a fee for service basis, all Licensee Content from Company Products and thereafter expunge all copies of the Company Products from its computing infrastructure and provide a certificate of an officer of Licensee confirming compliance with the same. Company further warrants that it shall not lease, sell, rent or otherwise disclose Licensee Content to any third party without prior consent of the Licensee.

EXHIBIT C

SOFTWARE SUPPORT SERVICES

1.0 Reference to Agreement

This Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement, between Company and Licensee as of the Effective Date.

2.0 Fees

During the Initial Term, Company shall provide Licensee with Software Support Services according to the fees described in Exhibit A. Following the Initial Term, for each Subsequent Term Licensee shall pay annual fees according to the then current fees for the Software Support Services. Company shall provide Licensee six months' notice of any proposed increase in the then applicable fee. Company and Licensee shall each have the right to review the number of students enrolled and increase or decrease the license count and adjust services fees according to the then current services fees for the licensed Edupoint Products.

3.0 Software Support Services

Company provides software updates and support services for the current version and the immediately prior version only.

Licensee shall select one of the maintenance and support plans; Basic Plan or Premium Plan. Both the Basic Plan and the Premium Plan are based upon the Licensee providing its own first level support of the Edupoint Products, such that support requests from the Licensee's school operations and district office staff are first routed to the Licensee's internal adequately staffed and competently trained student information system support group or helpdesk. Support requests that cannot be resolved by the Licensee's internal support group will be routed to Company for resolution.

3.1 BASIC MAINTENANCE AND SUPPORT PLAN

a) Software Updates Include:

- Minor extensions to existing software modules, as these are defined and released by Company.
- Enhancements which improve the usability of existing software modules, as these are defined and released by Company.
- New software modules representing new functionality, unless Company establishes separate pricing for the licensing and maintenance of such modules.
- Changes necessary to meet state reporting requirements as per specifications published by the respective State's authorized educational agency.
- Changes necessary to meet federal reporting requirements as per specifications published by the authorized federal agency.
- Changes necessary to maintain or improve interfaces between the Edupoint Products and other Licensee software application systems so long as Company provided such interfaces to the Licensee and the Licensee has not altered such interfaces.
- For Licensee purchasing Synergy Technology maintenance, the application source code will be refreshed at the time of publication of a Continuous Enhancement (CE) or annual release.

b) Support Services Includes:

- Company Staff will be available to answer questions and resolve issues Monday through Friday between the hours of 6 a.m. and 6 p.m. (MST) via telephone, e-mail, or web support. This support includes telephone and research time performed by hotline staff, incoming 800 line, and outgoing long distance charges. Company will also provide e-mail support, which includes a response within 4 hours for non-outage issues received during regular business hours, and a response by the end of the next business day for issues received outside regular business hours.

- The following days are recognized as Company holidays. The Company's support function will not be staffed on these days:

New Year's Day	Independence Day	Day after Thanksgiving
Presidents' Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Christmas Week

3.2 PREMIUM USER CONFERENCE PLANS

These plans include everything included in the Basic Maintenance and Support Plan plus additional services as defined in the designations below: Copper, Bronze, Silver, Gold and Platinum.

- Copper: Licensee may send one (1) representative to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Bronze: Licensee may send two (2) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Silver: Licensee may send three (3) representatives to attend Company's User's Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Gold: Licensee may send four (4) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Platinum: Licensee may send five (5) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Platinum Plus: Licensee may send ten (10) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.

Registration and scheduling of participation in Company's Users Conference must be made at least 30 days prior to the event. Travel expenses that will be paid by Company do not include parking, transportation to/from hotel or airport, incidentals at hotel, evening meals, or fees associated with travel changes made after booking. Licensee may send additional staff at Licensee's own expense.

4.0 Payment

4.1 Adjustment of Software Support Services Fees

Company may change the Support Services fees provided under this Agreement at any time by providing thirty (30) days prior written notice to Licensee.

4.2 Costs Related to Modified Software

If Company corrects defects or problems attributable to errors made by Licensee or corrections or modifications made by Licensee, Licensee agrees to pay Company for such services at the Company's then current standard rates.

4.3 Diagnostic Expenses

In the event Company performs services to diagnose a defect that Licensee claims exists in the Edupoint Products and Company subsequently demonstrates the Edupoint Products conforms to specifications as described in Section 4.2 of the Agreement or Licensee is not operating the Edupoint Products within a computing infrastructure that is consistent with Company's published Hardware and Software Requirements or the Data Center Infrastructure-Analysis and Documentation, Licensee will reimburse Company for such services in accordance with this Agreement, or otherwise at then-current rates.

5.0 Major Outage

5.1 Definition of a Major Outage

A "Major Outage" is defined as one of the following: (i) a complete failure of the Edupoint Products that results in the inability by Licensee to use the Edupoint Products, (ii) the loss, corruption or unintended migration of Licensee Content related to Edupoint Products, (iii) the loss of an Edupoint Products function that supports an urgent business process (i.e. report card issuance), or (iv) an Edupoint Products interface failure that results in the inability by the Licensee to use the Edupoint Products.

5.2 Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Outage has been resolved or the urgency level associated with the trouble ticket has been downgraded by the Licensee. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Major Outage will be resolved.

5.3 Response Time for a Major Outage

- 5.3.a E-support response time – within two (2) hours.
- 5.3.b Phone support – within one (1) hour.

6.0 Non-Major Outage

6.1 Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Outage is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Outage will be resolved.

6.2 Response Time for a Non-Major Outage

- 6.2.a E-support response time – within two (2) business days.
- 6.2.b Phone support – within one (1) business day.

7.0 Modifications Excluded

Company shall not be obligated to provide support or maintenance services pursuant to this Agreement with respect to any modifications to the Edupoint Products made by Licensee or to any Licensee sponsored computer program incorporating all or any part of the Edupoint Products.

8.0 Access to Data and Computer

On request, Licensee agrees to provide Company with printouts of the Edupoint Products or of data in storage that shows evidence of a programming error. Licensee further agrees to provide Company with access to the Application Hosting Site and further agrees to provide sufficient computer time to enable Company to duplicate the problem, determine that it results from the Edupoint Products and, after corrective action or replacement has taken place, and determine that the problem has been alleviated.

EXHIBIT D

IMPLEMENTATION SERVICES

This Implementation Services Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement, between **Company** and **Licensee**.

1.0 Fees

During the Term of the Agreement, Company shall provide Licensee with Implementation Services in the amount of and costs shown in Exhibit A.

2.0 Additional Implementation services

Licensee may, by agreeing to changes to the scope of work through the change management process or simply as a matter of choice, purchase additional implementation services. The daily rates shown on Attachment 2 do not include travel expenses, which will be billed as actually incurred not to exceed the GSA Guidelines.

3.0 Flexible Resource Allocation

Company provides a System Implementation Methodology (SIM) which, based on Company's experience, represents the best practice approach to implementation, but Company also recognizes that one size doesn't fit all. The Licensee may have varying degrees of technical, support, and training resources of their own as well as varying abilities to make these resources available to contribute to the implementation project. The Licensee may have significant capacity to handle technical or training tasks itself, thereby freeing Company resources for more effort on another task such as converting additional years of historical data. Therefore, in order to allow the Licensee to make the best use of both its and Company's resources available for implementation, Company is providing this flexible resource allocation plan. The number of days shown in Exhibit A represents days of Company provided professional services reserved for the Licensee for each task of the implementation of the Edupoint Products, and the Licensee can influence how these days will be used over the course of the implementation project.

Upon the start of the implementation project the Company project team and the Licensee's core team will collaborate on the development of the Project Charter and Work Plan. This effort will result in agreement on the roles and responsibilities of both parties, which will in turn result in the most prudent allocation of both Company's and Licensee's resources. Once completed, the Project Charter and Work Plan become the baseline for the implementation project, which begins when this baseline has been established and approved by both Licensee and Company.

4.0 Standard Data Conversion

Standard data conversion is defined as the conversion of the Licensee's legacy system's complete current year plus enrollment and transcript history for the prior three years. Historical special education data may be converted to PDF documents, stored and retrievable with the student's record in the Edupoint Products. Company's data conversion service includes the conversion of all data necessary to allow schools to start using the Edupoint Products, and allow complete and accurate outputs; e.g., school and district level reports for each functional category, and state and federal reports. Conversion of additional historical or other data is available at additional cost based on Company's daily rates.

5.0 Third Party Integration/Interfaces

Company's system implementation methodology includes required third-party integration between the Edupoint Products and other application systems through re-use of interface/integration techniques that have already been developed by Company or which can be met by implementation project staff using available extract, transform, and load utilities/queries. Custom interfaces/integrations (between Edupoint Products and other software applications from either 3rd parties or developed by the Licensee) and custom reports are defined as any interface/integration or report which requires Company developers to write software code. Custom interfaces can be provided at additional cost based on Company's daily rates.

6.0 Custom Development

Company's System Implementation Methodology is based upon Licensee implementing the Edupoint Products as a true COTS solution limiting customizations to those that can be realized through the powerful application setup flexibility built into the Edupoint Products. Licensee uses the Edupoint Products as a true COTS solution requiring no vendor customization, either before or after implementation. As such, no custom development has been included in Exhibit A. Once the COTS solution has been implemented, the Company (if initiated by Licensee) will provide its process consulting experts to work with the Licensee (using the change management process) to price and schedule any required customizations. The Licensee also has the option of licensing the Company's Synergy Technology Application Development Platform and application source code within the solution, giving the Licensee the ability to develop its own extensions and customizations to the Edupoint Products.

7.0 Payment Terms

7.1 Payment Terms

Licensee will pay Company the Fees and Expenses monthly as incurred, net 30 days from date of invoice.

7.2 Travel Expenses

Licensee agrees to pay Company for the following actual and reasonable travel expenses incurred for Company personnel to travel to Licensee's facilities: (a) unless otherwise agreed to by Licensee in writing and in advance, non-refundable, 14 days' advance purchase and coach class air fare; (b) a standard room at a moderate expense motel room within ten miles of Licensee's facilities; (c) a single, compact class, rental car for all Company employees traveling to Licensee's facilities that day; (d) meals in accordance with the Business Expense Policy attached hereto as Attachment 1; and (e) parking expense at an off-site parking vendor at the airport from which Company personnel fly to Licensee's facilities. No other travel expenses shall be paid by Licensee without Licensee's advance approval. Licensee shall not be responsible for any telephone charges.



Exhibit E Beneficiary Enrollment Form and Amendment

Depositor and Iron Mountain Intellectual Property Management, Inc. (“Iron Mountain”), hereby acknowledge that _____ is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number: 36742** with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement, as amended herein. The last date noted on the signature blocks of this enrollment shall be the Effective Date.

Authorized Person(s) Notices Table			
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR		BENEFICIARY	
Print Name	Noam Luft	Print Name	
Title	VP/CTO	Title	
Email Address	nluft@edupoint.com	Email Address	
Street Address	1955 S. Val Vista Dr, Ste 200	Street Address	
Province/City/State	Mesa, AZ	Province/City/State	
Postal/Zip Code	85204	Postal/Zip Code	
Phone Number	480.633.7500	Phone Number	
Fax Number	480.633.7502	Fax Number	

Billing Contact Information Table			
Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.			
DEPOSITOR		BENEFICIARY	
<input type="checkbox"/> <i>Check if same as Authorized Person</i>		<input type="checkbox"/> <i>Check if same as Authorized Person</i>	
Company Name	Edupoint Educational Systems, LLC	Company Name	
Print Name	Christine Baumann	Print Name	
Title	Vice President of Finance & Administration	Title	
Email Address	cbaumann@edupoint.com	Email Address	
Street Address	1955 S Val Vista Dr, Ste 200	Street Address	
Province/City/State	Mesa, AZ	Province/City/State	
Postal/Zip Code	85204	Postal/Zip Code	
Phone Number	480.633.7500	Phone Number	
Fax Number	480.633.7502	Fax Number	
Purchase Order #		Purchase Order #	

Beneficiary Enrollment Form Work Request				
Please check boxes to order services and to identify the Paying Party				
Service	Service Description			Paying Party
<input checked="" type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the Agreement.			<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

Edupoint License Agreement

<input checked="" type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.			<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.			<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.			<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	
Email Address		Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

All notices to **Iron Mountain Intellectual Property Management, Inc.** should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Attachment 1

BUSINESS EXPENSE POLICY

Occasionally, during the course of business employees will incur expenses on behalf of the Company. It shall be the policy of Company to reimburse employees for the cost of these expenses if they are properly authorized and documented in accordance with the following procedures:

Auto Expenses

The Company will assume or reimburse the employee for all reasonable personal automobile expenses incurred in carrying out work assignments.

Guidelines

Reimbursement for the use of the employee's own car will only be made if prior approval for the car's use has been given by the appropriate supervisor and documentation that the employee has appropriate auto insurance coverage is on file.

To receive reimbursement for miles driven on Company business, the employee must complete the mileage portion of the expense form. All mileage for the calendar month must be reported on a single expense report.

Mileage expense shall be reimbursed monthly at current IRS mileage rates.

In the event that multiple vehicles are traveling to the same destination, employees will use all reasonable effort to carpool. If an employee chooses not to carpool, based on personal discretion, Company reserves the right to not reimburse for miles driven.

Travel Expenses:

The Company will assume or reimburse the employee for reasonable business expenses incurred in carrying out work assignments away from their primary location.

Airfare

When reasonable to do so, employees should use the Company provided travel agent for booking airfare. Only coach-class tickets are reasonable, and the Company will not reimburse business- or first-class tickets or upgrades.

Ground Transportation

When reasonable to do so, employees should use the Company provided travel agent or direct contracts for reserving auto rentals. When appropriate, employees shall use public transportations (taxi, train, or shuttle).

Meals and Incidentals

The employee will be reimbursed up to a "not to exceed" amount for meal and incidental expenses at a rate set forth by the US General Services Administration's Domestic Per Diem Rates. Meals and Incidentals not to exceed amounts are calculated on a "per trip" basis. As an example, an employee traveling for four days to a location with a \$59 rate would have a trip not to exceed amount of \$236 for the trip (\$59*4). A full day of travel will be reimbursed if the travel day begins prior to 7:00 a.m. local time, and is completed after 7:00 p.m. local time. Partial days will be reimbursed using the GSA Meals and Incidental Expense Breakdown for partial days.

When an employee is on a trip that lasts seven or more days, reasonable laundry and valet costs will be reimbursed if documented by the proper receipts.

Attachment 2

STANDARD BILLING RATES

Version 18, Effective January 1, 2017

Standard Billing Rates are subject to revision by Edupoint on January 1st of each year. This list includes daily rates for services performed by an Edupoint representative. Edupoint invoices its clients as services are performed and expenses are incurred. Except as noted below, all services are billed at a minimum of one-half (1/2) day's rate.

Job Functions	Rates
1) <u>EXECUTIVES</u>	\$2,000/Day
2) <u>SENIOR TECHNICAL EXPERTS</u>	\$2,000/Day
3) <u>PROJECT MANAGERS</u>	\$1,750/Day
4) <u>TECHNICAL EXPERTS</u>	\$1,500/Day
5) <u>SUBJECT MATTER EXPERTS</u>	\$1,500/Day
6) <u>DEVELOPERS</u>	\$1,500/Day
7) <u>DATA CONVERSION SPECIALISTS</u>	\$1,500/Day
8) <u>PRODUCT SPECIALISTS</u>	\$1,500/Day
9) <u>TRAINERS</u>	\$1,500/Day
10) <u>ADMINISTRATIVE SUPPORT</u>	\$750/Day

NOTE:

Travel Day

If a travel day is required the day before or the day after services are performed, the travel day will be charged at \$400/day.

Expenses

All expenses will follow the guidelines set forth in Attachment 1.

Attachment 3

EDUPOINT'S A LA CARTE SERVICE DESCRIPTIONS

Version 1.3

Systems Review – Annual Service

Systems Review is a service for self-hosted districts which provides an annual review (1 to 2 days depending on district size) of the current hardware configuration and server farm maintenance process, to ensure proper ongoing configuration and enterprise level system performance.

System Review responsibilities are limited to the Licensee's server farm (production, test, and training environments sometimes collectively referred to as the "system(s)") and load balancer supporting the Edupoint Products and include:

- Analyze operating system logs, identify potential issues and recommend course of action.
- Perform audit of operation system configuration and review process of application of operating system updates.
- Developing recommendations for any necessary modifications to the composition and configuration of the server farm that are required to maintain satisfactory application software performance levels for end users. NOTE: This includes reviewing new application functionality (including Synergy functionality, 3rd party tools and integrated applications) put in use over the course of time since the last review or initial installation, which could require configuration changes in the server farm.
- Review disaster recovery plans.
- In depth review of database server – aka Database Server Health Check – to ensure proper maintenance plans are in place, review indexing schemes, review backup strategies, check throughput of disk subsystem (e.g. local disk arrays, SAN, etc.) and overall configuration of database equipment.
- Answering technical queries during review process.

Backup and Disaster Recovery – Annual Service

For self-hosted districts, the Licensee's Production database and environment Company will perform the following:

- Create and Maintain disaster recovery plan and executing plan in a disaster event.
- Ensure Licensee Content is backed up to a Company managed Remote Data Center (the "Remote Data Center"), the location of which is subject to change from time to time at Company's sole discretion. Company shall retrieve each business day an electronic backup of the Licensee Content for the purpose of off-site archival in the case of disaster recovery.
- Maintain backup servers at the Remote Data Center with data communications connections between such servers and the Licensee's Data Center and maintain backups of Licensee Content at Company's Remote Data Center such that Company shall be capable of providing Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of the Licensee's Data Center.

Release Management – Annual Service

For self-hosted districts, all Production, Test and Training Environments, Company will follow "Release Management Procedures" in completing changes in the products or product release levels in current use and in implementing Application Patches and Upgrades (collectively "Change Events"). These Release Management Procedures will in all cases provide for the following:

- Advance notification to the Licensee of the Change Event, its nature and expected timetable;
- Written notice of application changes and modifications to screens or code;
- Pre-testing of changes, including any modifications to screen or code in Company or Licensee non-Production environments; and
- Coordination of the implementation of the Change Event with the Licensee.

Process Consulting – As requested service

Company's process consulting services are available to Licensees, on a daily rate, which have completed the initial implementation of the new student information system and want to ensure that the system is being used in the manner necessary for the Licensee to gain maximum improvements in the daily work processes of school and district office staff. It is intended to answer questions such as:

- Are attendance clerks executing the daily and periodic attendance function in the most efficient manner, given the features and functions available in the new system?
- Are school principals fully using the information available via the new system to support their decisions regarding school operations and instructional effectiveness?
- Is district office staff fully utilizing the reporting and query capabilities of the new system to gain information needed for programmatic and departmental operations and management, or are they still asking schools to compile and report this information off-line?
- Are teachers fully utilizing the student and classroom management features of the new system's teacher portal and integrated grade book?

Company's process consultants will work with Licensee's school and district staff to identify work processes that are making less than full use of the new student information system, and then lead collaborative initiatives to intervene in these processes so that Licensee's school district gains maximum return on its SIS investment.

Deliverables:

- A process review report, with recommendations, covering the functional areas of the new SIS established as the scope of the Process Consulting engagement.
- An Intervention Plan which addresses the recommendations developed during the process review engagement.

Attachment 4

NON-EMPLOYEE/AGENT ACCESS CONSENT FORM

THIS AGREEMENT is made as of _____, between <COMPANY NAME/CONTRACTOR>, <DISTRICT>, and Edupoint Educational Systems, LLC.

WHEREAS, <COMPANY NAME/CONTRACTOR> (“Contractor”) is providing services for <DISTRICT>, (“District”) in connection with Edupoint Educational Systems, LLC (“Edupoint”) Licensed Software Products specifically set forth in Exhibit A of the Software License Agreement dated _____.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree:

CONFIDENTIAL AND VALUABLE SUBSTANCE – Contractor recognizes that the Licensed Software Products have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL. Edupoint is desirous of maintaining rigorous control over the Licensed Software Products. Contractor, therefore, agrees that it will exercise due care to prevent disclosure of the Licensed Software Product to any third party.

1. Contractor shall ensure that any identification labels or legal notices contained in or on any of the Licensed Software Products are not altered, modified, suppressed, or in any other way made inconspicuous.
2. Contractor shall restrict access to the Licensed Software Product to only those employees of the Contractor who must have such access in order to perform their specific duties or obligations pursuant to the Contractor’s business. Contractor agrees to take all necessary and proper precautions to ensure that unnecessary and unauthorized access to the Licensed Software Products by its employees does not occur.
3. Contractor agrees that it will take all reasonable precautions to ensure that non-Contractor personnel, including non-employee agents of Contractor, do not obtain access to or knowledge of the Confidential information without first obtaining the express written consent of Edupoint. Edupoint agrees that it will not unreasonably withhold such consent.
4. Contractor shall treat the ideas and expressions contained in the Licensed Software Products as TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL and belonging solely to Edupoint and shall not, without the prior written permission of Edupoint, copy or duplicate any physical embodiments of the Licensed Software Products (except as required for security and archival or escrow purposes).
5. Contractor agrees to notify Edupoint immediately, in writing, of any unauthorized possession, use, or disclosure of any of the Licensed Software Products. Contractor shall promptly furnish Edupoint with full details of such possession, use, or disclosure; assist in preventing any recurrence thereof; and cooperate with Edupoint in any litigation or other proceedings deemed necessary by Edupoint to protect Proprietor’s rights.

NO LICENSE - Nothing in this Agreement is intended to grant any rights to Contractor under any patent, mask work right or copyright of Edupoint, nor shall this Agreement grant Contractor any rights in or to Confidential Information except as expressly set forth herein.

TERM - This Agreement shall survive until the termination of the License Agreement.

REMEDIES - The Contractor acknowledge that in the event of any breach or threatened or reasonably anticipated breach of this Agreement, the resulting damage to Edupoint would be difficult or impossible to quantify and remedy at law, and therefore, in addition to any other rights or remedies available hereunder, Edupoint shall be entitled to injunctive and other equitable relief and to recover from Contractor its reasonable attorneys’ fees and costs incurred in connection with enforcement of this Agreement.

Edupoint License Agreement

MISCELLANEOUS - This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the parties hereto.

Edupoint Educational Systems, LLC

<Company Name/Contractor>

<District>

Attachment 5

CHANGE MANAGEMENT PROCEDURE

Version 1.2

Whichever party to this Agreement identifies a potential change to the Edupoint Products or the Project Charter and Work Plan, that party will document the potential change, thereby initiating a change request under this process. The change request will be presented to the Licensee's project management for approval to proceed with an initial analysis by Company.

Once the Licensee has authorized the change request, Company will proceed with an initial analysis and complete the initial change request by specifying the change type, feasibility analysis, initial estimate of the cost to first develop detailed specifications and then implement the change, and potential impact an effort to execute the change would have on already adopted project timelines. Company will complete this initial analysis at no cost to the Licensee.

Company will present the results of the initial analysis to the Licensee's team and that team will, if it decides to move the change request forward in this process, authorize Company to proceed with the development of detailed specifications and finalization of cost and timeline impacts.

Company will, if the change request is authorized by the Licensee, proceed with the development of functional and other detailed specifications with the full aid and assistance of appropriate Licensee staff. Company will also finalize the initial cost estimate into a cost commitment, and determine the timeline required to implement the change. All of this information will be presented to the Licensee, as a final change request. Costs incurred by Company in preparation of the final change request will be applied as a credit to the actual costs of implementing the change should the Licensee move forward with the change, except in the case of custom development work. For custom development, the following guidelines apply:

1. If the Licensee authorizes completion of the customization work, the cost to create the Functional Specifications Document (FSD) will be discounted by 50 percent and will be payable upon delivery of the customization.
2. If the quote provided following receipt of the FSD approval exceeds the customization estimate by 50 percent or more, and the Licensee therefore elects not to authorize the customization, the cost of the FSD will be discounted by 50 percent.

Otherwise the Licensee will be responsible for these costs, and will pay Company as per the payment terms provided in this Agreement.

Attachment 6

DATA CENTER INFRASTRUCTURE – ANALYSIS AND DOCUMENTATION

AKA Site Survey – Contract Reference Section 4.2.a (Version 17.0)

This process description and related forms are to be used by Edupoint staff when implementing SYNERGY under the **Self-Hosting** operating model..

The purpose of this site survey is to provide assurance that SYNERGY will operate reliably when installed in a client's data center under the **self-hosting** operating model, but with one significant difference.

- **Under the self-hosting operating model**, while Edupoint is expected to provide sound advice and technical assistance related to the sizing, configuration, and integration of the client-purchased SYNERGY-related computing resources into the client's data center, the ultimate responsibility (operational and financial) for ensuring that the SYNERGY-related computing resources are properly sized, configured, and integrated into a properly established data center infrastructure is the clients.

As per Section 4.2.a of Edupoint's Software License Agreement, the site survey can be performed by the client or an agent hired by the client, or at the client's request Edupoint will perform the site survey and bill the cost of the survey to the client as an additional charge. In any case, the completed site survey document establishes the baseline for the data center infrastructure. Edupoint must review the completed site survey document and either accept the survey as-is or prepare a report to the client noting the deficiencies within the data center infrastructure that the client must correct (at the client's expense) before Edupoint will install the SYNERGY-based SIS solution. Correction of deficiencies will be reflected upon the site survey, which will be signed off by both the client and Edupoint. Neither party will be allowed to modify the data center infrastructure after this sign-off without the concurrence of the other party.

The process steps for completing the site survey task are as follows:

1. Edupoint staff to prepare a preliminary configuration of the SYNERGY-based SIS solution, which is shared with the client.
2. Discuss the site survey with the client and determine how the client will complete the survey; self-survey, hire an agent to perform the survey, or ask Edupoint to complete for an additional cost (daily rate and travel expenses)?
3. Discuss with client and establish the target date for the completion of the survey.
4. When survey is complete, Edupoint staff to review the survey document, confirm the document's completeness and accuracy, note any deficiencies within the client's data center infrastructure, and determine the fit between the preliminary configuration of the SYNERGY-based solution and the client's data center infrastructure. Convey any deficiencies to the client and get agreement on the client's plan for correcting all noted deficiencies. Repeat this step if necessary.
5. Edupoint staff confirm resolution of all deficiencies and prepare the final version of the site survey, and get sign-offs by both client and Edupoint management staff. **Final configuration of the SYNERGY-based SIS solution and installation of the configuration cannot begin until the site survey is signed off.**

The elements that must be included within the site survey and the critical questions that must be answered are as follows:

- **Space** – Is there sufficient space within the data center to house the SYNERGY-based SIS solution?
- **Environmental Controls** – Are heat and humidity control systems sufficient to ensure reliable performance of the SYNERGY-based SIS solution and protect equipment from damage?
- **Electrical Power** – Are the quantity, quality, and distribution of electrical power within the data center sufficient to meet the needs of the SYNERGY-based SIS solution? Is there backup power sufficient to allow orderly shutdown of the SYNERGY-based SIS solution? Is there backup power generation capable of allowing ongoing operation of the SYNERGY-based SIS solution for protracted power outages?
- **Cable Routing** – Are there sufficient cable trays (either overhead or under raised flooring) to handle the cabling associated with the SYNERGY-based SIS solution?

- **Fire Protection** – Are there functioning smoke detectors for early warning of a developing fire? Are there fire suppression systems?
- **Security** – Is physical access to the data center adequately controlled?
- **Telecommunications Network** – What is the available capacity of routers and switches that transport traffic between servers and the outside world? What level of redundancy is built into the existing telecommunications infrastructure?
- **Data Center Management Tools** – What monitoring and management tools (software and/or hardware) are currently installed and in use in the client's data center?
- **Systems Administration Capacity** – What human resources are available to assist Edupoint in ongoing systems administration functions?
- **Disaster Recovery** – Is there a disaster recovery (aka business continuity) plan, and is it current and viable?

While in the final analysis the site survey must provide a definitive written answer to each of the above critical questions, the answer alone does not satisfy the requirements for the site survey. For each of the ten elements, documentation must either be secured or created that fully describes the current data center environment relative to each of the ten elements. This documentation will serve as the basis for the written analysis upon which the answer to each of the ten critical questions must be based.

Once the site survey is signed-off, a copy of the analysis and documentation must be secured by each party since it will serve not only as the foundation for Company's computing resources that will be installed in the data center, but also as the baseline for the resolution of future questions and/or disputes that may arise in the event system performance or reliability becomes an issue. Both parties must understand that neither party may unilaterally modify any element of the data center infrastructure, and that any modifications that are made by mutual agreement of both parties must be reflected in the baseline analysis and documentation.

Galt Joint Union Elementary School District: Extended Base Synergy SIS Option - Hybrid Hosted Subscription Pricing Summary

V19F03

Synergy® Student Educational Platform	Year One Subscription Costs	Year Two Subscription Costs
The following Edupoint Proprietary Products and associated documentation are licensed to Licensee pursuant to this Agreement:		
Synergy® Student Information System	Prorated -182.5 Days & 1 Year	
PK - 12 Student Information (Included)	\$5,186	\$10,630
State Reporting for (Included)		
ParentVUE, StudentVUE, & Streams (Included)	\$1,296	\$2,658
Online Student Registration (Included)	\$2,593	\$5,315
Master Schedule Builder (Not in Bid)		
Synergy® Learning Management System (LMS)		
TeacherVUE with Gradebook (Included)	\$3,025	\$6,201
LessonVUE (Not in Bid)		
Assessment (Not in Bid)		
Response to Intervention (RTI) (Not in Bid)		
LMS Integration (Not in Bid)		
Synergy® Analytics		
Analytics (Not in Bid)		
Synergy® Special Education		
PK - 12 Student Special Ed (Not in Bid)		
Synergy® Technology & Appl Source Code		
ST Tool Set (Object) & Appl Src Code (Not in Bid)		
Synergy® Distance Learning		
Distance Learning (Not in Bid)		
Sub-Total Synergy® Subscription License:	\$12,100	\$24,804
3rd Party Subscription Software		
- Test Item Bank (Not in Bid)		
- GradeCam (Not in Bid)		
Sub-Total 3rd Party Subscription License:	\$0	\$0
Hosting	Prorated -182.5 Days & 1 Year	
Hybrid Hosted by Edupoint 3rd Party Connections (8)	\$5,049	\$10,350
Premium Annual Services		
- Server Administration (Included)		
- Backup and Disaster Recovery (Included)		
- Systems Review (Included)		
- Release Management/Software Update (Included)		
Additional Annual Services		
- 0 Systems Engineering Serv Bundle Days the first year		
- 0 Professional Service Bundle Days the first year		
- No User Conference Plan		
Sub-Total Premium Annual Services:	\$0	\$0
Professional Service		
Project Management (6 days)	\$9,975	
Train-The-Trainer (10 days)	\$14,250	
Data Conversion (6 days)	\$8,550	
External Interface/Integrations (3 days)	\$4,275	
All other Professional Services (22 days)	\$31,350	
Sub-Total Professional Services includes 47 days:	\$68,400	\$0
Software Maintenance		
Software Maintenance	Included	Included
3rd Party Equipment & Software		
3rd Party Equipment, Software & Maintenance		
Total Cost	\$85,549	\$35,154
Year Three Subscription Cost	\$36,033	
Year Four Subscription Cost	\$36,934	
Year Five Subscription Cost	\$37,858	
TOTAL FIVE YEAR COST (excluding expenses)	\$231,528	

Pricing Notes:

- This pricing is valid until 10/30/20. Sales tax is not included.
- This proposal was based on 6 Schools with 3,639 students.
- An expense estimate of \$9,305 has been provided. Professional Services will only be billed based on actual expenses incurred.
- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Proposal includes data conversion services to convert 2 years of historical data.
- Subscription License has a 57.1% discount applied to license fees.
- Professional Services has a 5.0% discount applied to all your professional services fees.
- Escalation of 2.50% has been applied.



Galt Joint Union Elementary School District

Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: October 28, 2020	Agenda Item: 202.125 Board Consideration of Approval of Pupil Transportation Information, LLC PTI School Transportation Consultation Services Agreement for Professional Services with Timothy W. Purvis
Presenter: Lois Yount	Action Item: XX Information Item:

Pupil Transportation Information, LLC (PTI) provided the Galt Schools Transportation Department a comprehensive transportation study last spring. It was recommended that one district would take total responsibility for the operation. In collaboration with high school staff, the recommendation is for the elementary district to manage all aspects of the transportation department. With this transition, we would need the support and consultation of PTI staff.

We recognize this future new agreement between both school districts as a way to improve transportation services for K-12 students.

- Attached:
1. Scope of Services and Agreement for Professional Services
 2. Timeline for Services: November - June 30, 2021

Fiscal: Not to exceed \$10,000 that would be shared between both districts



**Pupil Transportation Information, LLC PTI
School Transportation Consultation Services
Timothy W. Purvis
Agreement for Professional Service**

**Vendor # 82-3098242
Contract #1004-20**

This Agreement is entered into between Pupil Transportation Information, LLC, (Timothy W. Purvis) acting as an independent consultant (**CONTRACTOR**) AND Galt Joint Union Elementary School District, GJUESD (**DISTRICT**) AND IS DATED, FOR REFERENCE, **October 11, 2019**. **The parties agree as follows:**

1. **CONTRACTOR** agrees to perform during the term of this Agreement, the tasks, obligations and services set forth in the “Scope of Services” attached to and incorporated into this Agreement as Appendix A-Phase III.

Phase II-Transportation Cooperative Contract Model

DISTRICT agrees to pay **CONTRACTOR** based upon a “Not To Exceed” (NTE) contract based upon the following fee structure. All payments will be based upon invoices submitted to the **DISTRICT** by **CONTRACTOR**.

CONTRACTOR will invoice the **DISTRICT** for services performed. The **DISTRICT** will render payment to **CONTRACTOR** within 30 days of receipt of invoices.

Phase II-Transportation Cooperative Contract Model

DISTRICT agrees to pay **CONTRACTOR** a daily rate fee based upon the following PTI rates:

On-site \$2,000 per day/\$250 per hour per consultant
Off-Site = \$1,300 per day/\$162.50 per hour per consultant

Total contract not to exceed \$10,000.

Management assistance daily rates include all on-site and off-site support and written progress assessments, including all consultant travel expenses. All payments will be based upon invoices submitted to the **DISTRICT** by **CONTRACTOR**. The District will determine duration of contract for Phase II Transportation Cooperative Contract Model management assistance as needed. **Contract Phase II for Transportation Cooperative Contract Model management assistance not to exceed \$10,000.**

2. **TERM OF AGREEMENT**, the term of this Agreement begins on October 19, 2020 and ends **June 30, 2021**. Extension or renewal requires approval of the **DISTRICT**. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not



be increased upon extension of the Agreement without approval of the **DISTRICT**. This agreement may be terminated by the **DISTRICT** at any time with 15 days prior written notice to **CONTRACTOR**. In the event of termination for reasons other than cause, the **DISTRICT** will pay **CONTRACTOR** for work done up to the time of termination. In the event of termination for cause, **CONTRACTOR** need be compensated only to the extent required by law.

3. **TIME FOR PERFORMANCE**, work defined in Appendix A-Phase II is to be completed within ninety (90) business days of the initial on-site field work or off-site management assistance with progress updates submitted to the **DISTRICT**. A final progress assessment will be provided to the **DISTRICT** within fifteen (15) business days following completion of management assistance. All services required of the **CONTRACTOR** will be completed on or before the specified end of the term.
4. **MAINTENANCE OF RECORDS AND ASSIGNMENT OF COPYRIGHTS**, **CONTRACTOR** will maintain full and accurate records in connection with this Agreement and will make them available to the **DISTRICT** for inspection at any time. Contractor's work product produced under this Agreement shall be the property of the **CONTRACTOR**.
5. **STATUS OF CONTRACTOR**, agree that **CONTRACTOR**, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. **CONTRACTOR** shall be free to contract for similar service to be performed for other employers while under contract with the **DISTRICT**; **CONTRACTOR** will not accept such engagement which interferes with performance under this Agreement. **CONTRACTOR** is not entitled to participate in any pension plan, insurance, bonus or similar benefits the **DISTRICT** provides for its employees.
6. **HOLD HARMLESS**, **CONTRACTOR** shall hold harmless the **DISTRICT**, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of **CONTRACTOR**, its officers, agents or employees taken under this Agreement.
7. **COMPLIANCE WITH LAWS**, **CONTRACTOR** shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
8. **MODIFICATION OR ASSIGNMENT**, this Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by the **DISTRICT**. Addresses are as follows:



DISTRICT

Lois Yount
Director of Business Services/CBO
Business Services
Galt Joint Union Elementary School District
1018 "C" Street, Suite 210
Galt, CA 95632
(209) 744-4545, Ext. 311
lyount@galt.k12.ca.us

CONTRACTOR

Timothy W. Purvis
Pupil Transportation Information, LLC
40284 Via Sonoro
Murrieta, CA 92562
(951) 970-2976
tpurvis@pupiltransinfo.com

DISTRICT
Lois Yount
Galt Joint Union Elem. School District

Date

Timothy W. Purvis

CONTRACTOR
Timothy W. Purvis,
Pupil Transportation Information, LLC

October 11, 2020
Date



APPENDIX A PHASE III

Pupil Transportation Information, LLC (PTI)
School Transportation Consultation Services
Timothy W. Purvis
School Transportation Consultant
Scope of Services

Timothy W. Purvis, Pupil Transportation Information, LLC (PTI), Consultant(s), will provide management assistance consultant services to the Galt Join Union Elementary School District (GJUESD) for management assistance. PTI will provide management support and guidance for the development of a District Transportation Cooperative Model Contract with the Galt Union High School District. As requested by the District, PTI will provide suggested program contract language and “best practices” models for a general education and special education transportation support system and a project timeline model to achieve such. Scope of Services to be performed is based upon an “as needed” Not To Exceed (NTE) contractual arrangement based upon the District request for services of PTI.

Phase II-Scope of Service for a Transportation Cooperative Model Contract:

1. A minimum of two (2) PTI pupil transportation consultants will be involved on this project to perform “as requested” on-site or off-site management assistance for the specific purpose of providing guidance, recommended practices and establishing a project timeline for development of a District Cooperative Contract for services to be provided to the high school district. On-site and off-site management assistance work to be determined mutually between both the GJUESD and PTI and at the request of the District. Scope of Services to include, but not limited to:
 - Proposed/suggested project timeline for the District to implement a cooperative services contract for pupil transportation and vehicle maintenance with implementation goal of the 2021-22 school year.
 - Provide management assistance to the district for the development/augmentation of a collective bargaining unit contract to merge the high school pupil transportation staff with the elementary pupil transportation staff as employees of the elementary school district.
 - Guide and Recommend Management and Program Staff Leadership in the development or augmentation of industry standard best practices for a pupil transportation support program.



Board Meeting Agenda Item Information

Meeting Date: October 28, 2020	Agenda Item: 202.126 Public Hearing of Resolution No. 5 Approving an Alternative Level 1 Developer Fees on New Residential, Commercial, and Industrial Construction within the Galt Joint Union Elementary School District.
Presenter: Lois Yount	Action Item: Information Item: Public Hearing: XX

The District currently shares K-12 developer fees with the Galt Joint Union High School District, with the Galt Joint Union Elementary School District collecting 60 percent, or \$2.214 per square foot of residential area and \$0.366 per square foot of new commercial area. These developer fees are subject to a biennial inflationary adjustment equal to the change in the statewide cost index for Class B construction. In January 2020, the State Allocation Board (“SAB”) adjusted the statutory limit on “Level 1” K-12 developer fees from \$3.69 to \$4.08 per square foot of residential construction and \$0.61 to \$0.66 per square foot of commercial/industrial construction.

The Level 1 Developer Fees Justification Report (“Report”), which is Exhibit A of the School Facility Needs Analysis, provides the justification for the District to levy the maximum K-12 Level 1 developer fees (“fees”) on new residential, commercial and industrial construction within the District. The District’s 60 percent share of the new Level 1 developer fee would be \$2.448 per square foot for new residential area and \$0.396 per square foot of new commercial area. However, as justified by the District’s School Facility Needs Analysis, the District is also eligible to levy an alternative Level 2 of \$3.33 per square foot on new residential area with 100 percent of the proceeds used to fund K-8 school facilities.

In order to adopt the Level 1 Fee Justification Report and impose the statutory maximum Level 1 fees, the District must conduct a public hearing and adopt Resolution No. 5 adopting the Report and the Level 1 fees. The Level 1 fees will become effective 60 days after adoption and are effective for two years.

We recommend Board approval of Resolution No. 5 approving Level 1 developer fees on new residential, commercial, and industrial construction within the Galt Joint Union Elementary School District (“District”).

- Attachments:**
1. Resolution No. 5
 2. School Facility Needs Analysis and Level 1 Developer Fees Justification Report

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

Resolution No. 5

A Resolution of the Board of Trustees of the Galt Joint Union Elementary School District Adopting Level 1 Developer Fees

WHEREAS, under the provisions of Education Code Section 17620 et. seq. and Government Code Section 65995 et seq., a school district's governing board may establish fees to offset the cost of school facilities made necessary by construction following the making of certain findings by the governing board;

WHEREAS, Government Code section 65995 limits the fee authorized to \$4.08 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.66 per square foot against commercial and industrial construction described in Government Code Section 65995(b)(2) subject to adjustments for inflation determined by the State Allocation Board pursuant to Government Code Section 65995(b)(3);

WHEREAS, the purpose of this Resolution is to approve and adopt fees pursuant to Government Code Section 65995, et. seq. in the amount of \$4.08 per square foot of residential construction; and;

WHEREAS, the purpose of this Resolution is to approve and adopt fees pursuant to Government Code Section 65995 et. seq. on commercial and industrial development projects in the amount of \$0.66 per square foot except for retail self-storage construction which is approved and adopted at \$0.08 per square foot.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Trustees of the Galt Joint Union Elementary School District as follows:

- 1. Procedure.** The Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled October 28, 2020 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Sections 66004, 66018, and 6062, (a) and in a notice, including a statement that the data required by Government Code sections 66004 and 66018 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant

to the Resolution and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received the Level 1 Developer Fees Justification Report (Appendix A of the School Facility Needs Analysis, October 2020) herein referred to as (“Report”) and attached as Exhibit A, which formed the basis for the action taken pursuant to this Resolution.

- 2. Findings.** The Board has reviewed Exhibit A as it relates to proposed and potential development the resulting school facilities needs, the cost thereof, and the available source of revenue including the fees provided by this Resolution and based thereon and upon all other information, and written and oral presentation to the Board, hereby makes the following findings;
 - a. The present enrollment of students in all the district's existing facilities, when combined with enrollment from projected development in the District, will exceed the current capacity of the District's facilities;
 - b. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for school facilities and/or the need for reconstruction of school facilities;
 - c. Without the addition of new school facilities and/or reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
 - d. Residential development and commercial or industrial development is projected within the District's boundaries and the enrollment produced thereby will exceed the capacity of the schools of the District. As a result, conditions or overcrowding exist or will exist within the District, which will impair the normal functioning of the District's educational programs;
 - e. The fees proposed in the Report and implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
 - f. The fees proposed in the Report and implemented pursuant to this Resolution will be used for the construction and/or reconstruction of school facilities as identified in the Report;
 - g. The uses of the fees proposed in the Report and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed in that the students who are generated by residential and commercial development will be accommodated by the additional facilities;
 - h. The fees proposed in the Report and implemented pursuant to this Resolution bear a reasonable relationship to the need for school facilities created by the types of development projects on which the fees are imposed in that

residential and commercial development growth generate additional students who rely on education in the District;

- i. The fees proposed in the Report and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the construction or reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
 - j. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for school facilities caused by development.
 - k. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the District has adopted a construction schedule and/or to reimburse the District for expenditures previously made.
- 3. Fee.** Based upon the foregoing findings, the Board hereby implements fees in the amount of \$4.08 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas and to the amount of \$0.66 per square foot for new commercial or industrial construction except for new retail self-storage in the amount of \$0.08 per square foot. No building permit shall be issued absent payment of said fee.
- 4. Fee Adjustments and Limitations.** The fees shall be subject to the following:
- a. The amount of the District's fee shall be reviewed annually to determine if a fee increase according to the inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.
 - b. The fees adjusted pursuant to this Resolution do not apply during the term of any contract entered into between a subdivider or builder and the District, or any applicable city or county on or before January 1, 1987, that requires the payment of a fee, charge or dedication for the construction of school facilities as a condition to the approval of residential or commercial/industrial development.
 - c. Any development project for which a final map was approved, and construction has commenced on or before September 1, 1986, is subject only to the fee, charge dedication or other form requirement in existence on that date and applicable to the project.
 - d. To the extent that the District is collecting fees pursuant to Chapter 407, statutes of 1998, commonly known as Level 2 fees, on any new residential construction, this fee would not apply.
 - e. The term "development project" as used herein is defined by Government Code Section 65928.

- 5. Additional Mitigation Methods.** The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to Level 2 fees (Government Code Sections 65995, 65995.5 and 65995.7 et. seq.), the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et. seq.), mitigation agreements, and other available funding mechanisms as authorized by Government Code Section 65995. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of the land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
- 6. Implementation.** For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
- 7. California Environmental Quality Act.** The Board hereby finds the implementation of fees provided by this Resolution is exempt from the California Environmental Quality Act (“CEQA”), pursuant to Education code section 17621(a).
- 8. Commencement Date.** The effective date of this Resolution shall be December 28, 2020, which is at least 60 days following its adoption by the Board.
- 9. Notification of Local Agencies.** The Secretary of the Board is hereby directed to forward copies of this Resolution to the County of San Joaquin and the Galt Joint Union High School District with instructions not to issue any building permit absent a Certificate of Compliance.
- 10. Severability.** If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this resolution.

THE FOREGOING RESOLUTION WAS APPROVED, PASSED AND ADOPTED
at a regular Meeting of the Board of Trustees of Galt Joint Union Elementary School
District on the 28th day of October 2020 by the following vote:

AYE S:

NOES:

ABSTAIN:

ABSENT:

President, Board of Trustees
Galt Joint Union Elementary School District

ATTEST:

Secretary, Board of Trustees
Galt Joint Union Elementary School District



GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

SCHOOL FACILITY NEEDS ANALYSIS

OCTOBER 2020

PREPARED FOR:

**BOARD OF TRUSTEES
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT**

PREPARED BY:

**SCI Consulting Group**

4745 MANGELS BOULEVARD
FAIRFIELD, CALIFORNIA 94534
PHONE 707.430.4300
www.sci-cg.com

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GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Grace Malson, President
John Gordon, Vice President
Matthew Felix, Clerk
Wesley Cagle, Member
Thomas Silva, Member

SUPERINTENDENT

Dr. Karen Schauer

DIRECTOR OF BUSINESS SERVICES

Lois Yount

FACILITY PLANNING CONSULTANT

SCI Consulting Group

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TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
INTRODUCTION	1
SUMMARY OF FINDINGS	2
SUMMARY OF RECOMMENDATIONS	4
DISTRICT PROFILE	5
DISTRICT PROFILE	5
EXISTING SCHOOL BUILDING CAPACITY AND ENROLLMENT	5
PROJECTIONS AND DEMOGRAPHICS	6
PROJECTED DEVELOPMENT	6
STUDENT GENERATION RATES	7
ENROLLMENT FROM NEW HOUSING	8
UNHOUSED ENROLLMENT.....	8
NEW RESIDENTIAL BUILDING AREA.....	9
LEVEL 2 FEE DETERMINATION	10
ALLOWABLE COSTS	10
LEVEL 2 FEE DETERMINATION.....	11
SCHOOL SITES, FACILITIES, AND LOCAL FUNDING SURPLUSES	13
SURPLUS SCHOOL SITES.....	13
SURPLUS SCHOOL FACILITIES	13
SURPLUS LOCAL FUNDS.....	13
LEVEL 2 & 3 FEE ELIGIBILITY	16
LEVEL 2 AND 3 FEES	16
LEVEL 3 FEE DETERMINATION.....	18
NEXUS FINDINGS	19
APPENDICES	21
APPENDIX A – LEVEL 1 DEVELOPER FEES JUSTIFICATION REPORT.....	22
APPENDIX B – REQUIREMENTS FOR ADOPTION OF NEEDS ANALYSIS	28
APPENDIX C – EXISTING SCHOOL BUILDING CAPACITY DETERMINATION	29
APPENDIX D – BONDING CAPACITY CALCULATION.....	30

LIST OF FIGURES

FIGURE 1 – EXISTING SCHOOL BUILDING CAPACITY AND ENROLLMENT (2019-20).....	5
FIGURE 2 – RESIDENTIAL DEVELOPMENT PROJECT LIST, CITY OF GALT.....	6
FIGURE 3 – FIVE-YEAR PROJECTED RESIDENTIAL DEVELOPMENT	7
FIGURE 4 – STUDENT GENERATION RATES FOR NEW HOUSING.....	7
FIGURE 5 – ENROLLMENT GENERATED FROM NEW HOUSING.....	8
FIGURE 6 – NEW RESIDENTIAL SQUARE FOOTAGE	9
FIGURE 7 – ALLOWABLE COSTS FOR CONSTRUCTION AND GENERAL SITE DEVELOPMENT	10
FIGURE 8 – LEVEL 2 FEE DETERMINATION	12
FIGURE 9 – LEVEL 3 FEE DETERMINATION	18

EXECUTIVE SUMMARY

INTRODUCTION

This School Facility Needs Analysis (“Needs Analysis”) was prepared pursuant to the requirements of Senate Bill 50, Chapter 407; Statutes 1998, (hereinafter “Chapter 407/98” or “SB 50”), which became effective on November 4, 1998, after voters in California supported Proposition 1A. The purpose of this Needs Analysis is to evaluate the need for and the amount of developer fees allowed for new residential construction, pursuant to Chapter 407/98 for the Galt Joint Union Elementary School District (“District”).

Chapter 407/98 authorizes qualifying school districts to levy three different levels of developer fees. These three levels of fees are from Government Code Sections 65995, 65995.5, and 65995.7. Developer fees levied pursuant to Government Code Section 65995 are typically called “Statutory fees,” “Stirling fees,” or “Level 1 fees,” and the current maximum Stirling fee amounts for K-12 facilities are \$4.08 per square foot of residential construction and \$0.66 per square foot of commercial/industrial construction. These amounts are adjusted every two years in an amount equal to the statewide cost index for Class B construction, as determined by the State Allocation Board (“SAB”) at its January meeting. The District shares the K-12 commercial / industrial fee with the Galt Joint Union High School District. The District currently collect 60 percent or \$0.396 per square foot of new commercial area constructed within the District.

Chapter 407/98 established two new sections, Section 65995.5 and 65995.7, that allow school districts to impose higher fees on residential construction if certain conditions are met by the school district. Government Code Section 65995.5 provides for an alternative fee (hereinafter the “Level 2 fee”) that may provide approximately 50 percent of the cost of school construction and site costs (using statewide average costs).

Government Code Section 65995.7 provides for developer fees that would be approximately twice the amounts authorized for Level 2 fees. This “Level 3 fee” may be levied by school districts if State funding becomes unavailable from the State Allocation Board. In essence, Section 65995.7 allows a district to double the Level 2 fee effectively. However, if the district later receives any State funding, any amounts collected in excess of Level 2 or 3 fees would have to be reimbursed to the developers from whom it was collected.

In order to impose such fees, this Needs Analysis must make the following determinations:

- Determine if the District has been approved as eligible by the State Allocation Board (“SAB”) for new construction grant funds under the School Facility Program (“SFP”); and
- Determine if the District has satisfied two of the four requirements set forth in Government Code Section 65995.5(b)(3); and
- Determine the District’s maximum allowable Level 2 fee and Level 3 fees as authorized by Government Code Sections 65995.5 and 65995.7, respectively.

In addition to making these determinations, this Needs Analysis must establish that a reasonable relationship or “nexus” exists between new development that occurs within the District and the need for additional school facilities as a result of new development. More specifically, this Needs Analysis will present findings in order to meet the procedural requirements of the Mitigation Fee Act, also known as AB 1600, which are as follows:

1. Identify the purpose of the fee;
2. Identify the use to which the fee is to be put;
3. Determine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed;
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed;
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

SUMMARY OF FINDINGS

1. School capacity pursuant to SB 50 is calculated on a teaching station basis whereby all permanent classrooms are counted. Portable classrooms are also counted, but only up to the amount that equals 25 percent of the number of permanent classrooms. Using this measure of school capacity, the District’s State Capacity in FY 2019-20 is 3,549 K-8 students.
2. The District has an enrollment, as of October 2019, of 3,800 K-8 students. Therefore, the District’s enrollment does not currently exceed existing school capacity. However, the current excess capacity is not enough to house the

new students generated by new development, and new school facilities will be required for enrollments generated by the new residential development.

3. Based on a study of historical residential construction and the City of Galt's current development plan for new homes, approximately 200 new single-family homes and 17 multifamily units forecast to be constructed within the District over the next five years.
4. A student generation rate analysis of newly constructed residential units finds that each new single-family home generates an average of 0.448 K-8 students, and each new multifamily home generates an average of 0.616 K-8 students.
5. Over the next five years, 202 additional students are projected from the 200 new residential homes and 17 multifamily units.
6. Based on an average new single-family residential home size of 2,295 square feet and a multifamily residential unit size of 850 square feet, the total projected new residential area is 473,000 square feet.
7. The current allowable costs for new school construction pursuant to SB 50 are \$12,451 per elementary student and \$13,169 per middle school student.
8. In addition to new school construction costs, SB 50 states that 50 percent of site acquisition, site development costs, and offsite development can be included. The allowable site acquisition and site development costs per student for the District are \$2,098 per elementary student and \$6,880 per middle school student.
9. The total allowable costs per student for Level 2 fees are \$13,703 per elementary student and \$14,696 per middle school student.
10. Using these cost factors and the projected number of new homes, the maximum amount chargeable to residential development for the Level 2 fee is \$3.33. Of this total amount, \$1,205,048 is attributable to new elementary school facilities, and \$373,675 is attributable to new middle school facilities.
11. The District owns the "Jeffery T. Jennings" site for a future elementary school. The District has no other "surplus" school sites, surplus facilities, or other local funding for capital improvements that can be used to offset the cost of facilities needed for students from unmitigated, new residential development subject to the Level 2 fee.

12. Based on costs allowable by Government Code § 65995, this Needs Analysis determines that the maximum amount chargeable to residential development as an alternative “Level 2” fee is \$3.33 per square foot of unmitigated new residential area. Additionally, in the event that new construction state funding becomes unavailable, the District is authorized to charge a Level 3 fee in the amount of \$6.67 per square foot of new, unmitigated residential area.
13. The District is eligible for new construction funding under the School Facility Program (“SFP”) and satisfies three of the four statutory requirements necessary to levy Level 2 fees pursuant to Government Code Section 65995.5(b)(3).

SUMMARY OF RECOMMENDATIONS

1. The District should levy an alternative school facility fee (“Level 2 fee”) at the rate of \$3.33 per square foot for all new residential development, with the exception of any residential development that is paying mitigation through a developer mitigation agreement, Mello-Roos special tax or other special tax.
2. The Level 2 fee should be adopted and implemented pursuant to Government Code Section 65995.5 and as generally summarized in Appendix B to this Needs Analysis.
3. It is important to keep in mind that the projections and related facility needs presented in this Needs Analysis are based on a State formula for the general purpose of legally justifying the need for and amount of the Level 2 fee. SCI Consulting Group recommends that the District rely on more comprehensive and detailed demographic analysis and facility plans for long-term facility planning.

DISTRICT PROFILE

DISTRICT PROFILE

The Galt Joint Union Elementary School District encompasses the City of Galt and surrounding areas in Sacramento County. According to the October 2019 CBEDS, the District currently serves 3,800 K-8 students in regular education programs. The District currently operates five elementary schools and one middle school: Valley Oaks Elementary, River Oaks Elementary, Marengo Ranch Elementary, Lake Canyon Elementary, Vernon E. Greer Elementary, and Robert L. McCaffrey Middle School.

In reading the enclosed information, the reader should be reminded that the information presented in the Needs Analysis is relevant to the 2019-20 school year and does not reflect any changes that may occur in the 2019-20 school year.

EXISTING SCHOOL BUILDING CAPACITY AND ENROLLMENT

Pursuant to SB 50, existing school building capacity is determined by a teaching station methodology whereby each permanent teaching station is counted and loaded at the rate of 25 students per classroom in grades K-6 and 27 students per classroom in grades 7-8. Pursuant to Education Code Section 17071.30(b), the maximum number of portable classrooms included within the capacity calculation shall not exceed 25 percent of the number of permanent classrooms.

Figure 1 presents an analysis of current enrollment in comparison to allowable state capacity. By this measure, the District's capacities exceed enrollment by 251 K-12 students.

FIGURE 1 – EXISTING SCHOOL BUILDING CAPACITY AND ENROLLMENT (2019-20)

	SB50 State Capacity	Oct-19 Enrollment	Excess Capacity
Elementary School (K-6)	2,624	2,729	(105)
Middle School (7-8)	1,176	820	356
Total K - 8	3,800	3,549	251

(Appendix C provides the existing school building capacity calculation for the District.)

PROJECTIONS AND DEMOGRAPHICS

PROJECTED DEVELOPMENT

Figure 2 below outlines the approved and proposed residential building projects registered with the City of Galt Planning Department through September 2020. As indicated, these projects represent nearly 3,500 new residential units currently under construction, approved, or in the application process. However, only a small percentage of the units will be subject to the District's level 2 developer fee.

FIGURE 2 – RESIDENTIAL DEVELOPMENT PROJECT LIST, CITY OF GALT

	Total Units ¹	Permits Issued	Remaining Units	General Status
Single Family Residential				
Fairway Oaks ²	173	0	173	Tentative Map
Greenwood Cottages ²	226	0	226	Tentative Map
Summerfield at Twin Cities Rd.	221	0	221	Tentative Map
Simmerhorn Ranch	429	0	429	Tentative Map
Caterina Estates	67	0	67	Application
Morali Estates	50	0	50	Final Map
Ceder Flats Estates	112	0	112	Tentative Map
Parlin Oaks ²	144	0	144	Tentative Map
Cardoso I Subdivision	69	0	69	Final Map
Cardoso II Subdivision	87	0	87	Tentative Map
Veranda @ River Oaks ²	60	17	43	Under Construction
First Street Parcel Map	3	0	3	Final Map
Eastview Specific Plan ³	1,494	0	1,494	Tentative Map
TOTAL SINGLE-FAMILY	3,135	17	3,118	
Multi Family Residential				
Eastview Specific Plan ³	241	0	241	Tentative Map
A Street Crossing	9	0	9	Tentative Map
Parlin Oaks ²	80	0	80	Final Map
Second Street Apartments	8	0	8	Final Map
TOTAL MULTI-FAMILY	338	0	338	
GRAND TOTAL	3,473	17	3,456	

Source: City of Galt Planning Department. Development project list as of September 2020

Notes:

¹ List excludes senior living projects. Excludes Dry Creek Oaks.

² Residential development projects within Community Facilities District No. 1 which are not subject to the alternate Level 2 developer fee.

³ Of the 1,685 projected units within the Eastview Specific Plan, 1,383 units planned are not subject to the District's alternate Level 2 developer fee.

The figure below lists the 5-year projected residential development within the District. Based on historical development, current building projects, and figures provided by the City of Galt Planning Department, this Needs Analysis projects 200 single-family homes (“SFR”) and 17 multifamily residential units (“MFR”) will be constructed within the next five years.

FIGURE 3 – FIVE-YEAR PROJECTED RESIDENTIAL DEVELOPMENT

Housing Type	Total Projected Housing Units
Single Family Residential ("SFR")	200
Multi-Family Residential ("MFR")	17
Total Projected Residential Units	217

STUDENT GENERATION RATES

Student generation rates, otherwise known as “yield factors,” are the average number of students that are generated by each new housing unit. Student generation rates for new housing units were determined by SCI Consulting Group. The student generation rate analysis found that new single-family homes generate an average of 0.448 K-8 students, while multifamily residential units generate an average of 0.616 K-8 students.

FIGURE 4 – STUDENT GENERATION RATES FOR NEW HOUSING

Housing Type	K-6	7 - 8	K - 8
New Single Family Residential	0.343	0.105	0.448
New Multi-Family Residential	0.438	0.179	0.616

ENROLLMENT FROM NEW HOUSING

The figure below lists the number of students projected by grade level from the forecasted new homes. If 217 new housing units are constructed as projected, and each new SFR and MFR is expected to yield 0.448 and 0.616 students respectively, then the District enrollments will increase by approximately 101 students.

FIGURE 5 – ENROLLMENT GENERATED FROM NEW HOUSING

Period	Projected Homes		Students Generated		
	SFR	MFR	K-6	6-8	K-8
5-Years	200	17	76	25	101

UNHOUSED ENROLLMENT

As shown in Figure 1, no excess capacity exists at the elementary school level. Thus, all elementary school students generated by new development are considered unhoused. However, existing capacity exceeds middle school enrollment by 356 students. The District will experience middle school enrollment growth beyond the five-year period of this Needs Analysis. Therefore, the excess middle school capacity will be needed to house students generated from residential units constructed over the next five (5) years and residential units constructed beyond the five-year period of this Needs Analysis. Therefore, the excess middle school capacity shown in Figure 1 must be allocated between the projected residential development shown in Figure 4 and residential units to be constructed beyond the next five (5) years.

According to the City's 2030 General Plan and information obtained from the California Department of Finance, the District can expect an additional 5,636 single-family and 3,096 multifamily units at buildout of the General Plan. These figures include residential units for the next five (5) years and residential units to be constructed beyond the next five (5) years. Allocating the excess middle school capacity identified in Figure 1 between the residential units to be constructed over the next five (5) years and residential units to be constructed beyond the next five (5) years based on the number of students in each group of residential units is expected to generate results in 8 middle school student capacity to be allocated over the next five (5) years. Therefore, only 17 middle school students of the 25

students generated by new development over the next five (5) years are considered unhoused.

NEW RESIDENTIAL BUILDING AREA

SCI Consulting Group conducted an analysis of building permits issued within the City of Galt over the past five years. This analysis indicates that single-family homes were developed at an average of 2,295 square feet and multifamily units at an average of 850 square feet. Using these findings, Figure 6 projects 473,450 square feet of new residential area will be developed over the next five years.

FIGURE 6 – NEW RESIDENTIAL SQUARE FOOTAGE

	SFR	MFR	TOTAL
Average Dwelling Size (Sq. Ft.)	2,295	850	2,182
Total Units (5 years)	200	17	217
Total Residential Square Footage	459,000	14,450	473,450

LEVEL 2 FEE DETERMINATION

Education Code Section 17072.10 establishes allowable cost factors for school construction that are used to determine the appropriate Level 2 fee for new residential development. These cost factors were developed on a per-student basis and are based on approximately 50 percent of statewide school construction costs. It should be noted, however, that the actual cost of school construction may be significantly higher than the cost factors indicate. Any shortfall in funding from the State school construction bond program (funded by Proposition 47) and the Level 2 fee will need to be addressed by local school districts.

ALLOWABLE COSTS

As of January 22, 2020, the allowable cost factors for new school construction for 2020 are \$13,703 per elementary student and \$14,696 per middle school student. These allowable cost factors include the base per-pupil grant pursuant to Education Code § 17072.10, the auto alarm/detection grant, the sprinkler grant required by Education Code § 17074.56(a)), labor compliance program grant pursuant to Labor Code § 1771.7(e) and the general site development grant pursuant to SAB Regulation 1859.76 for each grade level. These allowable costs are summarized in the figure below.

FIGURE 7 – ALLOWABLE COSTS FOR CONSTRUCTION AND GENERAL SITE DEVELOPMENT

Allowable Grants	K-6	7-8
Per Pupil Base Grants ¹	\$12,451	\$13,169
Automatic Fire Detection/Alarm System Grants ¹	\$15	\$20
Automatic Sprinkler System Grants ¹	\$209	\$248
General Site Development Grant ¹	\$1,028	\$1,259
Total Per Pupil Grants	\$13,703	\$14,696

Source: State Allocation Board

Notes:

¹ Approved January 22, 2020 by the State Allocation Board to become effective January 1, 2020.

In addition, the District can include 50 percent of the cost of site acquisition, offsite improvements, and site development. Land acquisition costs within the District are assumed to be \$283,900 per acre. Arguments for higher or lower land costs can be made; however, the amount presented is appropriate and conservative for the purpose of this Needs Analysis. Land acquisition costs also included an additional 4 percent for appraisal, survey, and escrow costs as allowed by SAB Regulation 1859.74(a)(2).

The District owns one school site, the “Jeffery T. Jennings” site, for a future elementary school. However, according to the District 2015 Facilities Master Plan, the next elementary school will likely be located within the Eastview Specific Plan. For purposes of this Needs Analysis, no land acquisition costs are assumed for the next elementary school since the surplus value of Jeffrey T. Jennings site would offset the land acquisition cost of the Eastview Specific Plan site.

Site development costs are based on the actual site development cost for new elementary schools built in nearby Elk Grove. Site development costs include service site development, offsite development, and utility costs.

As further detailed in Figure 8 on the following page, the site acquisition and development costs equate to \$2,098 per elementary student and \$6,880 per middle school student. This brings the bringing total SB50 new school construction costs per student to \$15,801 per elementary student and \$21,576 per middle school student.

LEVEL 2 FEE DETERMINATION

The determination of allowable costs and Level 2 fees is presented in Figure 9 on the following page. This table calculates a *composite* single-family/multifamily fee based on aggregate SB50 new school facility construction costs. This fee is the amount that is justified and should be established for new residential construction. As shown, the District can justify a Level 2 single family/multifamily fee in the amount of \$3.33 per square foot of new residential area.

FIGURE 8 – LEVEL 2 FEE DETERMINATION

	Grade Level		Total
	K - 6	7 - 8	
Unhoused Enrollment From New Development	76	17	93
New School Size	650	900	
Schools Needed	0.12	0.02	
Allowable Site Acreage ¹	9.0	20.8	
Total Acreage Required	1.08	0.42	1.5
Land Acquisition Cost per Acre ²	\$0	\$292,400	
Site Development Cost per Acre ³	\$303,000	\$303,000	
Total Site Acquisition/Development Cost/Acre	\$303,000	\$595,400	
Allowable Site Acq./Devel. Costs/Acre ⁴	\$151,500	\$297,700	
Allowable School Construction Cost per Student	\$13,703	\$14,696	
Allowable Site Acq./Devel. Cost per Student ⁶	\$2,098	\$6,880	
School Facilities Cost	\$1,041,428	\$249,832	\$1,291,260
Site Acquisition and Development Cost	\$163,620	\$123,843	\$287,463
Total Allowable SB50 Costs	\$1,205,048	\$373,675	\$1,578,723
Total New Residential Area (Sq. Ft.)			473,450
Alternative ("Level 2") Fee per Square Foot			\$3.33

Notes:

¹ Based on the 1998 edition of "School Site Analysis and Development" published by the CDE pursuant to Govt. Code § 65995.5(h).

² There are no land acquisition costs for K-5 facilities because the District currently owns the site for its next school. Land costs include an additional 4% for appraisal, survey and escrow costs per SAB Regulation 1859.74(a)(2).

³ Estimated cost per acre for site development, utilities and public infrastructure improvements is based on actual costs of new elementary schools built in nearby Elk Grove.

⁴ Pursuant to SB50, 50% of total site acquisition and development costs are allowable in calculating Level 2 fees.

⁵ The unhoused pupil grant is the sum of the base grant, the auto/detection grant, the fire sprinkler grant and the general site development grant as adjusted by the State Allocation Board on January 22, 2020.

⁶ The allowable SB50 site acquisition and development costs calculated per student utilizing new school size and acreage required per campus.

SCHOOL SITES, FACILITIES, AND LOCAL FUNDING SURPLUSES

This section evaluates and considers surplus school sites, surplus facilities, and other local funding for capital improvements that can be used to offset the cost of facilities needed for students from new residential development. More specifically, pursuant to Government Code Section 65995.6(b), the District must “identify and consider (a) any surplus property owned by the school district that can be used as a school site or that is available for sale to finance school facilities, (b) the extent to which projected enrollment growth can be accommodated at existing surplus school facilities, and (c) local sources of revenue that are available or dedicated to finance the construction or reconstruction of school facilities needed to accommodate any growth in enrollments attributable to new residential development.”

SURPLUS SCHOOL SITES

The District owns one elementary school site, the “Jeffery T. Jennings” site, for a future elementary school. However, according to the District 2015 Facilities Master Plan, the next elementary school will likely be located within the Eastview Specific Plan and the Liberty Ranch Development. For purposes of this Needs Analysis, no land acquisition cost is assumed for the next elementary school since the surplus value of Jeffrey T. Jennings site would offset the land acquisition cost of the Eastview Specific Plan site.

The District owns no other school sites for future schools.

SURPLUS SCHOOL FACILITIES

The District has no existing surplus school facilities to accommodate projected enrollment growth from new development.

SURPLUS LOCAL FUNDS

The following is an evaluation of other local funding sources that might be available or could be dedicated to financing the construction or reconstruction of school facilities needed to accommodate enrollment growth attributable to new residential development.

MELLO-ROOS COMMUNITY FACILITIES DISTRICTS

The District, under the Galt Schools Joint Powers Authority, currently has Mello-Roos Community Facilities Districts (“CFDs”). Properties included in these CFDs are levied special taxes for new school construction. These special taxes must be used exclusively to provide additional school facilities for enrollments generated by homes in the CFD. Therefore, these revenues are not available to offset the cost of facilities required for students generated by development subject to the Level 2 fee.

GENERAL OBLIGATION BONDS

The District passed a \$19,700,000 General Obligation Bond on November 8, 2016, and issued a series in 2019 for \$9,300,000.

CERTIFICATES OF PARTICIPATION

Special Tax Certificates of Participation Bonds (“COPs”) were authorized and issued by the District under a Joint Powers Agreement in 1992 for Mello-Roos District CFD No. 1. The bond proceeds were used to construct school facilities required for enrollments generated by new development within CFD No. 1. Therefore, there are no COP proceeds available to offset the Level 2 fee.

GENERAL FUND REVENUE

The District’s general funds are needed by the District to provide for the operation of its instructional program. There are no unencumbered funds at the District that could be used to construct new facilities or reconstruct existing facilities.

LOTTERY REVENUE

Government Code Section 8880.5(m) states that “all funds from the California State Lottery Education Fund shall be used exclusively for the education of pupils and students and no funds shall be spent for acquisition of real property, construction of facilities, financing research, or any other non-instructional purpose.”

COMMERCIAL / INDUSTRIAL STATUTORY FEES

Commercial and industrial statutory fees levied pursuant to Government Code Section 65995 continue to be justified for the District. These fees offset only a portion of the cost of new school facilities and will continue to be needed to provide additional school facilities for enrollments generated by employees from new commercial and industrial businesses.

OTHER LOCAL FUNDING SOURCES

Any other local funding sources that may become available will be required to provide additional school capacity for current unhoused enrollments.

LEVEL 2 & 3 FEE ELIGIBILITY

LEVEL 2 AND 3 FEES

This section frames the District’s eligibility to continue to levy alternative school facility fees (“Level 2 fees”), in terms of the statutory requirements pursuant to Government Code Sections 65995.5(1) and 65995.5(3). In general, the District must make a “timely” application to the State Facilities Program and satisfy a certain number of statutory requirements in order to levy Level 2 fees. The specific requirements and findings for both fees are discussed below.

THE SCHOOL DISTRICT MUST MAKE A TIMELY APPLICATION FOR STATE FUNDING FOR NEW CONSTRUCTION UNDER THE STATE FACILITIES PROGRAM.

This statutory requirement has been met for the District. The District is eligible to receive new construction funding under the School Facilities Program. On January 29, 1999, the District submitted eligibility documents to the State to participate in the State Facilities Program. SAB forms 50-01, 50-02, and 50-03 were approved by the State Allocation Board on April 28, 1999. As of March 4, 2014, the District is eligible for new construction funding for 1,356 students for grades K-6.

UNTIL JANUARY 1, 2000, SATISFY ONE OF THE FOLLOWING CONDITIONS AND, ON OR AFTER JANUARY 1, 2000, MEETING TWO OF THE FOLLOWING CONDITIONS:

1. Attempt to pass a local bond at least once within the past four years and get the approval of 50 percent plus one of the voters.

This statutory condition has been met by the District. The District’s \$19.7 million general obligation bond measure (Measure K) was approved by the voters on November 8, 2019.

2. Have at least 30 percent of K-6 enrollment on year-round multi-track education, or at least 40 percent of public school students in grades K-12 are on multi-track year-round education schedules within the high school attendance area for which the district is applying for funding.

This statutory condition has not been met by the District. The District does not provide a multi-track year-round education at any school.

3. Have issued debt or incurred obligations for capital outlay in an amount equivalent to 15 percent of the District's local bonding capacity (30 percent if post-November 1998 landowner-approved Mello-Roos special taxes are included).

This statutory condition has been met by the District. The Galt Joint Powers Authority's current debt level for capital outlay is 48.50% of the District's bonding capacity and thus is greater than 15 percent required.

4. At least 20 percent of the teaching stations in the District are relocatable classrooms.

This statutory condition has been met for the District. The District's total classroom inventory is 49.6 percent of relocatable classrooms.

The District has made a timely application for state funding, has passed a local bond within the past four years, has over 20 percent of teaching stations in relocatable classrooms, and has bond indebtedness greater than 15 percent of the District's total local bonding capacity. Therefore, the District meets three of the four statutory prerequisites for levying Level 2 fees.

LEVEL 3 FEE DETERMINATION

If State school construction funding becomes unavailable due to a lack of State school construction bonds, the District would be eligible to levy fees pursuant to Government Code Section 65995.7 at twice the currently justified amount for Level 2 fees. The amounts of these Level 3 fees for residential construction would be as shown below.

It should be noted that if the District levies a Level 3 fee and later receives any State funding, any amounts collected in excess of the Level 3 fee would have to be refunded to the property owners from whom it was collected. If such reimbursement were to occur, the District could deduct from the reimbursable amount its expenditures for interim housing for students from new residential development.

FIGURE 9 – LEVEL 3 FEE DETERMINATION

Cost and Fee Categories	Amount
Allowable Cost per Elementary Student	\$31,601
Allowable Cost per Middle School Student	\$43,152
Alternate Level 3 Fee per Square Foot	\$6.67

NEXUS FINDINGS

This section frames the results of the Needs Analysis in terms of the nexus requirements pursuant to AB 1600, which is codified in California Government Code § 66000¹. In general, it must be demonstrated that a reasonable relationship or “nexus” exists between new development that occurs within the District and the need for additional school facilities as a result of new residential development. The specific nexus requirements and findings for the fee are discussed below.

IDENTIFY THE PURPOSE OF FEE

The purpose of the fee is to provide funding for the construction and reconstruction of school facilities for new students generated by residential development.

IDENTIFY THE USE OF FEE

As outlined in the Needs Analysis, the general purpose of the fee is to fund the construction of additional school facilities as outlined in the Needs Analysis. The District may need to purchase or lease portable classrooms to use for interim housing while permanent facilities are being constructed.

Revenue from fees collected for residential development may be used to pay for any of the following:

- Construction or reconstruction of school facilities;
- Acquisition or leasing of land for school facilities;
- Design of school facilities;
- Permit and plan checking fees;
- Testing and inspection of school sites and buildings;
- Furniture for use in new school facilities;
- Purchased or leased interim school facilities;
- Legal and administrative costs associated with providing school facilities to students generated by new development;
- Administration of the justification and collection of developer fees;
- Other miscellaneous costs resulting from student enrollment growth caused by new development.

¹ Otherwise known as the Mitigation Fee Act.

DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE FEE'S USE AND THE TYPE OF DEVELOPMENT PROJECT ON WHICH THE FEE IS IMPOSED

New residential development will cause families to move into the District and will, consequently, generate additional students in the District. As previously discussed, adequate school facilities do not exist for all these students. New residential development, therefore, creates a need for additional school facilities. The fee's use (acquiring new facilities) is therefore reasonably related to the type of project (new residential development) upon which it is imposed.

DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE NEED FOR PUBLIC FACILITIES AND THE TYPE OF DEVELOPMENT ON WHICH THE FEE IS IMPOSED

As previously discussed in this Needs Analysis, the District has insufficient permanent capacity to house all additional students projected to enroll in the District. New residential development, therefore, will generate "unhoused students" and, consequently, create a need for additional school facilities.

DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE AMOUNT OF FEE AND THE COST OF THE PUBLIC FACILITY ATTRIBUTABLE TO THE DEVELOPMENT ON WHICH THE FEE IS IMPOSED

The relationship between the amount of the Level 2 fee and the cost of the school facilities attributable to new residential development is detailed in Figure 9. As shown, the cost of school facilities attributable to each square foot of new residential housing units is \$3.33 per square foot.

APPENDICES

Appendix A – Level 1 Developer Fees Justification Report

Appendix B – Requirements for Adoption of Needs Analysis

Appendix C – Existing School Building Capacity Determination

Appendix D – Bonding Capacity Calculation

APPENDIX A – LEVEL 1 DEVELOPER FEES JUSTIFICATION REPORT

In order to establish or increase Level 1 developer fees, the District is required to develop a justification report that demonstrates the nexus between the imposed fee and the need for public facilities created by new development. If the cost of providing adequate school facilities for new housing units is greater than the amount collected by the maximum Statutory residential developer fee, then the District may levy the fees or a lower justified amount. The current maximum State authorized K-12 fees are \$4.08 per square foot of residential area and \$0.66 per square foot of commercial/industrial area. These statutory maximum amounts or “Level 1” fees were increased by the State Allocation Board in January 2020.

RESIDENTIAL DEVELOPER FEE JUSTIFICATION

The estimated construction costs for adequate K-8 facilities are based on two times the new construction per-pupil grant amount in the State School Facilities Program as of January 22, 2020, plus site acquisition and development costs. Although the per-pupil grant amounts are intended to reflect half the cost of school construction or reconstruction, this estimate should be viewed as a very conservative estimate because projects funded at 100 percent of the state allowance often experience shortfalls between state funding and the District’s actual facilities costs.

The Needs Analysis finds that the average cost of adequate school facilities per new housing unit is \$15,308, which is two times the Level 2 fee multiplied by the average square foot per new housing unit. Given the projected average square footage of new housing units is 2,295 square feet, the District’s 60 percent share of the maximum developer fee of \$4.08 per square foot is \$5,618, which will mitigate only 36.7 percent of the impact of new residential development on school facilities. Therefore, the Level 1 residential developer fee is justified at the maximum rate for the District.

COMMERCIAL / INDUSTRIAL FEE JUSTIFICATION

As commercial or industrial properties develop, new jobs are created. Many of the people hired into these new jobs move into the community, thereby increasing the need for additional school facilities to serve their children. Consequently, commercial or industrial development affects the District.

SCI Consulting Group gathered data from the State of California Employment Development Department, the California Department of Finance, U.S. Census Bureau, the Sacramento Area Council of Governments (“SACOG”), and the City of Galt. This data indicated that there was a total of 10,200 workers in the City of Galt’s 8,177 housing units². This data provides a ratio of 1.25 workers per housing unit. Data from the U.S. Census found that approximately 19.8 percent of working-age residents work within the boundaries of the District.

Additionally, AB 530, adopted in 1990, allows for the use of employee generation figures from a report produced by the San Diego Association of Governments (“SANDAG”). The SANDAG study determined the average number of employees per square foot of commercial and industrial business space. The employee generation factors are summarized in the following table. The SANDAG study shows that, on average, there are 2.65 employees for every 1,000 square feet of commercial or industrial building area.

EMPLOYEES PER SQUARE FOOT OF COMMERCIAL/INDUSTRIAL FLOOR AREA

Type of Business	Square Feet Per Employee	Employees per 1000 Square Feet
Banks	354	2.83
Commercial Offices	226	4.43
Community Shopping Centers	652	1.53
Corporate Offices	372	2.68
Industrial Business Parks	284	3.52
Industrial Parks	668	1.50
Lodging	883	1.13
Medical Offices	217	4.61
Neighborhood Shopping Centers	360	2.78
Retail Self-Storage	15,541	0.06
Research & Development	329	3.04
Overall Average	377	2.65

² Current population and total housing stock figures are estimates as of January 1, 2020. The total employment figure, provided by the California Employment Development Department, is preliminary as of August 2020.

Using the SANDAG study average of 2.65 employees per 1,000 square feet of new commercial or industrial space, assuming that 19.8 percent of these employees reside in the City of Galt, and an average of 1.25 employees live in each home, then an average of 0.42 homes per 1,000 square feet of commercial/industrial space will be needed for each new employee. In other words, 2,375 square feet of new commercial/industrial space would, on average, create the need for one additional home in the City of Galt for new employees of that business.

Therefore, the total cost of K-8 school facilities needed per 2,295 square feet of commercial or industrial space is the same as the total school facilities cost per home of \$15,308. However, the District maximum residential fee provides an average of \$7,642 per new housing unit ($\$3.33 \times 2,295$ square feet), so the unfunded cost of school facilities is \$7,642 per housing unit. Therefore, the average unfunded impact of commercial and industrial development on school facilities is \$3.22 per square foot. In comparison, the District's 60 percent share of the maximum commercial / industrial fee of \$0.66 per square foot covers only 12.3 percent of this unfunded impact.

This analysis is provided in the figure on the following page for each type of land use. As shown, the commercial/industrial fee is justified at the maximum rate of \$0.66 per square foot in every case except for the "retail self-storage" category. Therefore, the maximum commercial/industrial fee of \$0.66 per square foot is justified for all new commercial / industrial construction except for new "retail self-storage" construction, which is justified at the rate of \$0.08 per square foot.

In addition to the following justification, a percentage of employees for a new business will move into existing housing in the community. Given that employees typically have more children than the families or people they replace in existing housing, commercial/industrial development also creates enrollment growth in the existing housing stock. The commercial/industrial fee is also justified to offset this impact.

This commercial/industrial fee is shared with the Galt Joint Union High School District ("GJUHS"). If the GJUHS imposed the maximum K-12 fee of \$0.66 for commercial/industrial development, the District's share shall be 60 percent or \$0.396 per square foot. If the high school district imposes an amount lower than the maximum fee, the District may collect an amount equal to 60 percent of the maximum fee plus the difference between the GJUHS fee and the amount of \$0.66 per square foot.

IMPACT OF COMMERCIAL/INDUSTRIAL DEVELOPMENT

Type of Business	Employees per 1000 Square Feet ¹	Square Footage Creating Need for One New Home ²	Unfunded Impact per Home ³	Unfunded Impact per Square Feet ⁴
Banks	2.83	2,224	\$7,654	\$3.44
Commercial Offices	4.43	1,421	\$7,654	\$5.39
Community Shopping Centers	1.53	4,113	\$7,654	\$1.86
Corporate Offices	2.68	2,348	\$7,654	\$3.26
Industrial Business Parks	3.52	1,788	\$7,654	\$4.28
Industrial Parks	1.50	4,196	\$7,654	\$1.82
Lodging	1.13	5,570	\$7,654	\$1.37
Medical Offices	4.61	1,365	\$7,654	\$5.61
Neighborhood Shopping Centers	2.78	2,264	\$7,654	\$3.38
Retail Self-Storage	0.06	97,810	\$7,654	\$0.08
Research & Development	3.04	2,070	\$7,654	\$3.70
Overall Average	2.65	2,375	\$7,654	\$3.22

Notes:

¹ Employee generation factors from SANDAG Study.

² This is the square feet of commercial or industrial building area that generates the need for one new home in the District. Calculated: 1,000 SF * employees per home / (generation factor per 1,000 SF * 0.198 employees to live in the District)

³ Unfunded impact equals total impact per single-family home of \$15,308 less the District's average residential developer fee of \$3.22 per square foot * average home size of 2,295 square feet.

⁴ Unfunded impact per square foot equals unfunded impact per home divided by square feet of commercial/industrial building area, which creates the need for one new home in the District.

NEXUS FINDINGS

This section frames the results of the Level 1 Fees Justification Report in terms of the nexus requirements pursuant to AB 1600, which is codified in California Government Code § 66000.³ In general, it must be demonstrated that a reasonable relationship or “nexus” exists between new development that occurs within the District and the need for additional school facilities as a result of new development. The specific nexus requirements and findings for the fees are discussed below and on the following page.

³ Otherwise known as the Mitigation Fee Act.

IDENTIFY THE PURPOSE OF FEES

The purpose of the fees is to provide funding for the construction and reconstruction of school facilities for new students generated by residential, commercial, and industrial development.

IDENTIFY THE USE OF FEES

The general purpose of the fees is to fund the construction of additional school facilities, as outlined in this Report. The District may need to purchase or lease portable classrooms to use for interim housing while permanent facilities are being constructed.

Revenue from residential, commercial, and industrial development fees may be used to pay for any of the following:

- Construction or reconstruction of school facilities;
- Acquisition or leasing of land for school facilities;
- Design of school facilities;
- Permit and plan checking fees;
- Testing and inspection of school sites and buildings;
- Furniture for use in new school facilities,
- Purchased or leased interim school facilities;
- Legal and administrative costs associated with providing school facilities to students generated by new development;
- Administration of the justification and collection of developer fees;
- Other miscellaneous costs resulting from student enrollment growth caused by new development.

DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE FEE'S USE AND THE TYPE OF DEVELOPMENT PROJECT ON WHICH THE FEES ARE IMPOSED

New residential development will cause families to move into the District and will, consequently, generate additional students in the District. As previously discussed, adequate school facilities do not exist for all these students. New residential development, therefore, creates a need for additional school facilities. Therefore, the fee's use (acquiring new facilities) is reasonably related to the type of project (new residential development) upon which it is imposed.

Additionally, new commercial/industrial development will generate new workers to move into the District. Because some of these workers will have school-age children, commercial and industrial development will also generate new students

in the District. As previously mentioned, adequate school facilities do not exist for all of these students. New commercial / industrial development, therefore, creates a need for additional school facilities.

DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE NEED FOR PUBLIC FACILITIES AND THE TYPE OF DEVELOPMENT ON WHICH THE FEES ARE IMPOSED

As discussed in this Report, the District's school facilities are inadequate in that there is a need for additional school facilities. Both existing residents and residents from new development should share in these costs. Therefore, the need for adequate school facilities is reasonably related to the new residential, commercial, and industrial development projects upon which it is imposed.

The District has insufficient permanent capacity to house all additional students projected to enroll in the District. New commercial and industrial development will generate new workers to move into the District. Because some of these workers will have school-age children, commercial and industrial development will also generate new students in the District. Since adequate school facilities do not exist for all of these students, new commercial / industrial development, therefore, creates a need for additional school facilities.

DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE AMOUNT OF FEE AND THE COST OF THE PUBLIC FACILITY ATTRIBUTABLE TO THE DEVELOPMENT ON WHICH THE FEE IS IMPOSED

As outlined in this Report, the cost of school facilities attributable to each new residential housing unit is \$15,308. The District's 60 percent share of the new statutory residential developer fee of \$4.08 per square foot only provides \$5,618 for each new residential unit, mitigating only a small percentage of the impact from new residential construction. Therefore, the residential Level 1 fee is justified at the maximum rate.

The Report also demonstrated that the school facilities costs attributable to commercial and industrial development are \$3.22 per square foot. The new statutory commercial/industrial developer fee of \$0.66 per square foot of new commercial space only mitigates a small percentage of the impact from new commercial and industrial development. Therefore, the Level 1 commercial / industrial fee is justified at the maximum rate except for new "retail self-storage" construction, which is justified at the rate of \$0.08 per square foot.

APPENDIX B – REQUIREMENTS FOR ADOPTION OF NEEDS ANALYSIS

To levy Alternate (“Level 2”) fees, a school district must perform the following tasks:

1. Prepare a Needs Analysis as described by Government Code Section 65995.5.
2. The final Needs Analysis must be made available for public review for a period of at least 30 days.
3. Publish notice of hearing for the Needs Analysis and fee increase in a newspaper of general circulation at least 30 days prior to the hearing.
4. Mail a copy of the Needs Analysis 30 days prior to hearing to any party that has submitted a written request for such copies at least 45 days prior to the hearing.
5. Notify and provide a copy of the Needs Analysis to the local planning and land use agencies at least 45 days prior to the hearing as required by Government Code Section 65232.2.
6. The Governing Board must respond to any written comments received on the Needs Analysis.
7. Conduct a public hearing after the 30-day review period.
8. Pass a resolution adopting the Needs Analysis and Level 2 or Level 3 fee, as applicable.
9. The fees take effect immediately upon adoption and are effective for a period of one year. Level 1 fees take effect 60 days after adoption by the Board.
10. Annually update Needs Analysis.

APPENDIX C – EXISTING SCHOOL BUILDING CAPACITY DETERMINATION

EXISTING SCHOOL BUILDING CAPACITY

	Grade Levels	Permanent Classrooms	Total Portable T. Stations	Maximum 25% Port. T. Stations ¹	Total Teaching Stations	Total Capacity ²
Fairsite	PreK - K	11	14	3	14	350
Greer Elementary	K-6	8	27	2	10	250
Lake Canyon	K-6	27	0	0	27	675
Marengo Ranch	K-6	12	26	3	15	375
River Oaks	TK-6	12	21	3	15	375
Valley Oaks	K-6	17	19	4	21	525
Elementary School Total		87	107	15	102	2,550
Robert L. McCaffrey	7-8	34	12	9	43	1,161
Middle School Total		34	12	9	43	1,161
Classroom Capacity		121	119	24	145	3,711
SER Adjustment - Elementary School						74
SER Adjustment - Middle School						15
Existing School Building Capacity						3,800

Notes:

¹ Pursuant to SB50, portable classrooms are included in school capacity calculations for SB50 fees at a rate of 25% times the number of permanent classrooms at the school site.

² Capacity is equal to the counted number of total teaching stations times 25 students per station for grades K-6 and 27 students per station for grades 7-12.

APPENDIX D – BONDING CAPACITY CALCULATION

Galt JUESD Bonded Indebtness Calculation

Assessed Value Calculation

District Assessed Value (July 2019)	\$2,993,275,868
Maximum Bonding Percentage	1.25%
District Maximum Bonding Capacity	\$37,415,948

Outstanding Debt Obligation ¹

ESD, 2016 G.O. Bond, Series 2017	\$9,600,000
Other Outstanding G.O. Bonds	\$6,692,098
Jt. Powers Bond 2008 (60%)	\$1,854,000
Total Debt Obligation	\$18,146,098
Percentage of Bonding Capacity	48.50%

Notes:

¹ Remaining principal amount only.

² A CFD Special Tax was approved by the landowners in 1990 with the District receiving a 60% share of the Special Tax.

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Board Meeting Agenda Item Information

Meeting Date: October 28, 2020	Agenda Item: 202.127 Board Consideration of Approval of Resolution No. 5 Approving Alternative Level 1 Developer Fees on New Residential, Commercial, and Industrial Construction within the Galt Joint Union Elementary School District.
Presenter: Lois Yount	Action Item: XX Information Item: Public Hearing:

The District currently shares K-12 developer fees with the Galt Joint Union High School District, with the Galt Joint Union Elementary School District collecting 60 percent, or \$2.214 per square foot of residential area and \$0.366 per square foot of new commercial area. These developer fees are subject to a biennial inflationary adjustment equal to the change in the statewide cost index for Class B construction. In January 2020, the State Allocation Board (“SAB”) adjusted the statutory limit on “Level 1” K-12 developer fees from \$3.69 to \$4.08 per square foot of residential construction and \$0.61 to \$0.66 per square foot of commercial/industrial construction.

The Level 1 Developer Fees Justification Report (“Report”), which is Exhibit A of the School Facility Needs Analysis, provides the justification for the District to levy the maximum K-12 Level 1 developer fees (“Fees”) on new residential, commercial and industrial construction within the District. The District’s 60 percent share of the new Level 1 developer fee would be \$2.448 per square foot for a new residential area and \$0.396 per square foot of a new commercial area. However, as justified by the District’s School Facility Needs Analysis, the District is also eligible to levy an alternative Level 2 of \$3.33 per square foot on a new residential area with 100 percent of the proceeds used to fund K-8 school facilities.

To adopt the Level 1 Fee Justification Report and impose the statutory maximum Level 1 fees, the District must conduct a public hearing and adopt Resolution No. 5, adopting the Report and the Level 1 fees. The Level 1 fees will become effective 60 days after adoption and are effective for two years.

We recommend Board approval of Resolution No. 5 approving Level 1 developer fees on new residential, commercial, and industrial construction within the Galt Joint Union Elementary School District (“District”).

Attachment: Resolution No. 5

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

Resolution No. 5

A Resolution of the Board of Trustees of the Galt Joint Union Elementary School District Adopting Level 1 Developer Fees

WHEREAS, under the provisions of Education Code Section 17620 et. seq. and Government Code Section 65995 et seq., a school district's governing board may establish fees to offset the cost of school facilities made necessary by construction following the making of certain findings by the governing board;

WHEREAS, Government Code section 65995 limits the fee authorized to \$4.08 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.66 per square foot against commercial and industrial construction described in Government Code Section 65995(b)(2) subject to adjustments for inflation determined by the State Allocation Board pursuant to Government Code Section 65995(b)(3);

WHEREAS, the purpose of this Resolution is to approve and adopt fees pursuant to Government Code Section 65995, et. seq. in the amount of \$4.08 per square foot of residential construction; and;

WHEREAS, the purpose of this Resolution is to approve and adopt fees pursuant to Government Code Section 65995 et. seq. on commercial and industrial development projects in the amount of \$0.66 per square foot except for retail self-storage construction which is approved and adopted at \$0.08 per square foot.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Trustees of the Galt Joint Union Elementary School District as follows:

- 1. Procedure.** The Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled October 28, 2020 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Sections 66004, 66018, and 6062, (a) and in a notice, including a statement that the data required by Government Code sections 66004 and 66018 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant

to the Resolution and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received the Level 1 Developer Fees Justification Report (Appendix A of the School Facility Needs Analysis, October 2020) herein referred to as (“Report”) and attached as Exhibit A, which formed the basis for the action taken pursuant to this Resolution.

- 2. Findings.** The Board has reviewed Exhibit A as it relates to proposed and potential development the resulting school facilities needs, the cost thereof, and the available source of revenue including the fees provided by this Resolution and based thereon and upon all other information, and written and oral presentation to the Board, hereby makes the following findings;
 - a. The present enrollment of students in all the district's existing facilities, when combined with enrollment from projected development in the District, will exceed the current capacity of the District's facilities;
 - b. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for school facilities and/or the need for reconstruction of school facilities;
 - c. Without the addition of new school facilities and/or reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
 - d. Residential development and commercial or industrial development is projected within the District's boundaries and the enrollment produced thereby will exceed the capacity of the schools of the District. As a result, conditions or overcrowding exist or will exist within the District, which will impair the normal functioning of the District's educational programs;
 - e. The fees proposed in the Report and implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
 - f. The fees proposed in the Report and implemented pursuant to this Resolution will be used for the construction and/or reconstruction of school facilities as identified in the Report;
 - g. The uses of the fees proposed in the Report and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed in that the students who are generated by residential and commercial development will be accommodated by the additional facilities;
 - h. The fees proposed in the Report and implemented pursuant to this Resolution bear a reasonable relationship to the need for school facilities created by the types of development projects on which the fees are imposed in that

residential and commercial development growth generate additional students who rely on education in the District;

- i. The fees proposed in the Report and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the construction or reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
 - j. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for school facilities caused by development.
 - k. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the District has adopted a construction schedule and/or to reimburse the District for expenditures previously made.
- 3. Fee.** Based upon the foregoing findings, the Board hereby implements fees in the amount of \$4.08 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas and to the amount of \$0.66 per square foot for new commercial or industrial construction except for new retail self-storage in the amount of \$0.08 per square foot. No building permit shall be issued absent payment of said fee.
- 4. Fee Adjustments and Limitations.** The fees shall be subject to the following:
- a. The amount of the District's fee shall be reviewed annually to determine if a fee increase according to the inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.
 - b. The fees adjusted pursuant to this Resolution do not apply during the term of any contract entered into between a subdivider or builder and the District, or any applicable city or county on or before January 1, 1987, that requires the payment of a fee, charge or dedication for the construction of school facilities as a condition to the approval of residential or commercial/industrial development.
 - c. Any development project for which a final map was approved, and construction has commenced on or before September 1, 1986, is subject only to the fee, charge dedication or other form requirement in existence on that date and applicable to the project.
 - d. To the extent that the District is collecting fees pursuant to Chapter 407, statutes of 1998, commonly known as Level 2 fees, on any new residential construction, this fee would not apply.
 - e. The term "development project" as used herein is defined by Government Code Section 65928.

- 5. Additional Mitigation Methods.** The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to Level 2 fees (Government Code Sections 65995, 65995.5 and 65995.7 et. seq.), the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et. seq.), mitigation agreements, and other available funding mechanisms as authorized by Government Code Section 65995. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of the land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
- 6. Implementation.** For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
- 7. California Environmental Quality Act.** The Board hereby finds the implementation of fees provided by this Resolution is exempt from the California Environmental Quality Act ("CEQA"), pursuant to Education code section 17621(a).
- 8. Commencement Date.** The effective date of this Resolution shall be December 28, 2020, which is at least 60 days following its adoption by the Board.
- 9. Notification of Local Agencies.** The Secretary of the Board is hereby directed to forward copies of this Resolution to the County of San Joaquin and the Galt Joint Union High School District with instructions not to issue any building permit absent a Certificate of Compliance.
- 10. Severability.** If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this resolution.

THE FOREGOING RESOLUTION WAS APPROVED, PASSED AND ADOPTED
at a regular Meeting of the Board of Trustees of Galt Joint Union Elementary School
District on the 28th day of October 2020 by the following vote:

AYE S:

NOES:

ABSTAIN:

ABSENT:

President, Board of Trustees
Galt Joint Union Elementary School District

ATTEST:

Secretary, Board of Trustees
Galt Joint Union Elementary School District



Board Meeting Agenda Item Information

Meeting Date: October 28, 2020	Agenda Item: 202.128 Public Hearing of Resolution 6 Approving an Alternative Level 2 Fee on New Residential Construction for the Galt Joint Union Elementary School District.
Presenter: Lois Yount	Action Item: Information Item: Public Hearing: XX

According to Government Code § 65995.5, the District may levy an alternative fee (“Level 2 fee) to the District’s Level 1 fee if certain requirements are met. The School Facility Needs Analysis (“Needs Analysis”), prepared by SCI Consulting Group, is required annually to establish the need for and level of the Level 2 Fee. The District has been made eligible for new construction funding under the School Facility Program and satisfies three of the four statutory requirements necessary to levy Level 2. Furthermore, the Needs Analysis has determined that District is justified in imposing a district-wide Level 2 fee at the K-8 rate of \$3.33 per square foot for new residential development.

To adopt the School Facility Needs Analysis and impose the Level 2 fees justified in the Needs Analysis, the District must conduct a public hearing and adopt Resolution No. 6, adopting the Needs Analysis and the Level 2 fee.

We recommend the Board adopt the attached Resolution No. 6 approving an alternative Level 2 fee on new residential construction for the Galt Joint Union Elementary School District.

The Level 2 fee takes effect immediately upon adoption and is effective for one year.

- Attachments:
1. Resolution No. 6
 2. School Facility Needs Analysis, October 2020

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

Resolution No. 6

Resolution of the Board of Trustees
Approving the Galt Joint Elementary School District's
School Facilities Needs Analysis, Adopting Residential School Facilities Fees in
Compliance with Government Code Sections 65995.5 and 65995.6,
and Making Related Findings and Determinations

RESOLVED by the Board of Trustees (the "Board") of the Galt Joint Union Elementary School District (the "District"), County of Sacramento, State of California, that:

WHEREAS, this Board has had a School Facility Needs Analysis ("Needs Analysis") prepared as outlined in Section 65995 of the California Government Code; and

WHEREAS, said Need Analysis outlines the shortfall in revenues without levying fees as authorized in Sections 65995.5 and 65995.6 of the Government Code.

WHEREAS, the purpose of this Resolution is to approve and adopt fees pursuant to Government Code Section 65995.5 and 65995.6 on residential development projects in the amount of \$3.33 per square foot.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Board hereby receives and approves the School Facility Needs Analysis, October 2020 as prepared by SCI Consulting Group.
2. Based upon said Needs Analysis, the Board makes the following findings.
 - a.) The purpose of the fees is to provide adequate school facilities for the students of the District who will be generated by residential development in the District.
 - b.) The fees are to be used to finance the construction and reconstruction of school facilities for new students generated by residential development.
 - c.) There is a reasonable relationship between the need for the fees, the use of the fees, and the development projects on which the fees are imposed.
 - d.) There is a reasonable relationship between the amount of the fees and the cost of the facilities attributable to the development projects on which the fees are imposed.
3. The Board hereby finds and determines the necessity to levy the fees authorized in Sections 65995.5 and 65995.6 of the Government Code in the amount of \$3.33 per square foot of new residential development.
4. The imposition of the fees shall take effect immediately.

5. The Superintendent or designee shall notify the City of Galt and the County of Sacramento having jurisdiction over territory within the District and request that no building permits be issued on or after this date without certification from the District that the fees specified herein have been paid.
6. The Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled October 28, 2020 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, was published in a newspaper in accordance with Sections 65995.5 and 65995.6 of the California Government Code and at least 30 days prior to the meeting. A copy of said Needs Analysis was mailed to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees within the period specified by law. Additionally, at least 30 days prior to the meeting the District made available to the public the final Needs Analysis for review.
7. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this resolution.

APPROVED, PASSED AND ADOPTED this 28th day of October 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President, Board of Trustees
Galt Joint Union Elementary School District

ATTEST:

Secretary, Board of Trustees
Galt Joint Union Elementary School District



GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

SCHOOL FACILITY NEEDS ANALYSIS

OCTOBER 2020

PREPARED FOR:

**BOARD OF TRUSTEES
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT**

PREPARED BY:

**SCI Consulting Group**

4745 MANGELS BOULEVARD
FAIRFIELD, CALIFORNIA 94534
PHONE 707.430.4300
www.sci-cg.com

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GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Grace Malson, President
John Gordon, Vice President
Matthew Felix, Clerk
Wesley Cagle, Member
Thomas Silva, Member

SUPERINTENDENT

Dr. Karen Schauer

DIRECTOR OF BUSINESS SERVICES

Lois Yount

FACILITY PLANNING CONSULTANT

SCI Consulting Group

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TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
INTRODUCTION	1
SUMMARY OF FINDINGS	2
SUMMARY OF RECOMMENDATIONS	4
DISTRICT PROFILE	5
DISTRICT PROFILE	5
EXISTING SCHOOL BUILDING CAPACITY AND ENROLLMENT	5
PROJECTIONS AND DEMOGRAPHICS	6
PROJECTED DEVELOPMENT	6
STUDENT GENERATION RATES	7
ENROLLMENT FROM NEW HOUSING	8
UNHOUSED ENROLLMENT.....	8
NEW RESIDENTIAL BUILDING AREA.....	9
LEVEL 2 FEE DETERMINATION	10
ALLOWABLE COSTS	10
LEVEL 2 FEE DETERMINATION.....	11
SCHOOL SITES, FACILITIES, AND LOCAL FUNDING SURPLUSES	13
SURPLUS SCHOOL SITES.....	13
SURPLUS SCHOOL FACILITIES	13
SURPLUS LOCAL FUNDS.....	13
LEVEL 2 & 3 FEE ELIGIBILITY	16
LEVEL 2 AND 3 FEES	16
LEVEL 3 FEE DETERMINATION.....	18
NEXUS FINDINGS	19
APPENDICES	21
APPENDIX A – LEVEL 1 DEVELOPER FEES JUSTIFICATION REPORT.....	22
APPENDIX B – REQUIREMENTS FOR ADOPTION OF NEEDS ANALYSIS	28
APPENDIX C – EXISTING SCHOOL BUILDING CAPACITY DETERMINATION	29
APPENDIX D – BONDING CAPACITY CALCULATION.....	30

LIST OF FIGURES

FIGURE 1 – EXISTING SCHOOL BUILDING CAPACITY AND ENROLLMENT (2019-20).....	5
FIGURE 2 – RESIDENTIAL DEVELOPMENT PROJECT LIST, CITY OF GALT.....	6
FIGURE 3 – FIVE-YEAR PROJECTED RESIDENTIAL DEVELOPMENT	7
FIGURE 4 – STUDENT GENERATION RATES FOR NEW HOUSING.....	7
FIGURE 5 – ENROLLMENT GENERATED FROM NEW HOUSING.....	8
FIGURE 6 – NEW RESIDENTIAL SQUARE FOOTAGE	9
FIGURE 7 – ALLOWABLE COSTS FOR CONSTRUCTION AND GENERAL SITE DEVELOPMENT	10
FIGURE 8 – LEVEL 2 FEE DETERMINATION	12
FIGURE 9 – LEVEL 3 FEE DETERMINATION	18

EXECUTIVE SUMMARY

INTRODUCTION

This School Facility Needs Analysis (“Needs Analysis”) was prepared pursuant to the requirements of Senate Bill 50, Chapter 407; Statutes 1998, (hereinafter “Chapter 407/98” or “SB 50”), which became effective on November 4, 1998, after voters in California supported Proposition 1A. The purpose of this Needs Analysis is to evaluate the need for and the amount of developer fees allowed for new residential construction, pursuant to Chapter 407/98 for the Galt Joint Union Elementary School District (“District”).

Chapter 407/98 authorizes qualifying school districts to levy three different levels of developer fees. These three levels of fees are from Government Code Sections 65995, 65995.5, and 65995.7. Developer fees levied pursuant to Government Code Section 65995 are typically called “Statutory fees,” “Stirling fees,” or “Level 1 fees,” and the current maximum Stirling fee amounts for K-12 facilities are \$4.08 per square foot of residential construction and \$0.66 per square foot of commercial/industrial construction. These amounts are adjusted every two years in an amount equal to the statewide cost index for Class B construction, as determined by the State Allocation Board (“SAB”) at its January meeting. The District shares the K-12 commercial / industrial fee with the Galt Joint Union High School District. The District currently collect 60 percent or \$0.396 per square foot of new commercial area constructed within the District.

Chapter 407/98 established two new sections, Section 65995.5 and 65995.7, that allow school districts to impose higher fees on residential construction if certain conditions are met by the school district. Government Code Section 65995.5 provides for an alternative fee (hereinafter the “Level 2 fee”) that may provide approximately 50 percent of the cost of school construction and site costs (using statewide average costs).

Government Code Section 65995.7 provides for developer fees that would be approximately twice the amounts authorized for Level 2 fees. This “Level 3 fee” may be levied by school districts if State funding becomes unavailable from the State Allocation Board. In essence, Section 65995.7 allows a district to double the Level 2 fee effectively. However, if the district later receives any State funding, any amounts collected in excess of Level 2 or 3 fees would have to be reimbursed to the developers from whom it was collected.

In order to impose such fees, this Needs Analysis must make the following determinations:

- Determine if the District has been approved as eligible by the State Allocation Board (“SAB”) for new construction grant funds under the School Facility Program (“SFP”); and
- Determine if the District has satisfied two of the four requirements set forth in Government Code Section 65995.5(b)(3); and
- Determine the District’s maximum allowable Level 2 fee and Level 3 fees as authorized by Government Code Sections 65995.5 and 65995.7, respectively.

In addition to making these determinations, this Needs Analysis must establish that a reasonable relationship or “nexus” exists between new development that occurs within the District and the need for additional school facilities as a result of new development. More specifically, this Needs Analysis will present findings in order to meet the procedural requirements of the Mitigation Fee Act, also known as AB 1600, which are as follows:

1. Identify the purpose of the fee;
2. Identify the use to which the fee is to be put;
3. Determine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed;
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed;
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

SUMMARY OF FINDINGS

1. School capacity pursuant to SB 50 is calculated on a teaching station basis whereby all permanent classrooms are counted. Portable classrooms are also counted, but only up to the amount that equals 25 percent of the number of permanent classrooms. Using this measure of school capacity, the District’s State Capacity in FY 2019-20 is 3,549 K-8 students.
2. The District has an enrollment, as of October 2019, of 3,800 K-8 students. Therefore, the District’s enrollment does not currently exceed existing school capacity. However, the current excess capacity is not enough to house the

new students generated by new development, and new school facilities will be required for enrollments generated by the new residential development.

3. Based on a study of historical residential construction and the City of Galt's current development plan for new homes, approximately 200 new single-family homes and 17 multifamily units forecast to be constructed within the District over the next five years.
4. A student generation rate analysis of newly constructed residential units finds that each new single-family home generates an average of 0.448 K-8 students, and each new multifamily home generates an average of 0.616 K-8 students.
5. Over the next five years, 202 additional students are projected from the 200 new residential homes and 17 multifamily units.
6. Based on an average new single-family residential home size of 2,295 square feet and a multifamily residential unit size of 850 square feet, the total projected new residential area is 473,000 square feet.
7. The current allowable costs for new school construction pursuant to SB 50 are \$12,451 per elementary student and \$13,169 per middle school student.
8. In addition to new school construction costs, SB 50 states that 50 percent of site acquisition, site development costs, and offsite development can be included. The allowable site acquisition and site development costs per student for the District are \$2,098 per elementary student and \$6,880 per middle school student.
9. The total allowable costs per student for Level 2 fees are \$13,703 per elementary student and \$14,696 per middle school student.
10. Using these cost factors and the projected number of new homes, the maximum amount chargeable to residential development for the Level 2 fee is \$3.33. Of this total amount, \$1,205,048 is attributable to new elementary school facilities, and \$373,675 is attributable to new middle school facilities.
11. The District owns the "Jeffery T. Jennings" site for a future elementary school. The District has no other "surplus" school sites, surplus facilities, or other local funding for capital improvements that can be used to offset the cost of facilities needed for students from unmitigated, new residential development subject to the Level 2 fee.

12. Based on costs allowable by Government Code § 65995, this Needs Analysis determines that the maximum amount chargeable to residential development as an alternative “Level 2” fee is \$3.33 per square foot of unmitigated new residential area. Additionally, in the event that new construction state funding becomes unavailable, the District is authorized to charge a Level 3 fee in the amount of \$6.67 per square foot of new, unmitigated residential area.
13. The District is eligible for new construction funding under the School Facility Program (“SFP”) and satisfies three of the four statutory requirements necessary to levy Level 2 fees pursuant to Government Code Section 65995.5(b)(3).

SUMMARY OF RECOMMENDATIONS

1. The District should levy an alternative school facility fee (“Level 2 fee”) at the rate of \$3.33 per square foot for all new residential development, with the exception of any residential development that is paying mitigation through a developer mitigation agreement, Mello-Roos special tax or other special tax.
2. The Level 2 fee should be adopted and implemented pursuant to Government Code Section 65995.5 and as generally summarized in Appendix B to this Needs Analysis.
3. It is important to keep in mind that the projections and related facility needs presented in this Needs Analysis are based on a State formula for the general purpose of legally justifying the need for and amount of the Level 2 fee. SCI Consulting Group recommends that the District rely on more comprehensive and detailed demographic analysis and facility plans for long-term facility planning.

DISTRICT PROFILE

DISTRICT PROFILE

The Galt Joint Union Elementary School District encompasses the City of Galt and surrounding areas in Sacramento County. According to the October 2019 CBEDS, the District currently serves 3,800 K-8 students in regular education programs. The District currently operates five elementary schools and one middle school: Valley Oaks Elementary, River Oaks Elementary, Marengo Ranch Elementary, Lake Canyon Elementary, Vernon E. Greer Elementary, and Robert L. McCaffrey Middle School.

In reading the enclosed information, the reader should be reminded that the information presented in the Needs Analysis is relevant to the 2019-20 school year and does not reflect any changes that may occur in the 2019-20 school year.

EXISTING SCHOOL BUILDING CAPACITY AND ENROLLMENT

Pursuant to SB 50, existing school building capacity is determined by a teaching station methodology whereby each permanent teaching station is counted and loaded at the rate of 25 students per classroom in grades K-6 and 27 students per classroom in grades 7-8. Pursuant to Education Code Section 17071.30(b), the maximum number of portable classrooms included within the capacity calculation shall not exceed 25 percent of the number of permanent classrooms.

Figure 1 presents an analysis of current enrollment in comparison to allowable state capacity. By this measure, the District's capacities exceed enrollment by 251 K-12 students.

FIGURE 1 – EXISTING SCHOOL BUILDING CAPACITY AND ENROLLMENT (2019-20)

	SB50 State Capacity	Oct-19 Enrollment	Excess Capacity
Elementary School (K-6)	2,624	2,729	(105)
Middle School (7-8)	1,176	820	356
Total K - 8	3,800	3,549	251

(Appendix C provides the existing school building capacity calculation for the District.)

PROJECTIONS AND DEMOGRAPHICS

PROJECTED DEVELOPMENT

Figure 2 below outlines the approved and proposed residential building projects registered with the City of Galt Planning Department through September 2020. As indicated, these projects represent nearly 3,500 new residential units currently under construction, approved, or in the application process. However, only a small percentage of the units will be subject to the District's level 2 developer fee.

FIGURE 2 – RESIDENTIAL DEVELOPMENT PROJECT LIST, CITY OF GALT

	Total Units ¹	Permits Issued	Remaining Units	General Status
Single Family Residential				
Fairway Oaks ²	173	0	173	Tentative Map
Greenwood Cottages ²	226	0	226	Tentative Map
Summerfield at Twin Cities Rd.	221	0	221	Tentative Map
Simmerhorn Ranch	429	0	429	Tentative Map
Caterina Estates	67	0	67	Application
Morali Estates	50	0	50	Final Map
Ceder Flats Estates	112	0	112	Tentative Map
Parlin Oaks ²	144	0	144	Tentative Map
Cardoso I Subdivision	69	0	69	Final Map
Cardoso II Subdivision	87	0	87	Tentative Map
Veranda @ River Oaks ²	60	17	43	Under Construction
First Street Parcel Map	3	0	3	Final Map
Eastview Specific Plan ³	1,494	0	1,494	Tentative Map
TOTAL SINGLE-FAMILY	3,135	17	3,118	
Multi Family Residential				
Eastview Specific Plan ³	241	0	241	Tentative Map
A Street Crossing	9	0	9	Tentative Map
Parlin Oaks ²	80	0	80	Final Map
Second Street Apartments	8	0	8	Final Map
TOTAL MULTI-FAMILY	338	0	338	
GRAND TOTAL	3,473	17	3,456	

Source: City of Galt Planning Department. Development project list as of September 2020

Notes:

¹ List excludes senior living projects. Excludes Dry Creek Oaks.

² Residential development projects within Community Facilities District No. 1 which are not subject to the alternate Level 2 developer fee.

³ Of the 1,685 projected units within the Eastview Specific Plan, 1,383 units planned are not subject to the District's alternate Level 2 developer fee.

The figure below lists the 5-year projected residential development within the District. Based on historical development, current building projects, and figures provided by the City of Galt Planning Department, this Needs Analysis projects 200 single-family homes (“SFR”) and 17 multifamily residential units (“MFR”) will be constructed within the next five years.

FIGURE 3 – FIVE-YEAR PROJECTED RESIDENTIAL DEVELOPMENT

Housing Type	Total Projected Housing Units
Single Family Residential ("SFR")	200
Multi-Family Residential ("MFR")	17
Total Projected Residential Units	217

STUDENT GENERATION RATES

Student generation rates, otherwise known as “yield factors,” are the average number of students that are generated by each new housing unit. Student generation rates for new housing units were determined by SCI Consulting Group. The student generation rate analysis found that new single-family homes generate an average of 0.448 K-8 students, while multifamily residential units generate an average of 0.616 K-8 students.

FIGURE 4 – STUDENT GENERATION RATES FOR NEW HOUSING

Housing Type	K-6	7 - 8	K - 8
New Single Family Residential	0.343	0.105	0.448
New Multi-Family Residential	0.438	0.179	0.616

ENROLLMENT FROM NEW HOUSING

The figure below lists the number of students projected by grade level from the forecasted new homes. If 217 new housing units are constructed as projected, and each new SFR and MFR is expected to yield 0.448 and 0.616 students respectively, then the District enrollments will increase by approximately 101 students.

FIGURE 5 – ENROLLMENT GENERATED FROM NEW HOUSING

Period	Projected Homes		Students Generated		
	SFR	MFR	K-6	6-8	K-8
5-Years	200	17	76	25	101

UNHOUSED ENROLLMENT

As shown in Figure 1, no excess capacity exists at the elementary school level. Thus, all elementary school students generated by new development are considered unhoused. However, existing capacity exceeds middle school enrollment by 356 students. The District will experience middle school enrollment growth beyond the five-year period of this Needs Analysis. Therefore, the excess middle school capacity will be needed to house students generated from residential units constructed over the next five (5) years and residential units constructed beyond the five-year period of this Needs Analysis. Therefore, the excess middle school capacity shown in Figure 1 must be allocated between the projected residential development shown in Figure 4 and residential units to be constructed beyond the next five (5) years.

According to the City's 2030 General Plan and information obtained from the California Department of Finance, the District can expect an additional 5,636 single-family and 3,096 multifamily units at buildout of the General Plan. These figures include residential units for the next five (5) years and residential units to be constructed beyond the next five (5) years. Allocating the excess middle school capacity identified in Figure 1 between the residential units to be constructed over the next five (5) years and residential units to be constructed beyond the next five (5) years based on the number of students in each group of residential units is expected to generate results in 8 middle school student capacity to be allocated over the next five (5) years. Therefore, only 17 middle school students of the 25

students generated by new development over the next five (5) years are considered unhoused.

NEW RESIDENTIAL BUILDING AREA

SCI Consulting Group conducted an analysis of building permits issued within the City of Galt over the past five years. This analysis indicates that single-family homes were developed at an average of 2,295 square feet and multifamily units at an average of 850 square feet. Using these findings, Figure 6 projects 473,450 square feet of new residential area will be developed over the next five years.

FIGURE 6 – NEW RESIDENTIAL SQUARE FOOTAGE

	SFR	MFR	TOTAL
Average Dwelling Size (Sq. Ft.)	2,295	850	2,182
Total Units (5 years)	200	17	217
Total Residential Square Footage	459,000	14,450	473,450

LEVEL 2 FEE DETERMINATION

Education Code Section 17072.10 establishes allowable cost factors for school construction that are used to determine the appropriate Level 2 fee for new residential development. These cost factors were developed on a per-student basis and are based on approximately 50 percent of statewide school construction costs. It should be noted, however, that the actual cost of school construction may be significantly higher than the cost factors indicate. Any shortfall in funding from the State school construction bond program (funded by Proposition 47) and the Level 2 fee will need to be addressed by local school districts.

ALLOWABLE COSTS

As of January 22, 2020, the allowable cost factors for new school construction for 2020 are \$13,703 per elementary student and \$14,696 per middle school student. These allowable cost factors include the base per-pupil grant pursuant to Education Code § 17072.10, the auto alarm/detection grant, the sprinkler grant required by Education Code § 17074.56(a)), labor compliance program grant pursuant to Labor Code § 1771.7(e) and the general site development grant pursuant to SAB Regulation 1859.76 for each grade level. These allowable costs are summarized in the figure below.

FIGURE 7 – ALLOWABLE COSTS FOR CONSTRUCTION AND GENERAL SITE DEVELOPMENT

Allowable Grants	K-6	7-8
Per Pupil Base Grants ¹	\$12,451	\$13,169
Automatic Fire Detection/Alarm System Grants ¹	\$15	\$20
Automatic Sprinkler System Grants ¹	\$209	\$248
General Site Development Grant ¹	\$1,028	\$1,259
Total Per Pupil Grants	\$13,703	\$14,696

Source: State Allocation Board

Notes:

¹ Approved January 22, 2020 by the State Allocation Board to become effective January 1, 2020.

In addition, the District can include 50 percent of the cost of site acquisition, offsite improvements, and site development. Land acquisition costs within the District are assumed to be \$283,900 per acre. Arguments for higher or lower land costs can be made; however, the amount presented is appropriate and conservative for the purpose of this Needs Analysis. Land acquisition costs also included an additional 4 percent for appraisal, survey, and escrow costs as allowed by SAB Regulation 1859.74(a)(2).

The District owns one school site, the “Jeffery T. Jennings” site, for a future elementary school. However, according to the District 2015 Facilities Master Plan, the next elementary school will likely be located within the Eastview Specific Plan. For purposes of this Needs Analysis, no land acquisition costs are assumed for the next elementary school since the surplus value of Jeffrey T. Jennings site would offset the land acquisition cost of the Eastview Specific Plan site.

Site development costs are based on the actual site development cost for new elementary schools built in nearby Elk Grove. Site development costs include service site development, offsite development, and utility costs.

As further detailed in Figure 8 on the following page, the site acquisition and development costs equate to \$2,098 per elementary student and \$6,880 per middle school student. This brings the bringing total SB50 new school construction costs per student to \$15,801 per elementary student and \$21,576 per middle school student.

LEVEL 2 FEE DETERMINATION

The determination of allowable costs and Level 2 fees is presented in Figure 9 on the following page. This table calculates a *composite* single-family/multifamily fee based on aggregate SB50 new school facility construction costs. This fee is the amount that is justified and should be established for new residential construction. As shown, the District can justify a Level 2 single family/multifamily fee in the amount of \$3.33 per square foot of new residential area.

FIGURE 8 – LEVEL 2 FEE DETERMINATION

	Grade Level		Total
	K - 6	7 - 8	
Unhoused Enrollment From New Development	76	17	93
New School Size	650	900	
Schools Needed	0.12	0.02	
Allowable Site Acreage ¹	9.0	20.8	
Total Acreage Required	1.08	0.42	1.5
Land Acquisition Cost per Acre ²	\$0	\$292,400	
Site Development Cost per Acre ³	\$303,000	\$303,000	
Total Site Acquisition/Development Cost/Acre	\$303,000	\$595,400	
Allowable Site Acq./Devel. Costs/Acre ⁴	\$151,500	\$297,700	
Allowable School Construction Cost per Student	\$13,703	\$14,696	
Allowable Site Acq./Devel. Cost per Student ⁶	\$2,098	\$6,880	
School Facilities Cost	\$1,041,428	\$249,832	\$1,291,260
Site Acquisition and Development Cost	\$163,620	\$123,843	\$287,463
Total Allowable SB50 Costs	\$1,205,048	\$373,675	\$1,578,723
Total New Residential Area (Sq. Ft.)			473,450
Alternative ("Level 2") Fee per Square Foot			\$3.33

Notes:

¹ Based on the 1998 edition of "School Site Analysis and Development" published by the CDE pursuant to Govt. Code § 65995.5(h).

² There are no land acquisition costs for K-5 facilities because the District currently owns the site for its next school. Land costs include an additional 4% for appraisal, survey and escrow costs per SAB Regulation 1859.74(a)(2).

³ Estimated cost per acre for site development, utilities and public infrastructure improvements is based on actual costs of new elementary schools built in nearby Elk Grove.

⁴ Pursuant to SB50, 50% of total site acquisition and development costs are allowable in calculating Level 2 fees.

⁵ The unhoused pupil grant is the sum of the base grant, the auto/detection grant, the fire sprinkler grant and the general site development grant as adjusted by the State Allocation Board on January 22, 2020.

⁶ The allowable SB50 site acquisition and development costs calculated per student utilizing new school size and acreage required per campus.

SCHOOL SITES, FACILITIES, AND LOCAL FUNDING SURPLUSES

This section evaluates and considers surplus school sites, surplus facilities, and other local funding for capital improvements that can be used to offset the cost of facilities needed for students from new residential development. More specifically, pursuant to Government Code Section 65995.6(b), the District must “identify and consider (a) any surplus property owned by the school district that can be used as a school site or that is available for sale to finance school facilities, (b) the extent to which projected enrollment growth can be accommodated at existing surplus school facilities, and (c) local sources of revenue that are available or dedicated to finance the construction or reconstruction of school facilities needed to accommodate any growth in enrollments attributable to new residential development.”

SURPLUS SCHOOL SITES

The District owns one elementary school site, the “Jeffery T. Jennings” site, for a future elementary school. However, according to the District 2015 Facilities Master Plan, the next elementary school will likely be located within the Eastview Specific Plan and the Liberty Ranch Development. For purposes of this Needs Analysis, no land acquisition cost is assumed for the next elementary school since the surplus value of Jeffrey T. Jennings site would offset the land acquisition cost of the Eastview Specific Plan site.

The District owns no other school sites for future schools.

SURPLUS SCHOOL FACILITIES

The District has no existing surplus school facilities to accommodate projected enrollment growth from new development.

SURPLUS LOCAL FUNDS

The following is an evaluation of other local funding sources that might be available or could be dedicated to financing the construction or reconstruction of school facilities needed to accommodate enrollment growth attributable to new residential development.

MELLO-ROOS COMMUNITY FACILITIES DISTRICTS

The District, under the Galt Schools Joint Powers Authority, currently has Mello-Roos Community Facilities Districts (“CFDs”). Properties included in these CFDs are levied special taxes for new school construction. These special taxes must be used exclusively to provide additional school facilities for enrollments generated by homes in the CFD. Therefore, these revenues are not available to offset the cost of facilities required for students generated by development subject to the Level 2 fee.

GENERAL OBLIGATION BONDS

The District passed a \$19,700,000 General Obligation Bond on November 8, 2016, and issued a series in 2019 for \$9,300,000.

CERTIFICATES OF PARTICIPATION

Special Tax Certificates of Participation Bonds (“COPs”) were authorized and issued by the District under a Joint Powers Agreement in 1992 for Mello-Roos District CFD No. 1. The bond proceeds were used to construct school facilities required for enrollments generated by new development within CFD No. 1. Therefore, there are no COP proceeds available to offset the Level 2 fee.

GENERAL FUND REVENUE

The District’s general funds are needed by the District to provide for the operation of its instructional program. There are no unencumbered funds at the District that could be used to construct new facilities or reconstruct existing facilities.

LOTTERY REVENUE

Government Code Section 8880.5(m) states that “all funds from the California State Lottery Education Fund shall be used exclusively for the education of pupils and students and no funds shall be spent for acquisition of real property, construction of facilities, financing research, or any other non-instructional purpose.”

COMMERCIAL / INDUSTRIAL STATUTORY FEES

Commercial and industrial statutory fees levied pursuant to Government Code Section 65995 continue to be justified for the District. These fees offset only a portion of the cost of new school facilities and will continue to be needed to provide additional school facilities for enrollments generated by employees from new commercial and industrial businesses.

OTHER LOCAL FUNDING SOURCES

Any other local funding sources that may become available will be required to provide additional school capacity for current unhoused enrollments.

LEVEL 2 & 3 FEE ELIGIBILITY

LEVEL 2 AND 3 FEES

This section frames the District’s eligibility to continue to levy alternative school facility fees (“Level 2 fees”), in terms of the statutory requirements pursuant to Government Code Sections 65995.5(1) and 65995.5(3). In general, the District must make a “timely” application to the State Facilities Program and satisfy a certain number of statutory requirements in order to levy Level 2 fees. The specific requirements and findings for both fees are discussed below.

THE SCHOOL DISTRICT MUST MAKE A TIMELY APPLICATION FOR STATE FUNDING FOR NEW CONSTRUCTION UNDER THE STATE FACILITIES PROGRAM.

This statutory requirement has been met for the District. The District is eligible to receive new construction funding under the School Facilities Program. On January 29, 1999, the District submitted eligibility documents to the State to participate in the State Facilities Program. SAB forms 50-01, 50-02, and 50-03 were approved by the State Allocation Board on April 28, 1999. As of March 4, 2014, the District is eligible for new construction funding for 1,356 students for grades K-6.

UNTIL JANUARY 1, 2000, SATISFY ONE OF THE FOLLOWING CONDITIONS AND, ON OR AFTER JANUARY 1, 2000, MEETING TWO OF THE FOLLOWING CONDITIONS:

1. Attempt to pass a local bond at least once within the past four years and get the approval of 50 percent plus one of the voters.

This statutory condition has been met by the District. The District’s \$19.7 million general obligation bond measure (Measure K) was approved by the voters on November 8, 2019.

2. Have at least 30 percent of K-6 enrollment on year-round multi-track education, or at least 40 percent of public school students in grades K-12 are on multi-track year-round education schedules within the high school attendance area for which the district is applying for funding.

This statutory condition has not been met by the District. The District does not provide a multi-track year-round education at any school.

3. Have issued debt or incurred obligations for capital outlay in an amount equivalent to 15 percent of the District's local bonding capacity (30 percent if post-November 1998 landowner-approved Mello-Roos special taxes are included).

This statutory condition has been met by the District. The Galt Joint Powers Authority's current debt level for capital outlay is 48.50% of the District's bonding capacity and thus is greater than 15 percent required.

4. At least 20 percent of the teaching stations in the District are relocatable classrooms.

This statutory condition has been met for the District. The District's total classroom inventory is 49.6 percent of relocatable classrooms.

The District has made a timely application for state funding, has passed a local bond within the past four years, has over 20 percent of teaching stations in relocatable classrooms, and has bond indebtedness greater than 15 percent of the District's total local bonding capacity. Therefore, the District meets three of the four statutory prerequisites for levying Level 2 fees.

LEVEL 3 FEE DETERMINATION

If State school construction funding becomes unavailable due to a lack of State school construction bonds, the District would be eligible to levy fees pursuant to Government Code Section 65995.7 at twice the currently justified amount for Level 2 fees. The amounts of these Level 3 fees for residential construction would be as shown below.

It should be noted that if the District levies a Level 3 fee and later receives any State funding, any amounts collected in excess of the Level 3 fee would have to be refunded to the property owners from whom it was collected. If such reimbursement were to occur, the District could deduct from the reimbursable amount its expenditures for interim housing for students from new residential development.

FIGURE 9 – LEVEL 3 FEE DETERMINATION

Cost and Fee Categories	Amount
Allowable Cost per Elementary Student	\$31,601
Allowable Cost per Middle School Student	\$43,152
Alternate Level 3 Fee per Square Foot	\$6.67

NEXUS FINDINGS

This section frames the results of the Needs Analysis in terms of the nexus requirements pursuant to AB 1600, which is codified in California Government Code § 66000¹. In general, it must be demonstrated that a reasonable relationship or “nexus” exists between new development that occurs within the District and the need for additional school facilities as a result of new residential development. The specific nexus requirements and findings for the fee are discussed below.

IDENTIFY THE PURPOSE OF FEE

The purpose of the fee is to provide funding for the construction and reconstruction of school facilities for new students generated by residential development.

IDENTIFY THE USE OF FEE

As outlined in the Needs Analysis, the general purpose of the fee is to fund the construction of additional school facilities as outlined in the Needs Analysis. The District may need to purchase or lease portable classrooms to use for interim housing while permanent facilities are being constructed.

Revenue from fees collected for residential development may be used to pay for any of the following:

- Construction or reconstruction of school facilities;
- Acquisition or leasing of land for school facilities;
- Design of school facilities;
- Permit and plan checking fees;
- Testing and inspection of school sites and buildings;
- Furniture for use in new school facilities;
- Purchased or leased interim school facilities;
- Legal and administrative costs associated with providing school facilities to students generated by new development;
- Administration of the justification and collection of developer fees;
- Other miscellaneous costs resulting from student enrollment growth caused by new development.

¹ Otherwise known as the Mitigation Fee Act.

DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE FEE'S USE AND THE TYPE OF DEVELOPMENT PROJECT ON WHICH THE FEE IS IMPOSED

New residential development will cause families to move into the District and will, consequently, generate additional students in the District. As previously discussed, adequate school facilities do not exist for all these students. New residential development, therefore, creates a need for additional school facilities. The fee's use (acquiring new facilities) is therefore reasonably related to the type of project (new residential development) upon which it is imposed.

DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE NEED FOR PUBLIC FACILITIES AND THE TYPE OF DEVELOPMENT ON WHICH THE FEE IS IMPOSED

As previously discussed in this Needs Analysis, the District has insufficient permanent capacity to house all additional students projected to enroll in the District. New residential development, therefore, will generate "unhoused students" and, consequently, create a need for additional school facilities.

DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE AMOUNT OF FEE AND THE COST OF THE PUBLIC FACILITY ATTRIBUTABLE TO THE DEVELOPMENT ON WHICH THE FEE IS IMPOSED

The relationship between the amount of the Level 2 fee and the cost of the school facilities attributable to new residential development is detailed in Figure 9. As shown, the cost of school facilities attributable to each square foot of new residential housing units is \$3.33 per square foot.

APPENDICES

Appendix A – Level 1 Developer Fees Justification Report

Appendix B – Requirements for Adoption of Needs Analysis

Appendix C – Existing School Building Capacity Determination

Appendix D – Bonding Capacity Calculation

APPENDIX A – LEVEL 1 DEVELOPER FEES JUSTIFICATION REPORT

In order to establish or increase Level 1 developer fees, the District is required to develop a justification report that demonstrates the nexus between the imposed fee and the need for public facilities created by new development. If the cost of providing adequate school facilities for new housing units is greater than the amount collected by the maximum Statutory residential developer fee, then the District may levy the fees or a lower justified amount. The current maximum State authorized K-12 fees are \$4.08 per square foot of residential area and \$0.66 per square foot of commercial/industrial area. These statutory maximum amounts or “Level 1” fees were increased by the State Allocation Board in January 2020.

RESIDENTIAL DEVELOPER FEE JUSTIFICATION

The estimated construction costs for adequate K-8 facilities are based on two times the new construction per-pupil grant amount in the State School Facilities Program as of January 22, 2020, plus site acquisition and development costs. Although the per-pupil grant amounts are intended to reflect half the cost of school construction or reconstruction, this estimate should be viewed as a very conservative estimate because projects funded at 100 percent of the state allowance often experience shortfalls between state funding and the District’s actual facilities costs.

The Needs Analysis finds that the average cost of adequate school facilities per new housing unit is \$15,308, which is two times the Level 2 fee multiplied by the average square foot per new housing unit. Given the projected average square footage of new housing units is 2,295 square feet, the District’s 60 percent share of the maximum developer fee of \$4.08 per square foot is \$5,618, which will mitigate only 36.7 percent of the impact of new residential development on school facilities. Therefore, the Level 1 residential developer fee is justified at the maximum rate for the District.

COMMERCIAL / INDUSTRIAL FEE JUSTIFICATION

As commercial or industrial properties develop, new jobs are created. Many of the people hired into these new jobs move into the community, thereby increasing the need for additional school facilities to serve their children. Consequently, commercial or industrial development affects the District.

SCI Consulting Group gathered data from the State of California Employment Development Department, the California Department of Finance, U.S. Census Bureau, the Sacramento Area Council of Governments (“SACOG”), and the City of Galt. This data indicated that there was a total of 10,200 workers in the City of Galt’s 8,177 housing units². This data provides a ratio of 1.25 workers per housing unit. Data from the U.S. Census found that approximately 19.8 percent of working-age residents work within the boundaries of the District.

Additionally, AB 530, adopted in 1990, allows for the use of employee generation figures from a report produced by the San Diego Association of Governments (“SANDAG”). The SANDAG study determined the average number of employees per square foot of commercial and industrial business space. The employee generation factors are summarized in the following table. The SANDAG study shows that, on average, there are 2.65 employees for every 1,000 square feet of commercial or industrial building area.

EMPLOYEES PER SQUARE FOOT OF COMMERCIAL/INDUSTRIAL FLOOR AREA

Type of Business	Square Feet Per Employee	Employees per 1000 Square Feet
Banks	354	2.83
Commercial Offices	226	4.43
Community Shopping Centers	652	1.53
Corporate Offices	372	2.68
Industrial Business Parks	284	3.52
Industrial Parks	668	1.50
Lodging	883	1.13
Medical Offices	217	4.61
Neighborhood Shopping Centers	360	2.78
Retail Self-Storage	15,541	0.06
Research & Development	329	3.04
Overall Average	377	2.65

² Current population and total housing stock figures are estimates as of January 1, 2020. The total employment figure, provided by the California Employment Development Department, is preliminary as of August 2020.

Using the SANDAG study average of 2.65 employees per 1,000 square feet of new commercial or industrial space, assuming that 19.8 percent of these employees reside in the City of Galt, and an average of 1.25 employees live in each home, then an average of 0.42 homes per 1,000 square feet of commercial/industrial space will be needed for each new employee. In other words, 2,375 square feet of new commercial/industrial space would, on average, create the need for one additional home in the City of Galt for new employees of that business.

Therefore, the total cost of K-8 school facilities needed per 2,295 square feet of commercial or industrial space is the same as the total school facilities cost per home of \$15,308. However, the District maximum residential fee provides an average of \$7,642 per new housing unit ($\$3.33 \times 2,295$ square feet), so the unfunded cost of school facilities is \$7,642 per housing unit. Therefore, the average unfunded impact of commercial and industrial development on school facilities is \$3.22 per square foot. In comparison, the District's 60 percent share of the maximum commercial / industrial fee of \$0.66 per square foot covers only 12.3 percent of this unfunded impact.

This analysis is provided in the figure on the following page for each type of land use. As shown, the commercial/industrial fee is justified at the maximum rate of \$0.66 per square foot in every case except for the "retail self-storage" category. Therefore, the maximum commercial/industrial fee of \$0.66 per square foot is justified for all new commercial / industrial construction except for new "retail self-storage" construction, which is justified at the rate of \$0.08 per square foot.

In addition to the following justification, a percentage of employees for a new business will move into existing housing in the community. Given that employees typically have more children than the families or people they replace in existing housing, commercial/industrial development also creates enrollment growth in the existing housing stock. The commercial/industrial fee is also justified to offset this impact.

This commercial/industrial fee is shared with the Galt Joint Union High School District ("GJUHS"). If the GJUHS imposed the maximum K-12 fee of \$0.66 for commercial/industrial development, the District's share shall be 60 percent or \$0.396 per square foot. If the high school district imposes an amount lower than the maximum fee, the District may collect an amount equal to 60 percent of the maximum fee plus the difference between the GJUHS fee and the amount of \$0.66 per square foot.

IMPACT OF COMMERCIAL/INDUSTRIAL DEVELOPMENT

Type of Business	Employees per 1000 Square Feet ¹	Square Footage Creating Need for One New Home ²	Unfunded Impact per Home ³	Unfunded Impact per Square Feet ⁴
Banks	2.83	2,224	\$7,654	\$3.44
Commercial Offices	4.43	1,421	\$7,654	\$5.39
Community Shopping Centers	1.53	4,113	\$7,654	\$1.86
Corporate Offices	2.68	2,348	\$7,654	\$3.26
Industrial Business Parks	3.52	1,788	\$7,654	\$4.28
Industrial Parks	1.50	4,196	\$7,654	\$1.82
Lodging	1.13	5,570	\$7,654	\$1.37
Medical Offices	4.61	1,365	\$7,654	\$5.61
Neighborhood Shopping Centers	2.78	2,264	\$7,654	\$3.38
Retail Self-Storage	0.06	97,810	\$7,654	\$0.08
Research & Development	3.04	2,070	\$7,654	\$3.70
Overall Average	2.65	2,375	\$7,654	\$3.22

Notes:

¹ Employee generation factors from SANDAG Study.

² This is the square feet of commercial or industrial building area that generates the need for one new home in the District. Calculated: 1,000 SF * employees per home / (generation factor per 1,000 SF * 0.198 employees to live in the District)

³ Unfunded impact equals total impact per single-family home of \$15,308 less the District's average residential developer fee of \$3.22 per square foot * average home size of 2,295 square feet.

⁴ Unfunded impact per square foot equals unfunded impact per home divided by square feet of commercial/industrial building area, which creates the need for one new home in the District.

NEXUS FINDINGS

This section frames the results of the Level 1 Fees Justification Report in terms of the nexus requirements pursuant to AB 1600, which is codified in California Government Code § 66000.³ In general, it must be demonstrated that a reasonable relationship or “nexus” exists between new development that occurs within the District and the need for additional school facilities as a result of new development. The specific nexus requirements and findings for the fees are discussed below and on the following page.

³ Otherwise known as the Mitigation Fee Act.

IDENTIFY THE PURPOSE OF FEES

The purpose of the fees is to provide funding for the construction and reconstruction of school facilities for new students generated by residential, commercial, and industrial development.

IDENTIFY THE USE OF FEES

The general purpose of the fees is to fund the construction of additional school facilities, as outlined in this Report. The District may need to purchase or lease portable classrooms to use for interim housing while permanent facilities are being constructed.

Revenue from residential, commercial, and industrial development fees may be used to pay for any of the following:

- Construction or reconstruction of school facilities;
- Acquisition or leasing of land for school facilities;
- Design of school facilities;
- Permit and plan checking fees;
- Testing and inspection of school sites and buildings;
- Furniture for use in new school facilities,
- Purchased or leased interim school facilities;
- Legal and administrative costs associated with providing school facilities to students generated by new development;
- Administration of the justification and collection of developer fees;
- Other miscellaneous costs resulting from student enrollment growth caused by new development.

DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE FEE'S USE AND THE TYPE OF DEVELOPMENT PROJECT ON WHICH THE FEES ARE IMPOSED

New residential development will cause families to move into the District and will, consequently, generate additional students in the District. As previously discussed, adequate school facilities do not exist for all these students. New residential development, therefore, creates a need for additional school facilities. Therefore, the fee's use (acquiring new facilities) is reasonably related to the type of project (new residential development) upon which it is imposed.

Additionally, new commercial/industrial development will generate new workers to move into the District. Because some of these workers will have school-age children, commercial and industrial development will also generate new students

in the District. As previously mentioned, adequate school facilities do not exist for all of these students. New commercial / industrial development, therefore, creates a need for additional school facilities.

DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE NEED FOR PUBLIC FACILITIES AND THE TYPE OF DEVELOPMENT ON WHICH THE FEES ARE IMPOSED

As discussed in this Report, the District's school facilities are inadequate in that there is a need for additional school facilities. Both existing residents and residents from new development should share in these costs. Therefore, the need for adequate school facilities is reasonably related to the new residential, commercial, and industrial development projects upon which it is imposed.

The District has insufficient permanent capacity to house all additional students projected to enroll in the District. New commercial and industrial development will generate new workers to move into the District. Because some of these workers will have school-age children, commercial and industrial development will also generate new students in the District. Since adequate school facilities do not exist for all of these students, new commercial / industrial development, therefore, creates a need for additional school facilities.

DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE AMOUNT OF FEE AND THE COST OF THE PUBLIC FACILITY ATTRIBUTABLE TO THE DEVELOPMENT ON WHICH THE FEE IS IMPOSED

As outlined in this Report, the cost of school facilities attributable to each new residential housing unit is \$15,308. The District's 60 percent share of the new statutory residential developer fee of \$4.08 per square foot only provides \$5,618 for each new residential unit, mitigating only a small percentage of the impact from new residential construction. Therefore, the residential Level 1 fee is justified at the maximum rate.

The Report also demonstrated that the school facilities costs attributable to commercial and industrial development are \$3.22 per square foot. The new statutory commercial/industrial developer fee of \$0.66 per square foot of new commercial space only mitigates a small percentage of the impact from new commercial and industrial development. Therefore, the Level 1 commercial / industrial fee is justified at the maximum rate except for new "retail self-storage" construction, which is justified at the rate of \$0.08 per square foot.

APPENDIX B – REQUIREMENTS FOR ADOPTION OF NEEDS ANALYSIS

To levy Alternate (“Level 2”) fees, a school district must perform the following tasks:

1. Prepare a Needs Analysis as described by Government Code Section 65995.5.
2. The final Needs Analysis must be made available for public review for a period of at least 30 days.
3. Publish notice of hearing for the Needs Analysis and fee increase in a newspaper of general circulation at least 30 days prior to the hearing.
4. Mail a copy of the Needs Analysis 30 days prior to hearing to any party that has submitted a written request for such copies at least 45 days prior to the hearing.
5. Notify and provide a copy of the Needs Analysis to the local planning and land use agencies at least 45 days prior to the hearing as required by Government Code Section 65232.2.
6. The Governing Board must respond to any written comments received on the Needs Analysis.
7. Conduct a public hearing after the 30-day review period.
8. Pass a resolution adopting the Needs Analysis and Level 2 or Level 3 fee, as applicable.
9. The fees take effect immediately upon adoption and are effective for a period of one year. Level 1 fees take effect 60 days after adoption by the Board.
10. Annually update Needs Analysis.

APPENDIX C – EXISTING SCHOOL BUILDING CAPACITY DETERMINATION

EXISTING SCHOOL BUILDING CAPACITY

	Grade Levels	Permanent Classrooms	Total Portable T. Stations	Maximum 25% Port. T. Stations ¹	Total Teaching Stations	Total Capacity ²
Fairsite	PreK - K	11	14	3	14	350
Greer Elementary	K-6	8	27	2	10	250
Lake Canyon	K-6	27	0	0	27	675
Marengo Ranch	K-6	12	26	3	15	375
River Oaks	TK-6	12	21	3	15	375
Valley Oaks	K-6	17	19	4	21	525
Elementary School Total		87	107	15	102	2,550
Robert L. McCaffrey	7-8	34	12	9	43	1,161
Middle School Total		34	12	9	43	1,161
Classroom Capacity		121	119	24	145	3,711
SER Adjustment - Elementary School						74
SER Adjustment - Middle School						15
Existing School Building Capacity						3,800

Notes:

¹ Pursuant to SB50, portable classrooms are included in school capacity calculations for SB50 fees at a rate of 25% times the number of permanent classrooms at the school site.

² Capacity is equal to the counted number of total teaching stations times 25 students per station for grades K-6 and 27 students per station for grades 7-12.

APPENDIX D – BONDING CAPACITY CALCULATION

Galt JUESD Bonded Indebtness Calculation

Assessed Value Calculation

District Assessed Value (July 2019)	\$2,993,275,868
Maximum Bonding Percentage	<u>1.25%</u>
District Maximum Bonding Capacity	\$37,415,948

Outstanding Debt Obligation ¹

ESD, 2016 G.O. Bond, Series 2017	\$9,600,000
Other Outstanding G.O. Bonds	\$6,692,098
Jt. Powers Bond 2008 (60%)	<u>\$1,854,000</u>
Total Debt Obligation	\$18,146,098
Percentage of Bonding Capacity	48.50%

Notes:

¹ Remaining principal amount only.

² A CFD Special Tax was approved by the landowners in 1990 with the District receiving a 60% share of the Special Tax.

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Board Meeting Agenda Item Information

Meeting Date: October 28, 2020	Agenda Item: 202.129 Board Consideration of Approval of Resolution 6 Approving an Alternative Level 2 Fee on New Residential Construction for the Galt Joint Union Elementary School District.
Presenter: Lois Yount	Action Item: XX Information Item: Public Hearing

According to Government Code § 65995.5, the District may levy an alternative fee (“Level 2 fee) to the District’s Level 1 fee if certain requirements are met. The School Facility Needs Analysis (“Needs Analysis”), prepared by SCI Consulting Group, is required annually to establish the need for and level of the Level 2 Fee. The District has been made eligible for new construction funding under the School Facility Program and satisfies three of the four statutory requirements necessary to levy Level 2. Furthermore, the Needs Analysis has determined that District is justified in imposing a district-wide Level 2 fee at the K-8 rate of \$3.33 per square foot for new residential development.

To adopt the School Facility Needs Analysis and impose the Level 2 fees justified in the Needs Analysis, the District must conduct a public hearing and adopt Resolution No. 6, adopting the Needs Analysis and the Level 2 fee.

We recommend the Board adopt the attached Resolution No. 6 approving an alternative Level 2 fee on new residential construction for the Galt Joint Union Elementary School District.

The Level 2 fee takes effect immediately upon adoption and is effective for one year.

Attachment: Resolution No. 6

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

Resolution No. 6

Resolution of the Board of Trustees
Approving the Galt Joint Elementary School District's
School Facilities Needs Analysis, Adopting Residential School Facilities Fees in
Compliance with Government Code Sections 65995.5 and 65995.6,
and Making Related Findings and Determinations

RESOLVED by the Board of Trustees (the "Board") of the Galt Joint Union Elementary School District (the "District"), County of Sacramento, State of California, that:

WHEREAS, this Board has had a School Facility Needs Analysis ("Needs Analysis") prepared as outlined in Section 65995 of the California Government Code; and

WHEREAS, said Need Analysis outlines the shortfall in revenues without levying fees as authorized in Sections 65995.5 and 65995.6 of the Government Code.

WHEREAS, the purpose of this Resolution is to approve and adopt fees pursuant to Government Code Section 65995.5 and 65995.6 on residential development projects in the amount of \$3.33 per square foot.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Board hereby receives and approves the School Facility Needs Analysis, October 2020 as prepared by SCI Consulting Group.
2. Based upon said Needs Analysis, the Board makes the following findings.
 - a.) The purpose of the fees is to provide adequate school facilities for the students of the District who will be generated by residential development in the District.
 - b.) The fees are to be used to finance the construction and reconstruction of school facilities for new students generated by residential development.
 - c.) There is a reasonable relationship between the need for the fees, the use of the fees, and the development projects on which the fees are imposed.
 - d.) There is a reasonable relationship between the amount of the fees and the cost of the facilities attributable to the development projects on which the fees are imposed.
3. The Board hereby finds and determines the necessity to levy the fees authorized in Sections 65995.5 and 65995.6 of the Government Code in the amount of \$3.33 per square foot of new residential development.
4. The imposition of the fees shall take effect immediately.

5. The Superintendent or designee shall notify the City of Galt and the County of Sacramento having jurisdiction over territory within the District and request that no building permits be issued on or after this date without certification from the District that the fees specified herein have been paid.
6. The Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled October 28, 2020 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, was published in a newspaper in accordance with Sections 65995.5 and 65995.6 of the California Government Code and at least 30 days prior to the meeting. A copy of said Needs Analysis was mailed to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees within the period specified by law. Additionally, at least 30 days prior to the meeting the District made available to the public the final Needs Analysis for review.
7. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this resolution.

APPROVED, PASSED AND ADOPTED this 28th day of October 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President, Board of Trustees
Galt Joint Union Elementary School District

ATTEST:

Secretary, Board of Trustees
Galt Joint Union Elementary School District



Galt Joint Union Elementary School District

Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: October 28, 2020	Agenda Item: 202.130 Board Consideration of Approval to Change the November Regular Board Meeting Date from November 25, 2020, to November 18, 2020
Presenter: Karen Schauer	Action Item: XX Information Item:

Due to the Thanksgiving holiday period, it is recommended to change the regular Board meeting date from November 25, 2020, to November 18, 2020.



Galt Joint Union Elementary School District

Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632
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Board Meeting Agenda Item Information

Meeting Date: October 28, 2020	Agenda Item: 202.131 Board Consideration of Approval of Increasing the Substitute Teacher Daily Rate
Presenter: Lois Yount	Action Item: XX Information Item:

The current substitute teacher daily rate is:

- \$125 - Elementary School
- \$130 - Middle School
- \$135 - More than 15 days per pay period

The District has researched substitute teacher pay in surrounding districts. To attract and retain substitute teachers, we recommend increasing the daily rate to the following effective November 17, 2020.

- \$150 - per day
- \$160 - long term (more than 15 days per pay period)

Board approval recommended



Galt Joint Union Elementary School District

Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632
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Board Meeting Agenda Item Information

Meeting Date: October 28, 2020	Agenda Item: 202.132 Board Consideration of Approval of Memorandum Of Understanding Between the California School Employees Association (CSEA) and its Galt Chapter #362 (CSEA) and the GJUESD Regarding Reduction in Hours – Personnel Technician
Presenter: Karen Schauer	Action Item: XX Information Item:

CSEA and GJUESD agreed upon an Memorandum of Understanding to reduce the hours of the Personnel Technician from 8 to 6 hours per day.

The position scheduled hours will be re-evaluated in March 2021.

The district continues to examine services restructuring efforts, given projected needs, unstable enrollment and uncertain economic factors.

Fiscal Impact:
\$15,000 savings.

REDUCTION OF HOURS
MEMORANDUM OF UNDERSTANDING (MOU)
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
GALT CHAPTER #362 (CSEA)
and the
GALT JOINT UNION ELEMENTARY SCHOOL (DISTRICT)

The following is a Memorandum of Understanding (“MOU”) between the Galt Joint Union Elementary School District (“District”) and the California School Employees Association and its Galt Chapter #362 (“CSEA”). The District and CSEA agree to the following terms and conditions:


- Reduction in Hours – Personnel Tech
 - The parties agree the Personnel Tech position shall be reduced from 8 hours per day / 12 months a year to 6 hours per day / 12 months a year.
 - The parties agree to re-evaluate this position when the District can resume full scale onsite instruction of students or March 2021, whichever occurs first.
- This agreement shall go into effect upon formal ratification by both parties.



Lori Jones, Chapter President
CSEA Chapter #362

9-21-2020

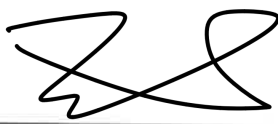
Date



Karen Schauer, Superintendent
Galt Joint Union Elementary School District

September 18, 2020

Date



Mauricio Vides, Labor Relations Representative
CSEA

9/21/20

Date



Board Meeting Agenda Item Information

Meeting Date: October 28, 2020	Agenda Item: 202.133 Board Consideration and Possible Action on Potential Memorandum of Understanding Between Galt Elementary Faculty Association (GEFA) and GJUESD Regarding On Campus Blended Instruction
Presenter: Karen Schauer	Action Item: XX Information Item:

On October 13, 2020, Sacramento County Public Health approved districts to reopen for on campus instruction following health and safety precautions. The district is implementing the board-approved Initial Reopening Schools Model for a safe and gradual reopening that transitions the learning program to less restrictive instructional models aligned to improving health conditions.

GJUESD and GEFA are working together to reach a tentative agreement to support on campus blended instruction to begin the second trimester by mid-November. These negotiations are ongoing.

The possible tentative agreement considers on campus blended learning provisions for 1) in person instruction transition and scheduling, 2) health and safety, 3) work hours and 4) leaves.

Pending reaching a tentative agreement, board approval, and GEFA ratification, next steps include:

1. Parent communication sent out regarding blended learning schedules
2. Expanding home learning services for parents requesting continued distance learning for their child
3. Beginning after school services through ASES grant program and possibly the City of Galt SOAR program
4. Early November roll-out of safety procedures to staff and families through publications and presentations
5. Convene the 2020-21 District Advisory Committee for monthly feedback and improvement

Attachment:
GJUESD Initial Transitional Reopening Schools Model



Galt Joint Union Elementary School District

GJUESD *Initial* Transitional Reopening Schools Model

Transition levels are fluid and dependent on status of health pandemic and future Stay At Home Orders.

	DISTANCE LEARNING LEVEL 1 TIER 1	TARGETED, SPECIALIZED SUPPORT SERVICES TIER 1	BLENDED LEVEL 2 TIER 2	MODIFIED TRADITIONAL LEVEL 3 TIER 3 OR 4	TRADITIONAL LEVEL 4
PROGRAM	SAFETY AND PREPAREDNESS Start Date August 20, 2020	In-person targeted, support and services to small groups of students	Phase-In Reopening (1/2 of students on campus at one time)	EXPANDED REOPENING (all students on campus at one time)	FULL REOPENING (all students on campus at one time)
LEARNING LOCATION(S) & SCHEDULE	HOME 5 DAYS PER WEEK	SCHOOL 25 % Capacity	SCHOOL/HOME 2 DAYS ON CAMPUS 3 DAYS DISTANCE LEARNING	SCHOOL 5 DAYS PER WEEK	SCHOOL 5 DAYS PER WEEK
TRANSITION FACTORS	Stay At Home Order or CDPH Monitor List ● TIER 1 or Purple Risk Level = Widespread More than 7 new COVID-19 cases per 100K and more than 8% positive tests No on-campus learning or support services due to CA health conditions. Or CA Stay At Home order in place Daily live virtual learning sessions and online/electronic assignments	Satisfy all conditions detailed in the Cohorting Guidance ● TIER 1 or Purple Risk Level = Widespread More than 7 new COVID-19 cases per 100K and more than 8% positive tests Limited cohort size Restricted cohort mixing Maintain proper physical distancing, masking, cleaning and other safety measures	Public Health recommendation with Board direction ● TIER 2 or Red Risk Level = Substantial More than 4 or 7 new COVID-19 cases per 100K and more than 5-8% positive tests On-campus health and safety protocols in place including social distancing, student cohorts and the use of personal protective equipment. Direct Instruction takes place as school and Extended Learning at home.	Public Health recommendation with Board direction (Decreasing infection rate) ● TIER 3 or Orange Risk Level = Moderate More than 1 to 3.9 new COVID-19 cases per 100K and more than 2-4.9% positive tests AND/OR ● TIER 4 or Yellow Risk Level = Minimal Less than 1 COVID-19 cases per 100K and less than 2% positive tests On-campus health and safety protocols in place including social distancing, student cohorts and the use of personal protective equipment. Core instruction and Extended Learning takes place at school. OPTION: Extended Learning takes place at home.	Public Health Recommendation with Board direction No restrictions or requirements for social distancing, gatherings and personal protective equipment use. Learning takes place at school with homework as an extension of learning.

End of 1st Trimester
11/13/2020

End of 2nd Trimester
3/5/2021

End of 3rd Trimester
6/4/2021

9/23/2020
TIER 1/Purple
Distance Learning
6.2 cases/100K
4.6% Positivity

9/29/2020
TIER 2/Red
Distance Learning
6.6 cases/100k
4.6 positivity

10/6/2020
TIER 2/Red
Distance Learning
5.3 cases/100k
3.4 positivity

10/13/2020
TIER 2/Red
Distance Learning
5.1 cases/100k
2.8 positivity

10/20/2020
TIER 2/Red
Distance Learning
4.4 cases/100k
2.5 positivity

ELEMENTARY SCHOOL WAIVER

- TK-6: Permits school districts to reopen for in-person instruction with the following transition factors:
- Consultation with labor, parent and community organizations
 - Publish elementary school reopening plans
 - Address Health and Safety topics consistent with guidance from California Department of Public Health (CDPH) and the local health department

TIER FRAMEWORK, California Blueprint for a Safer Economy

- California Department of Public Health (CDPH) will release updated tier assignments on Tuesdays
- A county must remain in a tier for a minimum of three weeks before being able to advance to a less restrictive tier
- Must meet criteria for the next less restrictive tier for both measures for the prior two consecutive weeks in order to progress to the next tier



Board Meeting Agenda Item Information

Meeting Date: October 28, 2020	Agenda Item: Reports
Presenter: Karen Schauer	Action Item: Information Item: XX

LCAP GOAL 1

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

1. GJUESD Initial Transitional Reopening Schools Update
 - Small Cohort Support for High Needs Learners
 - ASES Expanded Learning
 - Reopened school visitations and consultations
 - Health and Safety Updates

LCAP GOAL 2

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

LCAP GOAL 3

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

1. CalSCHLS Survey 2020-21

LCAP GOAL 4

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

1. Robert L. McCaffrey Middle School Track Progress

OTHER REPORTS

1. Food Services
2. Williams Uniform Complaint Process Quarter 1 Report



LCAP GOAL 1

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

1. GJUESD Initial Transitional Reopening Schools Update

Small Cohort Support for High Needs Learners

With certificated ratification and board approval of small cohort services for high needs learning, teachers have volunteered to begin instructional support services. As of October 22, 2020, 13 teachers are preparing to provide services. This includes coordination with transportation services to continue bus services for participating special education students.

ASES Expanded Learning

The ASES after school program has been adjusted for one month to move from virtual services to small cohorts at Valley Oaks, Greer Elementary and McCaffrey Middle School.

Reopened school visitations and consultations

The superintendent has researched and conferred with five school districts in near-by counties. This also included on site visitations to the Black Oak Mine School District K-12 school locations. All of the reopened districts reported positive aspects of reopening including zero to minimal COVID-19 outbreaks, given the safety precautions followed for face coverings, social distancing and sanitization practices. The superintendent noted thriving students joined by proud and confident teachers, administrators and support staff recognizing their teamwork to reopen safely for in person instruction.

Health and Safety Updates

Staff training with the Sacramento County Public Health continues for implementing tracing procedures. In addition, the school nurse will be providing parent sessions on safety procedures that will be recorded in early November. The attached GJUESD Safety Procedures and Guidance publications or procedures include:

1. Worksite Specific Health and Safety Plan
2. Student and Staff Health and Safety Guidance
3. Personal Commitment to Safety Forms: Staff and Students
4. Frontline Daily Prescreening
5. Employee Surveillance Testing Participation

Galt Joint Union Elementary School District

COVID-19 Worksite Specific Plan

It is the policy of the Galt Joint Union Elementary School District to provide safe working conditions for all employees and to promote continuing, vital safety awareness at all levels, from top management to the individual worker. With the spread of COVID-19, the District must remain vigilant in mitigating the outbreak.

This plan is guided by the State Public Health [Guidance & Checklist](#) and CDC Recommendations and in accordance with [Cal/OSHA Guidelines](#) on Protecting Workers from COVID-19.

A. Responsibilities of Certificated and Classified Management

All management must be familiar with this Plan and be ready to answer questions from employees. Management must set a good example by following this Plan at all times. This involves practicing good personal hygiene and site safety practices to prevent the spread of the virus. Management must encourage this same behavior from all employees.

Person(s) responsible for implementing and training staff on the site-specific plan:

- McCaffrey Middle School: Ron Rammer
- River Oaks Elementary School: Donna Gill
- Marengo Ranch Elementary School: Jennifer Porter
- Lake Canyon Elementary School: Judi Hayes
- Valley Oaks Elementary School: David Nelson
- Greer Elementary School: Stephanie Simonich
- Fairsite Preschool and School Readiness Center: Kuljeet Nijjar
- Transportation and Maintenance Department: Kerri Gardner/Lois Yount
- District Office: Lois Yount

B. Risk Assessment

School Employees are considered medium exposure risk, and in some cases, lower exposure risk.

MEDIUM EXPOSURE RISK Jobs that require frequent/close contact with people who may be infected, but who are not known or suspected patients. Workers in this category include: • Those who may have contact with the general public (e.g., schools, high-population-density work environments, some high-volume retail settings), including individuals returning from locations with widespread COVID-19 transmission.

LOWER EXPOSURE RISK Jobs that do not require contact with people known to be, or suspected of being, infected. • Workers in this category have minimal occupational contact with the public and other coworkers. For more information, see the Guidance on Preparing Workplaces for COVID-19.

C. Individual Control Measures

- Self symptom screenings and/or temperature checks.
- Students and staff are expected to check their temperature before coming to work/school.
- Encourage workers who are sick or exhibiting symptoms of COVID-19 to stay home.
- Encourage frequent handwashing and use of hand sanitizer.

- Provide disposable gloves to workers using cleaners and disinfectants if required. Consider gloves a supplement to frequent hand washing for other cleaning, tasks such as handling commonly touched items or conducting symptom screening.
- Require face coverings according to the State Public Health Guidance.
- Close or increase distance between tables/chairs in breakrooms or provide break areas in open space to ensure physical distancing. Post maximum capacity limitations in staff rooms, work rooms, conference rooms, and bathrooms.
- Communicate frequently to visitors & members of the public that they should use face masks/covers.

D. Cleaning & Disinfecting Protocols

- Perform thorough cleaning in high traffic areas.
- Frequently disinfect commonly used surfaces and personal work areas.
- Clean and sanitize shared equipment between each use.
- Clean touchable surfaces between shifts or between users, whichever is more frequent.
- Equip shared spaces with proper sanitation products, including hand sanitizer and sanitizing wipes and ensure availability.
- Ensure that sanitary facilities stay operational and stocked at all times.
- Use products approved for use against COVID-19 on the Environmental Protection Agency (EPA)-approved list and follow product instructions and Cal/OSHA requirements.
- Provide time for workers to implement cleaning practices before and after shifts and consider third-party cleaning companies.
- Install hand sanitizing dispenser in classrooms, offices, and common workplaces.
- Items shared between staff and students will be eliminated or minimized.

E. Physical Distancing Guidelines

- Implement measures to physically separate workers by at least six feet using measures such as physical partitions or visual cues (e.g., floor markings, colored tape, or signs to indicate to where workers should stand).
- Reconfigure office spaces, cubicles, etc. and decrease maximum capacity for conference and meeting areas.
- Adjust in-person meetings, if they are necessary, to ensure physical distancing.
- Stagger employee breaks, in compliance with wage and hour regulations, if needed.
- Reconfigure, restrict, or close common areas and provide alternative where physical distancing can be practiced.
- Utilize work practices, when feasible and necessary, to limit the number of employees at the office at one time, such as telework and modified work schedules.

F. Training and Communication to Employees

Training Information as required by the California Department of Public Health Guidance is sourced from the CDC and should be provided to all employees and include the following information:

(click on each item and follow link)

1. [Information on COVID-19:](#) A respiratory virus and is mainly spread through droplets created when a person who is infected coughs, sneezes, or talks.
2. [Preventing the Spread:](#) Social distance, wash your hands, cover your mouth and nose, clean & disinfect.
3. [Vulnerable/High Risk Individuals:](#) Older adults, people with medical conditions, people with disabilities, pregnancy and breastfeeding

4. [Self-Screening Instructions/Symptom Checks based on the CDC Guidelines](#): Fever or chills, cough, shortness of breath, fatigue, headache, sore throat. This list does not include all possible symptoms.
5. [Sick Employees](#): The importance of not coming to work if employees have a frequent cough, fever, difficulty breathing, chills, muscle pain, headache, sore throat, recent loss of taste or smell, or if they or someone they live with have been diagnosed with COVID-19.
6. [When to seek medical attention](#): Look for emergency warning signs for COVID-19. If someone is showing any of these signs, seek emergency medical care immediately: Trouble breathing, Persistent pain or pressure in the chest, New confusion, Inability to wake or stay awake, Bluish lips or face. *This list is not all possible symptoms.* Please call your medical provider for any other symptoms that are severe or concerning to you. Call 911 or call ahead to your local emergency facility: Notify the operator that you are seeking care for someone who has or may have COVID-19.
7. [The importance of hand washing](#)
8. [The importance of physical distancing](#), both at work and off work time
9. Face Coverings:
 - Face Covering Requirements: *See attached California Department of Public Health COVID-19 Industry Guide (August 3, 2020) page 8.*

Under 2 years old – No

2 years old -2nd Grade – Strongly encouraged, a face shield is an acceptable alternative

3rd Grade-High School – Yes, unless exempt

- [Face coverings, masks, and respirators – Information & Overview](#)
- [Face coverings, masks & respirators - Handout](#)
- [Use of Cloth Face Coverings to Help Slow the Spread of COVID-19 – CDC Recommendations](#)

10. Face Shields:

- A face shield is primarily used for eye protection for the person wearing it. At this time, it is not known what level of protection a face shield provides to people nearby from the spray of respiratory droplets from the wearer. There is currently not enough evidence to support the effectiveness of face shields for source control. Therefore, CDC does not currently recommend use of face shields as a substitute for masks.
- However, wearing a mask may not be feasible in every situation for some people for example, people who are deaf or hard of hearing—or those who care for or interact with a person who is hearing impaired. Here are some considerations for individuals who must wear a face shield instead of a mask:
 - Although evidence on face shields is limited, the available data suggest that the following face shields may provide better source control than others:
 - Face shields that wrap around the sides of the wearer’s face and extend below the chin.
 - Hooded face shields.
 - Face shield wearers should wash their hands before and after removing the face shield and avoid touching their eyes, nose and mouth when removing it.
 - Disposable face shields should only be worn for a single use and disposed of according to manufacturer instructions.
 - Reusable face shields should be cleaned and disinfected after each use according to manufacturer instructions or by following [CDC face shield cleaning instructions](#)

11. [Healthy Schools Act](#) – Integrated Pest Management Training: Provide annual Healthy Schools Act (free online) training [to all teachers, staff, and volunteers who use sanitizing wipes or sprays.](#)

The training materials below were developed to contain the required components of COVID-19 awareness as well as optional supplemental information on Coping with Stress and De-escalation techniques when responding to others.

- Training [Handout Materials from SIA Website](#)
Date Provided to Employees: All call sent on July 29, 2020
- Hour Zero Training Module
Date Completed by Employees: Due as staff return to work.

G. Suspected or Confirmed Cases of COVID-19 in the Workplace

Employees who have symptoms when they arrive at work or become sick during the day should immediately be separated from other employees and students and sent home. The principal or supervisor will contact Human Resource before sending an employee home. Employees who develop symptoms outside of work should notify their supervisor and stay home. The Health Assistance will notify the district nurse when students are sent home with symptoms. The district nurse will report to the County Health Department.

Isolation Locations By Site (may change when students are back on campus):

- McCaffrey Middle School: Admin Building
- River Oaks Elementary School: BFLC
- Marengo Ranch Elementary School: Health Office
- Lake Canyon Elementary School: Admin Building
- Valley Oaks Elementary School: Room 13
- Greer Elementary School: Room 9
- Fairsite Preschool and School Readiness Center: Admin Building

H. Process to Investigate COVID-19 Cases in the Workplace:

- CDPH Outbreak Management - [Responding to COVID-19 in the Workplace](#)
- Cal/OSHA [Recording and Reporting Requirements for COVID-19 Cases](#)

I. Required Postings – COVID-19

- Your County Social Distancing Protocol – See [Local Resources](#)
- Workplace Safety Social Distancing Information - [Poster Template](#)

J. Establish a process to check this site plan for compliance and to document and correct deficiencies.

1. The administrator or designee will perform a twice-weekly inspection to ensure PPE's are available to employees.
2. The administrator will communicate with custodians to ensure cleaning and disinfecting protocols are practiced.
3. The administrator will remind and encourage staff to practice physical distancing, wear face coverings, and frequent handwashing.

ATTACHMENTS

- Sample signage
- Guidance for cleaning and disinfecting
- California Department of Public Health Workspace Guidance (July 2, 2020)
- California Department of Public Health COVID-19 Industry Guide (August 3, 2020)
- Schools Insurance Authority COVID-19 Training Guide
- CDC Coronavirus Disease 2019 (COVID-19)
- Personal Protective Equipment Inventory Form
- Student Health and Safety Protocol (Coming soon from Health Department)



Galt Joint Union Elementary School District

STAFF/STUDENT HEALTH & SAFETY GUIDANCE

FOR REOPENING SCHOOLS (10/22/20)

The purpose of this document is to outline the Galt Joint Union Elementary School District’s return-to-school health and safety guidance for the 2020-21 school year. The health and safety of our students, families, and staff have been the utmost priority during the COVID-19 pandemic and in developing these procedures to re-open campuses. This plan was developed following guidance from the Center for Disease Control (CDC), California Department of Education (CDE), California Department of Public Health (CDPH), Sacramento Department of Public Health (SCPH). These procedures are subject to change according to changes in state and local guidance and recommendations from Public Health.

Index of CDPH Priority Health & Safety Guidance

1.	Cleaning and Disinfection	pg. 2
2.	Cohorting	pg. 2
3.	Entrance, Egress and Movement within the School	pg. 3
4.	Face coverings and other essential Protective Gear	pg.3
5.	Health Screenings for Students and Staff	pg. 4
6.	Healthy Hygiene Practices	pg. 5
7.	Identification and Tracing of Contacts	pg. 5-6
8.	Physical Distancing	pg. 6-7
9.	Staff Training and Family Education	pg. 7-8
10.	Testing of Students and Staff	pg. 8
11.	Triggers for Switching to Distance Learning	pg. 8-9
12.	Communication Plans	pg. 9

Live Links to Important Guidance Documents:

[GJUESD Reopening School Matrix](#)

[COVID-19 Now What Flowchart](#)

[GJUESD COVID-19 Worksite Specific Plan](#)

[CDHP Guidance For Face Coverings](#)

[COVID-19 Industry Guidance: Schools and School-Based Programs](#)

[CDPH School Reopening Recommendations](#)

[SCPH Protocols for Schools](#)

[Handwashing: Clean Hands Save Lives](#)

[SCPH Student Symptom Decision Tree](#)

1. Cleaning and Disinfection: How shared surfaces will be regularly cleaned and disinfected and how the use of shared items will be minimized

The district supports staff and students' health and safety and strives to maintain a healthy and clean environment. Staff will ensure that frequently touched surfaces are cleaned and disinfected daily and as practicable throughout the day using the Environmental Protection Agency (EPA) approved products. Staff and students will begin each school day in a freshly disinfected classroom environment.

- a. Classrooms are sanitized between cohorts of students
- b. High traffic areas are thoroughly cleaned daily and commonly used surfaces and personal work areas shall be frequently disinfected.
- c. Shared equipment is cleaned and sanitized between each use.
- d. Shared spaces are equipped with proper sanitation products, including hand sanitizer and sanitizing wipes and ensure availability.
- e. Bathroom facilities will stay operational and stocked at all times and cleaned twice daily
- f. Hand sanitizing dispensers have been installed in classrooms, offices, and common workplaces.
- g. Portable handwashing stations will be installed near classrooms without sinks.

2. Cohorting: How students will be kept in small stable groups with fixed membership that stay together for all activities and minimize/avoid contact with other groups or individuals who are not part of the cohort

A cohort is a stable group with fixed membership that stays together for all courses and activities (e.g., lunch, recess, etc.) and avoids contact with other persons or cohorts. Students must remain in the same space and cohorts as small and consistent as practicable to reduce possibilities for infection, including for recess and lunch. Keep the same students and teachers or staff with each group, to the greatest extent practicable.

- a. **Targeted Small Group Instruction** (during school closure)
 - Limiting cohort size: No more than 16 persons based upon public health guidance; campus at 25% capacity
 - Restricting cohort mixing: Stable cohorts stay together during the day.
 - Supervising adults and students must not interact with other cohorts.
 - Maintaining proper physical distancing, masking, cleaning and other safety measures.
- b. **Reopening Schools under the Blended Model** (Red Tier; Level 2)
 - Limiting number of students on campus: 50 percent of students may be on campus at any one time.
 - Stable groups should stay together during the day.
 - 1 class is considered a cohort with with ½ of the students present at the same time
 - Maintaining proper physical distancing, masking, cleaning and other safety measures.
- c. **Reopening Schools under the Modified Traditional** (Orange/Yellow Tiers; Levels 3/4)
 - 100% of students may be on campus at one time.
 - Restricting group (cohort) mixing: Stable groups should stay together during the day. 1 classroom is considered a stable cohort
 - Maintaining proper physical distancing, masking, cleaning and other safety measures.

3. Entrance, Egress and Movement within the School: How movement of students, staff and parents will be managed to avoid close contact and/or mixing of cohorts

a. Arrival

- Arrivals will be staggered, if possible
- Parents dropping off students will be asked to arrive as close to arrival time as possible, wait in their cars until the morning bell, maintain physical distancing and wear a face covering
- Several designated routes for entry will be provided
- Students report directly to their classroom
- Playground area not permitted for use during arrival
- Parents with kinder students will not be allowed to enter the campus without a face-covering

b. Dismissal

- Students will exit school immediately after being dismissed
- Several designated routes for exit will be provided
- Playground area not permitted for use during dismissal
- Parents picking up students will be asked to arrive as close to dismissal time as possible, to wait in their cars, maintain physical distancing and wear a face covering

c. Non-Classroom Spaces

- Nonessential visitors will be limited
- Congregate movement on sidewalks will be minimized
- Guidelines will be placed on ground/floors that students can follow to enable physical distancing

4. Face coverings and other essential Protective Gear: How CDPH's face covering requirements will be satisfied and enforced

- a. Face coverings must be used following CDPH guidelines,** particularly in indoor environments, on school buses, and areas where physical distancing alone is insufficient to prevent disease transmission.
- b. Students are encouraged to wear their personal cloth face coverings.** However, disposable face masks will be provided to students who do not have personal face coverings.
- c. All staff/students must wear a face covering:**
- Under two years old - No
 - Students PreK - 2nd grade - Yes, (a face shield is an acceptable alternative) unless exempt
 - Students 3rd grade - High School - Yes, unless exempt
 - Staff: Yes; In limited situations where a face covering cannot be used for pedagogical or developmental reasons, (e.g. communicating or assisting young children or those with special needs) a face shield with a drape can be used instead of a cloth face covering while in the classroom as long as the wearer maintains physical distance from others, to the extent practicable". Staff must return to wearing face covering outside the classroom.
- d. Exemptions to face coverings**
- Students with certain documented medical conditions, mental health conditions, or disability that prevents them from wearing a face covering. (A face shield may be used in lieu of face masks)
 - Students who are hearing impaired or communicating with a person who is hearing impaired

- While eating/drinking, if physical distancing is maintained

5. Health Screenings for Students and Staff: How staff/students will be screened for symptoms of COVID-19 and how ill students of staff will be separated from others and sent home

- a. **Families will be asked to screen students before coming to school.**
 - An online screening form will be submitted daily for each student (paper screening forms will also be available)
 - Students with a temperature ≥ 100.4 or any of the listed symptoms should stay home
 - Families who are unable to take temperatures at home can call the school and health office will arrange to have their child's temperature taken at school
- b. **All Staff will self-screen themselves daily before presenting to their work location**
 - An electronic screening form will be submitted daily by employees
 - Staff with a temperature ≥ 100.4 or any of the listed symptoms should stay home
- c. **Staff will be observant of students who are observed to be symptomatic or do not look well.**
- d. **Staff will follow the following procedures for students becoming symptomatic at school:**
 - Staff should call the health office and advise they are sending a symptomatic student to the health office
 - Health office staff should perform quick triage of symptomatic students in the triage area before entering health office
 - Take brief health history to rule out chronic conditions that could be the cause of symptoms (allergies, asthma or other respiratory conditions)
 - Take temperature using a no-contact thermometer
 - If COVID-19 symptoms are present after a health screening and the check-list is performed, the student will be escorted to the designated isolation room until the parent/guardian can pick-up the student
 - Health staff will then report to the District Nurse & provide a copy of the screening results
- e. **If the temperature is < 100 degrees and the student has no observed symptoms, allow him/her to rest in the health office/student area for 10 minutes.**
 - If not feeling better after 10 minutes, place in the isolation area, call parents/guardian to pick up the student
 - Health staff to take a full set of vitals and report to the school nurse
- f. **Isolating Students**
 - Any student or staff exhibiting symptoms will be asked to wait in an isolation area until they can be transported home/healthcare facility. (i.e. spare room, conference room) with Physical distancing marked off or in separate rooms with external ventilation
 - Staff should wear appropriate PPE (i.e., gloves, gowns, masks, etc.). Restroom facilities need to be nearby for sick students (separate space) as younger students may have GI symptoms
 - Ventilate the room to outside air after student leaves and clean area 24 hours after use

6. Healthy Hygiene Practices: The availability of handwashing areas and hand sanitizer, and how their use will be promoted and incorporated into routines

- a. Parents are encouraged to screen their student's temperature at home, and if the temperature is ≥ 100.04 degrees, keep the student at home and contact the student's health care provider.
- b. Students must keep their personal property to themselves and keep nonschool-related items at home.
- c. Remind parents to keep students home who are sick or have been in contact with a person with COVID-19.
- d. Students and staff should wash their hands frequently and after sharing equipment, eating, coughing, sneezing, or using the restroom.
- e. Continue to teach students appropriate hygiene, including coughing and sneezing inside the elbow or a tissue.
- f. Students and staff should use hand sanitizer when hand-washing is not practicable.
- g. Avoid touching your eyes, nose, and mouth with unwashed hands.
- h. [CDHP Guidance For Face Coverings](#), [Student Symptom Tree](#) and [COVID-19 Now What Flowchart](#) should be provided to staff and families.
- i. Strongly recommended that all students and staff be immunized against influenza.

7. Identification and Tracing of Contacts: Actions that staff will take when there is a confirmed case. Confirmation that all schools have designated staff persons to support contact tracing

a. Communication Guidelines & Reporting COVID-19 Cases

- Site Administrator will notify the District Nurse/Designee and Superintendent
- District Nurse/Designee calls Sacramento County Public Health at 916-875-5881 and speaks to a public health nurse
- Site Administrator notifies school community of a known case (Blackboard email)
- District Nurse/Designee will follow the contact tracing procedures for notifying staff and families of any exposure to a positive case of COVID-19 at school while maintaining confidentiality, as required under FERPA and state law related to the privacy of educational records. All notifications must remain confidential.

b. Contact Tracing for Confirmed COVID-19 Cases

- If a positive case (staff/student with COVID-19) is identified within a school, the school contact tracing Point of Contact (POC) tracer can help public health officials comprehensively trace potential contacts that may have been exposed.
- The SCPH will guide the school district in contact tracing. The POC tracer should reach out to the SCPH school team. Together with the team and the contact tracing, POC will identify potentially exposed contacts to a case and determine what measures should be taken following the CDPH Reopening In-Person Learning Framework for K-12 Schools.
- The POC tracer works with the patient (staff/student) to help them recall everyone with whom they have had close contact during the timeframe while they may have been infectious.
- Health staff then warn these exposed individuals (contacts) of their potential exposure as rapidly and sensitively as possible.
- Contacts are informed that they may have been exposed to a patient with the infection; they are not told the patient's identity who may have exposed them.

- Contacts are provided with education, information, and support to understand their risk:
 - what they should do to separate themselves from others who are not exposed
 - monitor themselves for illness, and the possibility that they could spread the infection to others even if they do not feel ill.

c. Protocol for returning to school following an illness

- If under the treatment of a medical provider, medical documentation to return is required.
- Students/staff who were symptomatic and thought or knew they had COVID-19 may return when:
 - At least ten days have passed since COVID symptoms first appeared
 - No fever for at least 72 hours (three full days without the use of fever-reducing medications, and
 - Respiratory symptoms have improved (e.g., cough, shortness of breath)
- Students/staff who have no symptoms but tested positive for COVID-19 may return when:
 - It has been ten days since their first positive test and they continue to have no symptoms OR they have received two negative tests in a row, at least 24 hours apart
- If student/staff has been exposed to someone who has tested positive for COVID-19, they may return to school/work following a 14-day quarantine and they have no symptoms:
 - Exposure = Individual who has had close contact (< 6 feet) for \geq 15 minutes

8. Physical Distancing: How space and routines will be arranged to allow for the physical distancing of students and staff

a. In the Classroom

- Social Distancing in classrooms with students assigned & seated 6 feet apart from each other and teacher, as practicable
- Sharing of instructional items will be limited
- Roaming in the classrooms will be limited
- Activities involving singing must take place outdoors
- When lining up, during transitions, etc. students will keep 6 feet apart

b. Playground

- Use of shared playground equipment may be limited or closed
- Playground areas will be assigned to specific cohorts
- Drinking fountains will not be accessible (students encouraged to bring water bottles)
- Lining up will be 6 feet apart
- Yard supervisors will encourage physical activities that require less contact with surfaces
- When the sharing of equipment- cleaning and disinfecting will take place between uses
- All persons will wear a face-covering

c. Sidewalks

- Designated routes for traffic flow
- Congregate movement will be minimized as much as practicable

d. BFLC

- One way traffic for entering and exiting BFLC

- Students using BFLC will be assigned a seat
 - Only furniture that can be sanitized will be available for student use
- e. **Busses**
- Students will have assigned seating
 - When sharing a seat, students will need to wear a face-covering
 - Bus drivers will wear face coverings
 - Bus rails will be sanitized frequently
- f. **Student Gatherings**
- Assemblies, rallies, dances, and sports will temporarily be on hold
 - Field trips are on hold
 - MakerSpaces will remain closed

9. Staff Training And Family Education: How staff will be trained and families will be educated on the application and enforcement of the district's reopening plan

a. Staff Training:

- Each school site has a COVID-19 Worksite Specific Plan
- All staff are required to complete a Covid-19 training module before returning to work onsite
- All staff were emailed COVID-19 required training information from SIA on July 29, 2020
- Staff will sign a *Staff Commitment to Safety* that they will abide by the information provided in the *Staff/Students Health and Safety Guidelines*. This document will be kept confidential.

b. Family Education:

- These *Staff/Students Health and Safety Guidelines* will be posted on the District's website and hard copies will also be available in every school office
- Families will sign a *Student Commitment to Safety* that they will abide by the information provided in the *Staff/Students Health and Safety Guidelines*. This document will be kept confidential.
- A recorded health and safety informational video will also be posted on District's website
- Children should stay at home if they are sick and/or if they were exposed to someone with COVID-19.
- People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. Symptoms include:
 1. Fever (≥ 100.4 degrees F) or chills
 2. Cough
 3. Shortness of breath or difficulty breathing
 4. Fatigue
 5. Muscle or body aches
 6. Headache
 7. New loss of taste or smell
 8. Sore throat
 9. Congestion or runny nose
 10. Nausea or vomiting
 11. Diarrhea

- c. Parents directed to quarantine their child at home may discontinue isolation under the following conditions:
 - At least three days (72 hours) have passed *since recovery*, defined as resolution of fever without the use of fever-reducing medications and improvement in respiratory symptoms (e.g., cough, shortness of breath); and,
 - At least ten days have passed *since symptoms first appeared*.
- d. Prevention includes the daily taking and monitoring student temperatures at home
- e. Provide the school with accurate contact information and multiple emergency contacts
- f. The importance of parent/guardian coming to school quickly (within 15 minutes) to pick up their child, if called
- g. The Importance of reinforcing handwashing, use of face coverings and maintaining appropriate distance/space

10. Testing of Staff and Students: How school officials will ensure that students and staff who have symptoms of COVID-19 or have been exposed to someone with COVID-19 will be rapidly tested and what instructions they will be given while waiting for test results. Also describes how staff will be tested periodically to detect asymptomatic infections

a. Surveillance Testing for Staff:

- School staff are essential workers, and staff includes teachers, paraprofessionals, cafeteria workers, janitors, bus drivers, or any other school employee who may have contact with students or other staff. School districts and schools shall test staff periodically, as testing capacity permits and as practicable. Examples of recommended frequency include testing all staff every two months, where 25% of staff are tested every 2 weeks, or 50% every month to rotate testing of all staff over time.
- COVID-19 testing will be available free of charge to District staff.

b. Response Testing for Staff & Students (when staff or student has symptoms or if there is known exposure)

- CDPH recommends testing if staff/students are exhibiting symptoms consistent with COVID-19 and for contacts of a confirmed case
- The SCDH Services is partnering with UC Davis Health, StemExpress and local community agencies to provide Community-Based Testing Sites for free COVID-19 testing by appointment for Sacramento County residents: [COVID-19 Symptom Screening Mobile Testing](#) and, locally in Galt
 - **Thursdays, 8:00-4:00 pm in Galt: Chabolla Community Center**
 - **Appointments: 209-366-7180 or <https://galt5651.setmore.com>**
- In order to expedite testing the individual can be tested either by their healthcare provider or through the Sacramento County Public Health Lab. Testing at the Public Health Lab is at no charge but needs to be arranged by calling the Public Health contact person

11. Triggers for Switching to Distance Learning: The criteria the superintendent will use to determine when to physically close the school and prohibit in-person instruction

Closing Cohorts within a School

- a. A student or staff member of a cohort test positive for COVID-19:
 - The cohort will be closed for 14 days from last exposure
 - The cohort will continue instruction through distance learning during closure

- Site will follow other SCHD recommended actions
- b. A student or staff member of a cohort has been in close contact with a person who has tested positive for COVID-19:
 - Cohort remains open
 - Site follows other SCHD recommended actions
- c. A student or staff member of a cohort responds “yes” to one of the health screening questions
 - Student or staff member does not enter the campus and sent home
 - Cohort remains open
 - Site follows other SCHD recommended actions

School Closure

- a. Individual school closure is recommended based on the number of cases, the percentage of the teacher/students/staff that are positive for COVID-19, and following consultation with the Local Health Officer.
- b. Individual school closure may be appropriate when there are multiple cases in multiple cohorts at a school or when at least 5 percent of the total number of teachers/student/staff are cases within a 14-day period, depending on the size and physical layout of the school.
- c. The Local Health Officer may also determine school closure is warranted for other reasons, including results from public health investigation or other local epidemiological data.
- d. Schools may typically reopen after 14 days and the following have occurred:
 - Cleaning and disinfection
 - Public health investigation
 - Consultation with the local public health department

District Closure

- a. A superintendent should close a school district if 25% or more of schools in the district have closed due to COVID-19 within 14 days, and in consultation with the local public health department.
- b. The district may typically reopen after 14 days, in consultation with the local public health department.

12. Communication Plans: How the Superintendent will communicate with students, staff and parents about cases and exposures at school, consistent with the privacy requirements such as FERPA and HIPAA

- a. In order to best communicate with families and staff during these changing times of the COVID-19 pandemic, GJUESD will continue to utilize multiple methods of communication. These include automated emails, phone calls, district website, resource documents, letters, social media, and personal outreach. These communications will provide families with the most up to date information about COVID-19. If a staff member or student should become infected with COVID-19, district communication may vary depending on the specific circumstance of a case in the school community.
- b. Documentation/Tracking incidents of possible exposure will be ongoing. Notification will be made to local health officials of affected staff, student, and/or immediate family members (or same household) of any positive case of COVID-19 while maintaining confidentiality, as required under FERPA and state laws related to the privacy of education and records.



Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632
209-744 4545 / 209-744-4553 fax / www.galt.k12.ca.us

Staff Commitment to Safety

We are very excited to welcome our staff and students back to school on campus! We want you to know that we take the health and safety of our staff and students very seriously. We commit to partnering with you to do all we can to ensure you feel safe and secure.

Please read the protocols below and **initial** each one as your commitment to partner with us during this time. We can do this TOGETHER!

I COMMIT TO A DAILY SELF SCREENING:

- Temperature check; if at or above 100.4°, stay home.
- If you experience any of the following symptoms, that are unusual for you, in the last 14 days, stay home and contact your healthcare provider for assessment. **Symptoms include:**

Cough	Headache	Difficulty Breathing
Chills and Body Aches	Shortness of Breath	Sore Throat
New Loss of Taste or Smell	Diarrhea	Nausea or Vomiting
- If COVID-19 positive, it requires 10 days of isolation with 72 hours of no fever to return to work.
- In the past 14 days, if you have been in close contact with anyone who displays the known symptoms above or has tested positive for COVID-19, please contact your immediate supervisor.

I COMMIT TO SOCIAL DISTANCING:

- Maximize space; stay at least 6 feet from others.
- Do not gather in large groups.

I COMMIT TO PROTECTING MYSELF AND OTHERS:

- Face masks must be worn by staff/students, PreK – adult. For children two years old – 2nd grade, a face shield is an acceptable alternative (also an alternative for students medically exempt).
- Wash your hands frequently with soap and water or use hand sanitizer.
- Cover coughs and sneezes.

Returning to Work After Symptoms:

- Clearance from their health care provider, per District Policy.
- Fever free (without the use of fever reducing medicine) for 72 hours and
- Other symptoms have improved and
- At least 10 days have passed since COVID-19 symptoms first appeared.

Employee Signature

Date

Employee Name

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

Board of Trustees: Grace Malson, Thomas Silva, Wesley Cagle, Matthew Felix, John Gordon



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Student Commitment to Safety

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Please read the protocols below and **initial** each one as your commitment to partner with us during this time. We can do this TOGETHER!

I COMMIT TO A DAILY SELF SCREENING:

- Temperature check; if at or above 100.4°, student will not be allowed at school and will be sent home.
- If student experiences any of the following symptoms, that are unusual for the student, in the last 14 days, student will not be allowed at school. **Symptoms include:**

Cough	Headache	Difficulty Breathing
Chills and Body Aches	Shortness of Breath	Sore Throat
New Loss of Taste or Smell	Diarrhea	Nausea or Vomiting
- If COVID-19 positive, it requires 10 days of isolation with 72 hours of no fever to return to school.
- In the past 14 days, if student has been in close contact with anyone who displays the known symptoms above or has tested positive for COVID-19, student is requested to stay home.

I COMMIT TO SOCIAL DISTANCING:

- Maximize space; stay at least 6 feet from others.
- Do not gather in large groups.

I COMMIT TO PROTECTING MYSELF AND OTHERS:

- Face masks must be worn by staff/students, PreK – adult. For children two years old – 2nd grade, a face shield is an acceptable alternative (also an alternative for students medically exempt).
- Wash your hands frequently with soap and water or use hand sanitizer.
- Cover coughs and sneezes with a tissue; cough or sneeze into the inside of your sleeve or elbow.

Returning to School After Symptoms:

- Fever free (without the use of fever reducing medicine) for 72 hours and
- Other symptoms have improved and
- At least 10 days have passed since COVID-19 symptoms first appeared.
- If tested positive but never developed symptoms: May return to school 10 days after the date of first positive test.

Parent Signature

Student Signature

Parent Name

Date

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

Board of Trustees: Grace Malson, Thomas Silva, Wesley Cagle, Matthew Felix, John Gordon



GJUESD Employee Daily Health Questionnaire 2020-2021

Please complete every morning that you are on campus or worksite by 8:30am.

Under order of the Public Health Officer, individuals must undergo a symptom check prior to coming and entering a work area. Please check your symptoms at home. Please answer all the questions below. If you answer YES to the last question, under order of the Public Health Officer you must stay home until 14 days after your last exposure or at least 10 days have passed since symptoms first appeared.

* Required

1. Please select the site you are working at today. *

- District Office
- Greer
- Valley Oaks
- River Oaks
- Lake Canyon
- Marengo Ranch
- McCaffrey
- Fairsite
- Maintenance/Transportation

2. First and Last Name *

Your answer

3. Phone Number or Extension you can be contacted at right now. *

Your answer

4. Do you have a temperature of 100.4 or greater? (If yes, you may not work on campus) *

Yes

No

5. Do you have any of these UNEXPLAINED symptoms? If yes, you should not work on campus and you should contact your medical provider. *

- Cough
- Shortness of breath or difficulty breathing
- Chills
- Fatigue
- Muscle or body aches
- Congestion or runny nose
- Sore throat
- Headache
- New loss of taste or smell
- Nausea
- Vomiting (unidentified cause, unrelated to anxiety or eating)
- Diarrhea

Yes

No

6. Have you been exposed to someone with COVID-19 in the past 14 days? *


Yes

No

Submit

Never submit passwords through Google Forms.

This form was created inside of Galt Joint Union Elementary School District. [Report Abuse](#)

 Forms

COVID-19 Testing for Teachers/Staff FAQ



Sacramento County is providing all teachers and school site staff access to dedicated, no-cost COVID-19 testing. This program is an important factor in being able to help to ensure COVID-19 cases are isolated to prevent outbreaks.

Where are the community based Free COVID-19 Testing sites?

MONDAY	8-4PM	Liberty Towers Church 5132 Elkhorn Blvd. Sacramento, CA 95842 Appointments: 916-583-8877 or https://libertytowers.setmore.com	9-5PM	La Familia Maple Neighborhood Center 3301 37th Ave., Room 7 Sacramento, CA 95824 (park on 36th Ave) Appointments: 916-990-1311 or https://lafamiliacovid.setmore.com
TUESDAY	8-4PM	Natomas Unified School District 1931 Arena Blvd. Sacramento, CA 95934 Appointments: 916-561-5253 or https://natomas.setmore.com	10-6PM	Cordova Neighborhood Church 10600 Coloma Rd. Rancho Cordova, CA 95670 Appointments: 916-361-8684 or https://folsomcordova1052.setmore.com
WEDNESDAY	8-4PM	Oak Hills Church 1100 Blue Ravine Rd. Folsom, CA 95630 Appointments: https://oakhills.setmore.com	9-5PM	Tetteh Pediatric Health 7248 S Land Park Dr., Suite 118 Sacramento, CA 95831 Appointments: http://bit.ly/TPH_CS_COVID19
THURSDAY	8-4PM	Chabolla Community Center 610 Chabolla Ave. Galt, CA 95632 Appointments: 209-366-7180 or https://galt5651.setmore.com	9-5PM	Robertson Community Center 3525 Norwood Ave. Sacramento, CA 95838 Appointments: 916-567-9567 or https://robertsonsc.setmore.com
FRIDAY	8-4PM	South Sacramento Christian Center 7710 Stockton Blvd. Sacramento, CA 95823 Appointments: 916-681-6791 or https://southsacchristiancenter.setmore.com	9-5PM	St. Paul's Missionary Baptist Church 3996 14th Ave. Sacramento, CA 95820 Appointments: (916) 573-3555 or https://stpaul039s3357.setmore.com

These testing sites are NOT for: travel clearance; surgery clearance (Contact your health care provider); people with severe fever, cough, or other symptoms. (Contact your health care provider); or, people that have tested positive for COVID-19 within 10 days of the testing date.

Can I bring my family members for testing?

- Yes, you can! Please sign up your family to get a testing appointment here:
https://www.saccounty.net/COVID-19/Pages/Symptom-Screening_MobileTestingSite.aspx

What should I bring with me?

- Any age with a form of identification with a name and a birthday.
- U.S. Citizenship or legal residency is not required.

I don't feel sick can I still come in?

- Yes, people with no symptoms or with mild/moderate symptoms can get tested at this site.
- However, people with severe symptoms should contact their healthcare providers.

What should I expect at my appointment?

- Anyone coming in for a test will be expected to maintain social distancing, and wear a face covering at the testing site. A mask will be made available if you don't have one.
- Bring a form of identification with a date of birth to check in at your appointment.
- A qualified healthcare provider will administer the nasal swab collection procedure.
- The test takes no more than 60 seconds from start to finish. You may be at the site longer to check-in, finish up registration and get prepared for your visit.

How will I get my results?

- If you test positive - a doctor will call you directly to notify you of your results and the next steps you should take. You will also receive an email from Stem Express with a copy of your results.
- If you test negative - Stem Express will email you with the status of your results.
- Provide both a phone number and an email address so we can get in touch with you quickly.
- All testing results are confidential.

What should I do if I test positive?

- Stay home, most people with COVID-19 have mild illness and can recover at home without medical care. Do not leave your home, except to get medical care. Do not visit public areas.
- Take care of yourself. Get rest and stay hydrated. Take over-the-counter medicines, such as acetaminophen, to help you feel better.
- As much as possible, stay in a specific room and away from other people and pets in your home. If possible, use a separate bathroom. If you need to be around other people or animals in or outside of the home, wear a cloth face covering.
- Monitor your symptoms. Trouble breathing is a more serious symptom that means you should get medical attention.

How is the virus spread?

- COVID-19 mainly spreads from person to person, similar to the flu. This usually happens when a sick person coughs or sneezes near other people and releases respiratory droplets. It may also be possible to get sick if you touch a surface that has the virus on it and then touch your mouth, nose, or eyes.

What are the symptoms of COVID-19?

- Symptoms typically start 4–5 days after exposure or infection. The symptoms are often indistinguishable from influenza (flu). The majority of patients have one or more of these symptoms: Fever, Cough, Feeling fatigued, Shortness of breath, Muscle aches/pains.

Are there medicines that I should or should not take for COVID-19?

- Currently, there are no medications specifically approved to treat or prevent COVID-19. There are over-the-counter medications to manage symptoms.

How can I protect myself and my loved ones from COVID-19?

- The California Department of Public Health recommends people take steps to prevent the spread of all respiratory viruses, including COVID-19 (coronavirus):
 - Wash your hands with soap and water or an alcohol-based hand sanitizer if soap and water are not available. Wash your hands frequently, for at least 20 seconds, and certainly after sneezing or before/after touching your face or a sick person. Avoid touching your face with unwashed hands.
 - Stay away from work, school and other people if you become sick with any respiratory symptoms like fever and cough. Do not travel while sick.
 - Avoid close contact with people who are sick. People who are sick should be in a room, with the door closed, to help prevent spreading the disease to other people.
 - Avoid touching your eyes, nose and mouth.
 - Cover your mouth and nose with a tissue or your sleeve (not your hands) when coughing or sneezing. If you are coughing and sneezing, isolate yourself away from others.
 - Clean and disinfect frequently touched surfaces at home, work and school.
 - Practice healthy habits: Get plenty of sleep, be physically active, manage your stress, drink plenty of fluids and eat nutritious food.

How long should I wait to re-test if I got a negative result? Should I re-test?

- If you test negative for COVID-19, you probably were not infected at the time your sample was collected. However, that does not mean you will not get sick. The test result only means that you did not have COVID-19 at the time of testing and you should still protect yourself. If you experience symptoms in the future, you should get retested if recommended by your doctor.
- For periodic routine testing, recommended frequency include testing all staff over two months, where 25% of staff are tested every two weeks, or 50% every month to rotate testing of all staff over time.



LCAP GOAL 3

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

1. CalSCHLS Survey 2020-21

Plan for Year Two Survey: New CalSCHLS Survey for 2020-21

During the last school year, the district administered the CalSCHLS survey to staff, parents and students. The CalSCHLS elementary student, secondary student, and parent Core Modules have been expanded this year to help districts better understand the impacts of COVID-19 and how best to support students' social, emotional, and academic needs. An example of a question on the Core Modules ask respondents whether students attend school in person every weekday (in-person instructional model), whether they participate in school remotely from home (remote instructional model), or whether they participate in school both remotely and in-person (hybrid instructional model). Based on responses to this question, survey respondents are directed to questions only relevant to their instructional model.

The expanded student Core Modules measure students' home educational routines, engagement and motivation in educational activities, quality of relationships with teachers and peers, and social emotional well-being. The items come from the [Learning from Home Survey](#) and the [Social and Emotional Health Module](#). The parent Core Module has been expanded to include questions about experiences, perceptions, and concerns about students not being able to attend school in person and the district's remote learning program.

With another three-year Local Control Accountability Plan (LCAP) cycle beginning for 2021-22 amidst changing and historic educational times, our plan is to administer the improved CalSCHLS survey by next February or March as part of the planning development process.



LCAP GOAL 4

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

1. Robert L. McCaffrey Middle School Track Progress

We are pleased with the construction process on the McCaffrey Middle School Track and Field. The synthetic track will be installed on top of the asphalt the week of October 26th. Installation of the inner sod field will follow. The project is expected to be completed the week of November 16th. We appreciate the collaboration and teamwork from PBK Architects and S+B James Construction.





OTHER REPORTS

- 1. Food Services**

Nick Svoboda, Food & Nutrition Supervisor

- 2. Williams Uniform Complaint Process Quarter 1 Report**

Karen Schauer Ed.D., Superintendent

GALT FOOD & NUTRITION SERVICES

MOBILE LUNCH PROGRAM

2020-2021 CURBSIDE SERVICE

FUNDING

- SSO-Seamless Summer Option
- Supper Meals
- Retro Active
- Income Applications
- Extended Deadlines
- September 1, 2020- June 30, 2021
- 3 sites with Enrichment Programs
- August 2020-Resubmitted Claim
- Down 101 families at three sites
- December 10th to adjust

THEME FOR THIS YEAR: STAND PROUD

- ❑ You Are Vital to This Community
- ❑ Go do your best
- ❑ Look for ways to improve our program
- ❑ Remember, students look to you as a role model



5 ELEMENTARY SITES & MCCAFFREY MIDDLE

All Food & Nutrition Staff: Every Day/All Day

Yard Staff- one or two at each site: packing,
serving, & traffic patrol

Custodians: setting up canopies, cleaning, &
sanitizing kitchens



SERVING HOT LUNCH & BREAKFAST FOR THE FOLLOWING DAY



PACKING MEALS IN A NEW WAY



NEW RECIPES

BAKED POTATO WITH CHEESE & BROCCOLI



PIZZA SANDWICH



CURBSIDE MON-FRI

Elem.

11:00am-1:00pm

McCaffrey

10:30am-12:00pm



MEAL CARDS

ALL CHILDREN IN THE
COMMUNITY 18 & UNDER



VISIT MOST CONVENIENT SITE
FOR ALL MEALS



A LETTER TO THE MARENGO RANCH LUNCH GODS!



POSSIBLE SERVICE MODELS= BLENDED DINNING EXPERIENCES

- ❑ Breakfast & Lunch Grab n' Go on campus
- ❑ Meals Served in Multi
- ❑ Meals Delivered to Classes
- ❑ Take Home Grab n' Go
- ❑ Hot cooked items, cold meals, and reheatable items



WRAP-UP

- ❑ We are wearing our PPE
- ❑ Packaging food
- ❑ Limiting curbside contact
- ❑ Focusing on serving our customers
- ❑ Smiling with our eyes!



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

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

SUBMITTER INFORMATION

Name

Person submitting form

Job Title

Phone Number

Include area code

E-mail Address

DISTRICT INFORMATION

School District

Year Covered by This Report

Quarter Covered by This Report

COMPLAINTS

Sufficiency of Textbooks

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

Emergency School Facilities Issues

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

Vacancy or Misassignment of Teachers

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

RESOLUTION OF COMPLAINTS

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

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

REPORT INCLUDES ALL COMPLAINTS FOR THIS QUARTER

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

Includes All UCP Complaints

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

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

RETURN INSTRUCTIONS

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