Galt Joint Union Elementary School District Board of Education

"Building a Bright Future for All Learners"

Regular Meeting May 15, 2024 6:00 p.m. Closed Session 7:00 p.m. Open Session Galt City Hall Chamber 380 Civic Drive, Galt, CA 95632

To join the webinar remotely:

https://galt-k12-ca.zoom.us/j/89910211437 Or One tap mobile : +16699006833,,89910211437# US (San Jose) +16694449171,,89910211437# US Webinar ID: 899 1021 1437

Or Telephone: 408-638-0968

AGENDA

Anyone may comment publicly on any item within the Board's subject matter jurisdiction to the Galt Joint Union Elementary School District Board of Education. However, the Board may not take action on any item not on this Board meeting agenda except as authorized by Government Code section 54954.2.

- Complete a public comment form indicating the item you want to address and give it to the board meeting assistant.
- Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item.
- Public comments emailed to <u>superintendent@galt.k12.ca.us</u> 24 hours before the board meeting will be posted on the GJUESD website with the agenda. Email public comment is limited to 450 words.
- The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease
 the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard.

Board of Education Meetings are recorded.

- A. 6:00 p.m. Closed Session Location: Galt City Hall Conference Room
- B. Announce items to be discussed in Closed Session, Adjourn to Closed Session
 - CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
 Agency Negotiator: Lois Yount, Claudia Del Toro-Anguiano, Kuljeet Nijjar, Alejandra Garibay
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Unrepresented Employees
 - 2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE §54957
- C. Adjourn Closed Session, Call Meeting to Order, Flag Salute, Announce Action Taken in Closed Session
- D. Presentations
 - 1. McCaffrey Middle School Environmental Club

E. Board Meeting Protocol

F. Public Comments for topics not on the agenda

Public comment is limited to three minutes or less, pending Board President's approval.

G. Communication

 Sacramento County Office of Education: 2023-2024 Second Period Interim Report

H. Reports

Local Control Accountability Plan (LCAP)

LCAP GOAL 1

Engaging learners in PreK-8 through a focus on equity, access, and academic rigor with inclusive practices in various learning environments.

1. Proposition 28 – Arts and Music in Schools Funding

LCAP GOAL 2

Promoting PreK-8 whole learner development through social and emotional learning opportunities in a variety of safe and supportive environments.

- 1. School Resource Officer Program
- 2. Facility Master Planning

OTHER REPORTS

- 1. City And Schools Together (CAST)
- 2. School Calendars

I. Routine Matters/New Business

232.498 Consent Calendar

a. Approval of the Agenda

MOTION

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

- 1) The Board, by a majority vote of the entire 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 before the date of this meeting, and at the preceding meeting, the item was continued to this meeting.

b. Minutes

April 17, 2024 Regular Board Meeting

c. Payment of Warrants

Vendor Warrants: 24478096-24478162; 24479540-24479612; 24481029-24481078; 24482058; 24482719-24482766;

Payroll Warrants: 04/30/24; 05/10/24

d. Personnel

- Resignations/Retirements
- Leave of Absence Requests
- New Hires/Reclassifications

- e. Donations
- Procare Therapy Non-Public, Non-Sectarian School/Agency Services Contract
- g. Disposal of Surplus Property Cafeteria Tables
- h. Disposal of Surplus Property John Deere Tractor Mowers

232.499	Consent Calendar (Continued) – Items Removed for Later Consideration	MOTION
232.500	Board Consideration of Approval of Hancock Park & DeLong School Facility Consulting Proposal for School Facilities Grant and Consulting Services	MOTION
232.501	Board Consideration of Approval of School Facilities Program Close- out Performance Audit for Valley Oaks Elementary School	MOTION
232.502	Board Consideration of Approval of School Facilities Program Close-out Performance Audit for River Oaks Elementary School	MOTION
232.503	Board Consideration of Approval of 19six Architects' Proposal for Professional Architectural and Engineering Services for New Classroom Building at Valley Oaks Elementary School	MOTION
232.504	GJUESD Sunshine Proposal for the Fiscal Year 2024-25 with California School Employees Association (CSEA) - Public Notice	PUBLIC NOTICE
232.505	GJUESD Sunshine Proposal for the Fiscal Year 2024-25 with Galt Elementary Faculty Association (GEFA) - Public Notice	PUBLIC NOTICE
232.506	Galt Elementary Faculty Association (GEFA) Notice for the Fiscal Year 2024-25 with the Galt Joint Union Elementary School District	PUBLIC NOTICE

- **232.507** First Reading of the following Board Policies:
 - 1. BP 3516 Emergency and Disaster Preparedness Plan
 - 2. BP 4118 Dismissal/Suspension/Disciplinary Action
 - 3. BP 4140/4240/4340 Bargaining Units
 - 4. BP 4157/4257/4357 Employee Safety
 - 5. BP 4218 Dismissal/Suspension/Disciplinary Action
 - 6. BB 9320 Meetings and Notices
 - 7. BB 9323.2 Actions by the Board
 - 8. BP 5144 Discipline
 - 9. BP 6141.2 Recognition of Religious Beliefs and Customs
 - 10. BP 6175 Migrant Education
 - 11. BP 3550 Food Service/Child Nutrition Program
 - 12. BP 3551 Food Service Operations/Cafeteria Fund
 - 13. BP 3553 Free and Reduced Price Meals

FIRST READING

- 11. BP 3550 Food Service/Child Nutrition Program
- 12. BP 3551 Food Service Operations/Cafeteria Fund
- 13. BP 3553 Free and Reduced Price Meals
- 14. BP 3555 Nutrition Program Compliance
- 15. BP 5126 Awards for Achievement
- 16. BP 4111/4211/4311 Recruitment and Selection

J. Public Comments for topics not on the agenda

Public comment is limited to three minutes or less, pending Board President's approval.

K. Pending Agenda Items

L. Adjournment

The next regular meeting of the GJUESD Board of Education is June 18, 2024

Board agenda materials are available for review at the address below. Individuals who require disability-related accommodations or modifications, including auxiliary aids and services, to participate in the Board meeting should contact the Superintendent or designee in writing.

Lois Yount, District Superintendent
Galt Joint Union Elementary School District
1018 C Street, Suite 210, Galt, CA 95632
superintendent@galt.k12.ca.us

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:	April 17, 2024	Agenda Item: Closed Session
Presenter:	Lois Yount	Action Item: XX

1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6

Agency Negotiator: Lois Yount, Claudia Del Toro-Anguiano, Kuljeet Nijjar, Alejandra Garibay

- Employee Agency: (GEFA) Galt Elementary Faculty Association
- Employee Agency: (CSEA) California School Employee Association
- Non-Represented Employees

2. F	PUBLIC	EMPLOYEE	DISCIPLINE	/DISMISSAL	/RELEASE	\$54957
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Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date:	May 15, 2024	Agenda Item: Presentat	ion
Presenter:	Lois Yount	Action Item: Information Item:	XX
1. McCaffre	y Middle School Environmental Clu	ıb	



BOARD MEETING PROTOCOL

SESSION INTRODUCTION

- 1. The meeting is being recorded.
- 2. The meeting is open to the public.
- 3. The meeting is being broadcast live through Zoom teleconference.

PUBLIC COMMENT

- 1. Public comments are three minutes per agenda item.
- 2. The Board shall limit the total time for public comment for each agenda item to 20 minutes.
- 3. With Board consent, the Board President may increase or decrease the time allowed for public comment.
- 4. To make a public comment in person, complete a public comment form indicating the item you would like to address and give it to the board meeting assistant.

EMAIL PUBLIC COMMENT

- Public comments emailed to <u>superintendent@galt.k12.ca.us</u> 24 hours before the board meeting will be posted to the GJUESD website with the agenda.
- 2. Email public comment is limited to 450 words.

BOARD VOTE AND CONNECTIVITY

- 1. Each motion will be followed by a roll call vote for action items.
- 2. Should a board member attend the meeting remotely and lose connectivity by teleconference or phone, the meeting will be delayed five minutes.

REGULAR BOARD MEETINGS SHALL BE ADJOURNED BY 10:30 P.M.



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:	May 15, 2024	Agenda Item: Com	nunication
Presenter:	Lois Yount	Action Item: Information Item:	xx
1. Sacrame	ento County Office of Education: 2023-2	024 Second Period Interi	m Report





David W. Gordon Superintendent

April 16, 2024

Board of Education

Lois Yount, Superintendent Galt Joint Union Elementary School District 1018 C Street, Suite 210 Galt, CA 95632

Bina Lefkovitz President

O. Alfred Brown, Sr. Vice President

SUBJECT: 2023-2024 Second Period Interim Report

Joanne Ahola

Dear Superintendent Yount:

Mariana Corona Sabeniano

Heather Davis Harold Fong, MSW

Paul A. Keefer, MBA, Ed.D.

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

(916) 228-2500 www.scoe.net

- The multi-year projections provided indicate that the Unrestricted General Fund balance will decrease by \$2,999,260 in 2023-2024, decrease by \$2,801,016 in 2024-2025, and decrease by \$600,472 in 2025-2026.
- The district is projecting a decrease of 5 ADA in 2023-2024, and no changes for 2024-2025 and 2025-2026.

We would like to thank your staff for their cooperation during our review process. If you have any questions or concerns regarding this review, please feel free to call Sharmila LaPorte at (916) 228-2294.

Sincerely,

David W. Gordon

Sacramento County Superintendent of Schools

DWG/NS/sl

Traci Skinner, Board President, GJUESD CC: Alejandra Garibay, Chief Business Official, GJUESD Dr. Nancy Herota, Deputy Superintendent, SCOE Nicolas Schweizer, Associate Superintendent, SCOE Sharmila LaPorte, District Fiscal Services Director, SCOE



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:	May 15, 2024	Agenda Item: Reports
Presenter:	Lois Yount	Action Item: XX

LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)

LCAP GOAL 1

Engaging learners in PreK-8 through a focus on equity, access, and academic rigor with inclusive practices in various learning environments.

1. Proposition 28 – Arts and Music in Schools Funding

LCAP GOAL 2

Promoting PreK-8 whole learner development through social and emotional learning opportunities in a variety of safe and supportive environments.

- 1. School Resource Officer Program
- 2. Facility Master Planning

OTHER REPORTS

- 1. City And Schools Together (CAST)
- 2. School Calendars



Local Control Accountability Plan (LCAP)

The Galt Joint Union Elementary School District (GJUESD) has gathered feedback from multiple educational partners and the community in developing a strategic three-year plan to provide a well-rounded education that centers on the whole child and supports for all staff.

Local Control Accountability Plan (LCAP) Draft Goals and Actions May 2024

The Galt Joint Union Elementary School District (GJUESD) has gathered feedback from multiple educational partners and the community in developing a strategic three year plan to provide a well rounded education that centers on the whole child and support for all staff.

GJUESD's two LCAP goals serve to focus our efforts to provide for the social, emotional and academic aspects of learning for children and adults in our community.

1. Engaging all learners with a focus on academic rigor using inclusive practices in a variety of learning environments

Actions:

- Provide direct services to high needs families through a comprehensive School Readiness Program: parent education and a home visitation program.
- Attract and retain TK-8 certificated staffing for regular and special education classrooms. Provide specialized support with an emphasis on building more inclusive environments by providing each school with a Resource Specialist teacher. Certificated staff will provide Designated and Integrated English Language Development (ELD) to support English proficiency for English Learners (ELs) and Long Term English Learners (LTELs).
- All intern teachers and teachers in the Induction Program will be provided with a mentor to support professional growth and retain a clear credential.
- School administration staffing to prioritize high quality instructional programs at the site and district level.
- Further reduce TK-3 class size to 20:1 to more effectively implement services for high needs learners through increased time for personalized instruction and support for individual growth in reading, mathematics and ELD.
- Support the implementation of an AVID program at the middle school targeting high needs students with a focus on college and career pathways and expand AVID into the elementary schools for 6th grade.
- Provide Instructional Assistant (IA) support for high needs students in early reading.
 Additional personalized bilingual IA support for English Learners in grades TK-3,
 newcomers and Long Term English Learners in grades 4th-8th. Increase access and
 inclusion for learners with special education services through IA support during
 mainstreaming; increasing early intervention efforts at PreK.
- Continue to develop the PreK-8 Dual Language Immersion (DLI) program and provide professional development for bilingual teachers and IAs serving the program.

- Hold academic conferences and MTSS meetings with grade levels and learner support teams to analyze and review student data and identify student needs.
- All staff participate in professional learning with a focus on student growth, well-being and safety. Increase capacity building related to curriculum, instruction (to include designated and integrated ELD), assessment, and data analysis. Continued support will be provided with the implementation of social emotional learning.
 Continue with ELD professional learning that focuses on sites that have a higher concentration of ELs and LTELs.
- Bright Future Home Learning Academy provides in-person and online learning for students through enrichment opportunities and a learning hub for academic support. Alternative Program at McCaffrey Middle provides students with a smaller class size to support academic and social-emotional needs.
- Ensure that all students have access to material and curriculum aligned to California content standards and that all general education and special education teachers have the needed instructional resources.
- All students will have access to online learning courseware including English Learners, low income, homeless and foster youth.
- Provide 1-to-1 student mobile devices and classroom technology to strengthen youth voice and choice in blended learning environments and innovation opportunities and ensure availability of wifi for students with little or no internet access at home.
- Increase parent engagement and participation in their children's education and improve home-school communication.
- Provide transportation services to increase attendance rates and access to after school programs and summer learning opportunities.
- Provide college and career readiness lessons in grades 5-8 through the development of an agriculture program.
- Parents of unduplicated students will be represented at all stakeholder meetings (DAC, ELAC, DELAC, listening circles, surveys, and teacher/parent talks) to promote parent participation in programs for unduplicated students.
- At least five opportunities for stakeholder participation and involvement in the district's LCAP process to provide feedback will be provided by the district in both English and Spanish (DAC, DELAC, SpEd PAC).
- 2. Promoting PreK-8 whole learner development through social and emotional learning opportunities in a variety of safe and supportive environments.

Actions

 Sustain a Social Worker or School Counselor in every school to provide mental health services, social emotional, behavior and academic support within the MTSS framework. A wellness center at the middle school will support students who have individual needs.

- Student safety and well-being will be supported by the School Resource Officer (SRO) program.
- Expanded Learning and Enrichment Programs, will support learners at all school sites and offer a variety of expanded learning and culturally relevant enrichment opportunities (sports, music, art, STEAM, environmental education, etc.) during and after the school day. District-wide enrichment opportunities will be coordinated by The Environmental Outdoor Education Coordinator and the Visual and Performing Arts District Coordinator.
- Ensure all facilities are safe, well-maintained and clean.
- All schools will implement the Second Step SEL curriculum with students in PreK-8 and participate in identifying/building on students' talents and strengths.



LCAP GOAL 1

Engaging learners in PreK-8 through a focus on equity, access, and academic rigor with inclusive practices in a variety of learning environments.

1. Proposition 28 – Arts and Music in Schools Funding

Lois Yount, Superintendent, and Alejandra Garibay, Chief Business Official



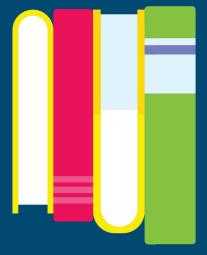
What is Prop 28?

Galt Joint Union Elementary School District

May 15, 2024

How can we these funds?

sculpture, photography, craft arts, creative expression including graphic arts and supplies, materials, and arts educational partnership programs for instruction in "Arts education program" includes (but is not limited to) instruction and training, dance, media arts, music, theatre, and visual arts including folk art, painting, design, computer coding, animation, music composition, ensembles, script writing, costume design, film, and video.



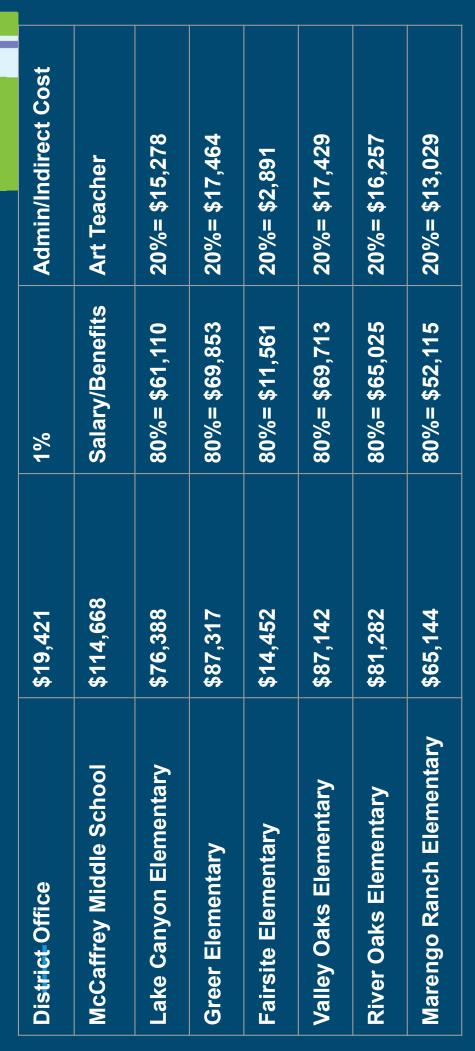
Restrictions on how schools can use funding?

- All funds allocated for a school site, must be spent at that site.
- 80% expended will be used to employ certificated or classified employees.
- Up to 20% can be used for training, supplies, materials and arts educational partnerships programs, which includes outside contractors.
- No more than 1% can be used for indirect costs/administrative costs.

Can a district reallocate funds from one school to another school?

- No, the law mandates that funding must be used in the allocated school site.
- However, you can share staff with sites to be able to fund positions with **Prop** 28.
- receiving services; for example a VAPA Coordinator would support all District-wide positions can also be funded by sites if all sites are students and schools. 0

Funding by Site



Questions

Link to FAQs

Proposition 28—Arts and Music in Schools FAQs - Transforming Schools: Superintendent's Initiatives (CA Dept of Education)



LCAP GOAL 2

Promoting PreK-8 whole learner development through social and emotional learning opportunities in a variety of safe and supportive environments

1. School Resource Officer Program

Lois Yount, Superintendent

Collectively, the SRO positions serve the GJUESD and Galt Joint Union High School District (GJUHSD) to promote safety in the learning environment. Brian Kalinowski, Police Chief, will provide a report.

2. Facility Master Planning

Lois Yount, Superintendent

On August 16, 2023, the Board of Trustees approved a contract with 19six Architects for facility master planning services. For the past eight months, the team from 19six has thoroughly examined all campus facilities and met with the Districts' facility steering committee to develop comprehensive facility master planning documents to serve the District in the coming years.

As funding becomes available to upgrade and improve school facilities, these planning documents will be extremely useful to determine priorities.

The steering committee consisted of staff and/or parents representing each school campus. School administrators also received feedback from their parents and staff through leadership meetings and various parent meetings.



JOINT UNION ELEMENTARY SCHOOL DISTRICT

GALT

DISTRICT FACILITIES MASTER PLAN

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT



2024
FACILITIES
MASTER PLAN

ACKNOWLEDGMENTS ACKNOWLEDGMENTS

GALT JUESD SCHOOL PRINCIPALS

Carlos Castillo, Robert L. McCaffrey Middle School
Tina Homdus, River Oaks Elementary School
Jennifer Porter, Marengo Ranch Elementary School
Laura Marquez, Fairsite Elementary and Early Learning Center
David Nelson, Valley Oaks Elementary School
Stephanie Simonich, Vernon E. Greer Elementary School
Judi Hayes, Lake Canyon Elementary School

GALT JUESD DISTRICT LEADERSHIP

Lois Yount, Superintendent
Alejandra Garibay, Chief Business Official
Stan Sagert, District Maintenance
Claudia Del Toro-Anguiano, Director of Curriculum
Kuljeet Nijjar, Director of Educational Services

ARCHITECTURAL/ENGINEERING TEAM

19six Architects The Engineering Enterprise, Electrical

STEERING COMMITTEE

Lois Yount

Alejandra Garibay
Stan Sagert
Omar Anzaldua
Laura Marquez
Jennifer Porter
Fred Sheldon
Carlos Castillo
Tina Homdus
David Nelson
Mariana Alvarez-Parga



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O T EXECUTIVE SUMMARY

CONDITION ASSESSMENTS

16	17-18	19-20
Condition Assessment: Summary	Site Inventory	Condition Assessment: Photos

3 STAKEHOLDER ENGAGEMENT

24-26
Stakeholder Engagement

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34 school site needs & planning

O4 | SCHOOL SITE NEEDS & PLANNING

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Facility Assessment..... Existing Utilization Site Plan Stakeholders' Input..... Proposed Project List..... Proposed Master Plan Conclusion

Robert L McCaffrey Middle School

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Facility Assessment..... Existing Utilization Site Plan Stakeholders' Input..... 148 152 154 159 160 162

School Site Description......146 Fairsite Elementary & Early Learning Center

Facility Assessment..... Existing Utilization Site Plan Stakeholders' Input..... Proposed Project List..... Proposed Master Plan Conclusion.....

Proposed Master Plan Proposed Project List.....

Conclusion

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DISTRICT OVERVIEW

The Galt Joint Union Elementary School District includes six (6) elementary schools and one (1) middle school. They serve approximately 3,550 students in grades Preschool through 8th. The district employs approximately 550 staff members and is the largest employer in the City of Galt with a population of approximately 26,000. The District serves a very diverse population of students, in which they provide many programs to support the needs of their community. They emphasize learning experiences to support their students strengths, talents and interests including social and emotional support initiatives. They offer a wide range of programs including preschool, music, Dual Language Immersion, and after school expanded learning program.

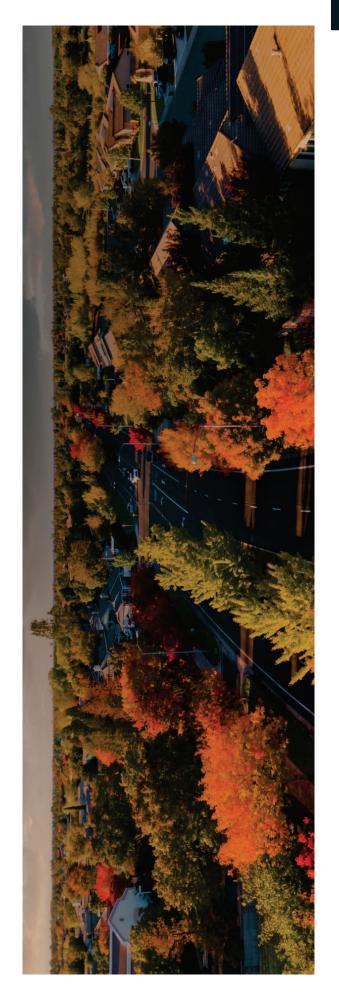
ELEMENTARY SCHOOLS

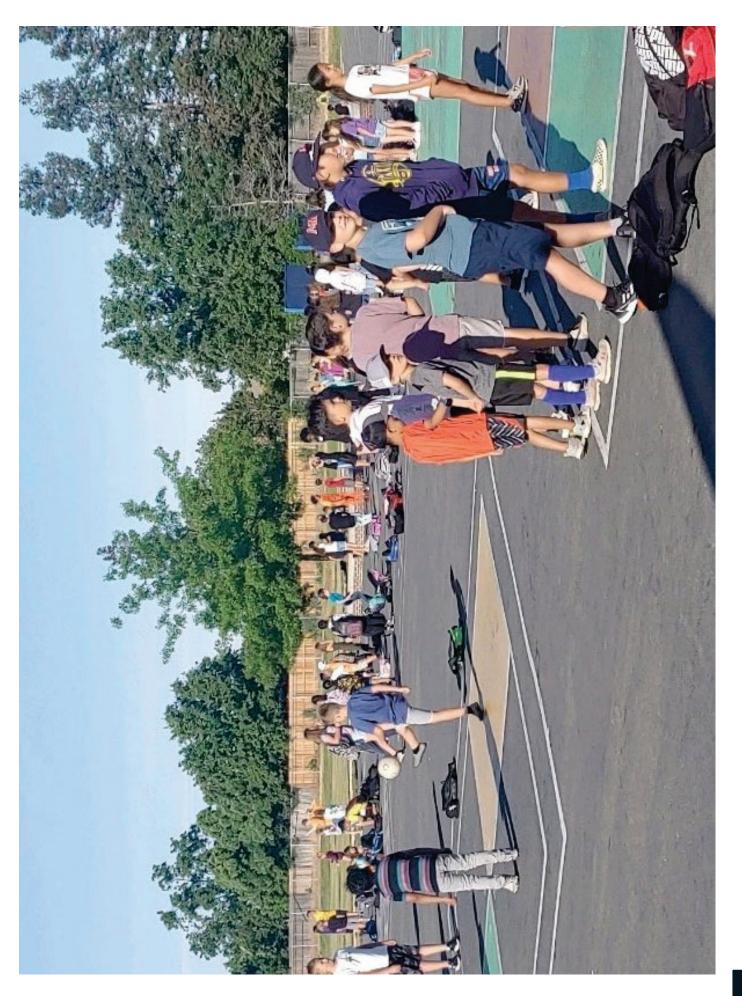
Lake Canyon Elementary School - 800 Lake Canyon Ave, Galt, CA 95632 Marengo Ranch Elementary School - 1000 Elk Hills Dr, Galt, CA 95632 River Oaks Elementary School - 905 Vintage Oak Ave, Galt, CA 95632 Vernon E Greer Elementary School - 248 W A St, Galt, CA 95632 Valley Oaks Elementary School - 21 C St, Galt, CA 95632

Fairsite Elementary & Early Learning Center - 902 Caroline Ave, Galt, CA 95632

MIDDLE SCHOOLS

Robert L McCaffrey Middle School - 997 Park Terrace Dr, Galt, CA 95632





GUIDING PRINCIPLES

NOS/

MISSION

Our school create safe learning environments that provide equitable access to engaging opportunities for all children. We foster learning environments for collaboration, creativity, and critical thinking to ensure children are successful in their future.

The mission of our school district is to promote growth and achievement through innovative educational programs that integrate personal strengths, social, emotional and academic learning for all children.

LCAP GOALS

LOCAL CONTROL ACCOUNTABILITY PLAN

2023 LCAP Goals:

1. Engaging the Prek-grade 8 learner through a focus on equity, access, and academic rigor with inclusive practices in a variety of environments.

2. Providing Prek-8 whole learner development through social and emotional learning opportunities in a variety of safe and supportive environments.

STUDENT SUCCESS

To enable academic and social success, all GJUESD students will demonstrate growth in these attributes:

- Acquire and effectively apply knowledge
 - Positive outlook
- Skills needed for goal setting
 - Positive relationships
- Responsible decisions













FACILITIES MASTER PLAN PURPOSE

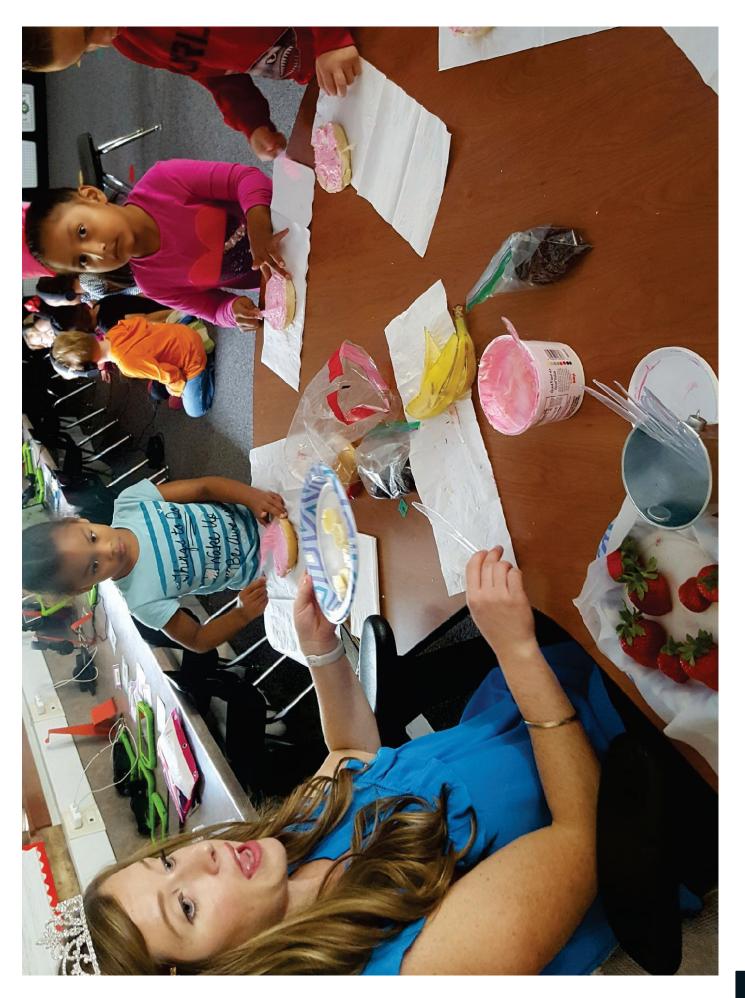
The Galt Joint Union Elementary School District Master Plan is a comprehensive road map to the facilities strategies that will support the mission and objectives of the district. This Facilities Master Plan (FMP) outlines a strategic framework to achieve educational and programmatic objectives within the constraints of existing properties and financial projections.

The plan addresses critical areas the creation of outdoor learning spaces, new shade, addition of gender-neutral restrooms, and the replacement of aging structures modernization, and site work necessary to fulfill the District's standard educational requirements for their Pre-school - 8 students. The plan provides flexibility for the future and includes repair, replacement, or upgrade of existing assets to match the expected performance of new construction. The Master Plan also recognizes (relocatable buildings) and ensuring equity across all campuses. The Master Plan identifies strategies and implementation priorities for the new construction, the District's LCAP goals and understands, they would like expanded learning and summer services that prioritize learning acceleration for learners in Pre-school - 8, continue to develop and expand dual language immersion (DLI) programs for preschool-kindergarten and increase Career Technical Education (CTE) and art programs. Throughout the planning process, common themes emerged from the data collected from users, campus administration, and executive leadership describing high-level, oint needs and goals across the district.

COMMON OBJECTIVES DISTRICT-WIDE

- Develop outdoor learning spaces for teaching, recreation, and curricular activities
- Provide shade structures throughout all school sites
- Modernization of aging facilities
- Need for additional parking & traffic flow reconfiguration
- Critical need to replace portables which are operating far beyond their lifespan
- Gender-neutral restrooms & inclusive spaces (special education, calming rooms, teacher/student wellness rooms)
- Upgrades to student play structures
- Provide improvements performing arts program spaces: storage, outdoor stages

Along with an objective assessment of the quality and capacity of the existing facilities, the District will have a continuous basis for planning, allocating facility resources, and anticipating future educational needs. It ensures that Galt Joint Union Elementary School District will continue to offer premier This Master Plan not only acts as a strategic road map for future developments but also supports informed decision-making and a practical action plan. educational facilities that align with both curricular and strategic objectives, thereby supporting the best possible educational outcomes for all students.



FACILITIES MASTER PLAN PROCESS

FACILITIES ASSESSMENT

representatives to strategize the process document the entire campus to determine facilities roofing and HVAC replacement information as well as recommendations 19six Architects met with District the priority of needs. Each building on each campus was evaluated for condition and campus-specific strengths, issues and challenges were documented and brought back to the steering committee to discuss as a team. Sites were evaluated considering parking, traffic flow for drop turf play areas, site drainage, adequacy of shade, and site accessibility. The District and then visited each of the sites to off and pick up, adequacy of hard court and also provided archive information and for the Architect's use

EVALUATION AND PLANNING

discussion. 19six Architects worked with the ensure that the recommendations are in by faculty, parents, and stakeholder input needs of each site. Based upon the results of the Facilities Assessment and discussions with project stakeholders regarding campus which required major modernization, and These were identified on the Concept Site mprovements incorporated into the proposed ultimate design. The District met with stakeholders from each campus reconvened with the architects to discuss feedback. Refined Schematic Site Plans and to the proposed scope were prepared and District and staff throughout this process to In addition to individual site assessments, the District and the Architect facilitated stakeholder meetings for both staff and community representatives for each school. Additionally, information was gathered through a series of surveys to determine the site Plans. In the Facilities Assessment phase, the team identified buildings which equired little or no work, buildings which equired minor modernization, buildings ouildings recommended for demolition. Plans and any new structures or other to evaluate the proposed site plans and related Preliminary Project Budgets related brought to the committee for review and goals, the Architect developed Conceptual

PRIORITIZATION

Initial planning was performed to identify all needs and from a broad perspective consider goals and strategies with the unconstrained mindset of "What if we could do everything needed or wanted?" Then considering the estimated budgets associated with the resulting ideas, the team began a process of determining which projects and proposals were most important in alignment with the district's priorities and objectives. The goal was to create a prioritized list, overall and by campus, and draw a line on the list where projects met or did not meet the district's priorities and objectives.

BOND PLANS

The District sent out surveys to the residents of Galt testing the waters to see if they should go out for a bond in November 2024. The district reported back that the surveys came back positive and supportive of a bond. The Board will make the final decision if they go out for a bond this year.















GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

EVELS OF MODERNIZATION

The following describes scope of the varying levels of modernization to take place at campus facilities, as identified in the conceptual planning phase later in this document.

LIGHT MODERNIZATION OF EXISTING BUILDING

- Protect (E) Conditions
- Interior Paint
- Replace Flooring Non Wet Areas
- New Tackable Walls (2) Walls
- Replace HVAC Equipment In Kind
- Replace Building/ Site EMS/ BMS
 Replace Building/ Site Fire Alarm
- Replace Building/ Site PA/ Clock/ Bell

MID LEVEL MODERNIZATION OF EXISTING BUILDING

- Protect (E) Conditions
- Interior Partitions
- Interior Doors
- Interior Finishes
- Misc. Specialties (casework, program, etc)
- Plumbing
- Replace HVAC Equipment In Kind
- Add HVAC Distribution
- Replace Building/ Site EMS/ BMS
- Lighting
- Power Convenience Only
- Data 6 drops per room
- Audio/Visual/Technology
- Replace Building/ Site Fire Alarm
- Replace Building/Site PA/Clock/Bell

FULL MODERNIZATION OF EXISTING BUILDING

- Protect (E) Conditions
- Structural/Seismic Mandates
- New Exterior Fenestations/ Finishes
- Interior Partitions
- Interior Doors
- Interior Finishes
- Misc. Specialties (casework, program, etc)
- Fire Protection
- Plumbing
- Replace HVAC Equipment In Kind
- Add HVAC Distribution
- Replace Building/ Site EMS/ BMS
- Lighting
- Power Convenience Only
- Data 6 drops per room
- Audio/ Visual/ Technology
- Replace Building/ Site Fire Alarm
- Replace Building/ Site PA/ Clock/ Bell
- Replace Building/ Site PA/ Clock/ Bell





CONDITION ASSESSMENT: SUMMARY

A pivotal aspect of the FMP data collection process entails conducting thorough site observations and assessing the existing conditions. This assessment initiative commences with gaining insight into the current campus layout and the utilization of existing spaces. The assessments serve the dual purpose of determining the feasibility of modifying or repurposing buildings or spaces to accommodate present or future functions, as well as estimating the costs associated with modernization The process included site walks and drawing review by electrical engineers, as well as the architectural team. Following a comprehensive review of existing blueprints and or repurposing efforts. Furthermore, these assessments may provide justification for the removal of buildings or sections thereof to facilitate new construction projects. As-Built documents provided by the District, our team developed utilization plans to document an inventory of spaces, their functionalities, dimensions, configurations, and spatial relationships. Physical inspections were also conducted to evaluate the overall condition of facilities and sites.

The condition assessment process examined all school site facilities, evaluating the site against key areas such as:

- Accessibility: high-level observations of restrooms, casework, doors, walkways, etc.
- Building Exterior: Doors, windows, roof quality, painting, etc.
- Building Interior: Interior finish materials (paint, ceilings, for example)
- Building Security: Single-point-of-entry, access control hardware
- Electrical: Power adequacy/availability
- Mechanical: Heating, Ventilating and Air Conditioning systems
- Aesthetic

These components were organized in a matrix, that also includes the each building's age, year of the last modernization, and an overall scoring. The evaluations resulting from these assessments were instrumental in shaping campus development options and estimating costs related to site and facility enhancements.

SITE INVENTORY

program. The intent of this matrix is to itemize the programs provided on a campus-by-campus basis to assist in identifying current and future needs as the student demographic and curriculum continues to evolve. This comparison chart outlines the 2023-2024 student and staff population and the current utilization of school facilities, including quantity and area allotment by

	FAIRSITE ES	VERNON E GREER ES	LAKE CANYON ES	MAKENGO KANCH ES	RIVER OAKS ES	VALLEY OAKS ES	MCCAFFREYMS
ROOM TYPE	284 Students	528 Students	463 Students	475 Students	518 Students	514 Students	768 Students
SECURIOR ESTATEMENT SECURIOR S	62 Administrators/Teachers	75 Administrators/Teachers	bb Administrators/Teachers	bs Administrators/Teachers	/9 Administrators/Teachers	/3 Administrators/ leachers	82. Administrators/ Teachers
DIAL-LANGUAGE IMMERSION CLASS							
AVID (PROGRAM, RESOURCES)							1 [1,2575F]
Seria di Massilla	2 [01.4 SE 1200 SE 1 224 SE]	6 1051 SE 050 SE 070 SE 070 SE	1 1065 50	1 [030 55]	1 [920 SE] (IA) 6 [900 SE 965 SE 1000 SE 945 SE 150 SE	(P3 v5) [35 P36 35 898 35 U96] E	8 [988 SF, 382 SF, 957 SF, 1,008 SF, 920 SF, 406 SF, 1,003
\neg			the second a	transport or contra	the country of	the state of the s	SF, 970 SF] / 1 [979 SF]
(RSY) RESOURCE SPECIAL PROGRAM OCCIDATIONAL THERADY			[48.08] I	Z [939 St, 964 St]	1 (9/03F)	3 (819 SF, 415 SF, 862 SF)	
PSYCHOLOGIST	1[800SF]	1 [224 SF]		1[115 SF]	1 [119SF]		
7 COUNSELOR / SOCIAL WORKER	1 [950SF]	2 [230 SF, 630 SF]		2 [116 SF, 956 SF]	1 [970 SF] / 1 [970 sf]	1 [862 SF]	1 [200 SF]
BEHAVIOR TECHNICIANS AND BEHAVIOR ANALYSTS				1 [962 SF]			
NURSE ROOM/HEALTH OFFICE	1 [800SF]	1 [150 SF]	1 [237 SF]	1[198F]	1 [255SF]	1 [Need As-Built Dwg]	1 [207 SF]
10 SPEECH	1 [886 SF]	1 [760 SF]	1 [965 SF]	1[960SF]	2 [84 SF, 84 SF]	1 [833.815F]	1 [969 SF]
SPECIAL DAY CLASS (MCCAEE BEYON) VI							11933 561
							(in sec)
Т				1 [1,022 SF]	1 [960 SF]		
14 CALMING ROOM							
15 BEHAVIORIST							
16 EXPANDED LEARNING	1 [920SF]	3 [984 SF, 991 SF, 981 SF]		3 [1,022 SF, 1,022 SF, 1,022 SF]		1 [394 SF]	3 [944 S F, 944 S F. 962 S F]
17 TOSA (TEACHER ON SPECIAL ASSIGNMENT)			1 [965 SF]	•	1 [992 SF]	1 [300 SF]	
18 LAS (LEAKNING ASSESSMENT STRIEM)						1 (86.2 SF)	
0					1 [3603F]	1 [303 3F]	
20 GRADE 1-8 STUDENT RESTROOMS		6 [280 SE 280 SE 126 SE 136 SE 235 SE 235 SE]	6 [214 SF 214 SF 238 SF 323 SF 287 SF 263 SF]	10 [200 SF, 200 SF, 200 SF, 200 SF, 239 SF, 58 SF,	9 [239 SF, 239 SF, 15	6 [233 SE 233 SE 149 SE 149 SE 175 SE 175 SE]	10 [279 SF, 316 SF, 225 SF, 190 SF, 303 SF, 279 SF, 152 SF
				S8 SF, 207 SF, 207 SF,	1875F, 187 SF]		65 SF, 170 SF, 170 SF]
_				(level)	5 [97 35, 56 35, 72 35]		20 19 051 32 09 38 09 38 191 38 381 38 09 38 191 01
22 STAFF RESTROOMS	1 [123 SF]	6 [60 SF, 60 SF, 126 SF, 126 SF, 225 SF, 225 SF]	4 [167 SF, 167 SF, 70 SF, 70 SF]	5 [75 SF, 75 SF, 75 SF, 75 SF, 120 SF]	3 [48 SF, 45 SF, 82 SF]	5 [40 SF, 40 SF, 57 SF, 120 SF, 120 SF]	SF, 122 SF, 122 SF]
					1 [960SF]		
							1[974 SF]
24 ADMIN BUILDING	1 [1.848.5F]	1 [426 SF] 1 [4.124 SF]	1 [262 SF] 1 [4838 SF]	1[7845F] [2,7085F]	1 [2.577 SF]	1 [246 SF] 1 [1.624 SF]	15.339.SF
	3 72 303 SE	2 62% 55 331 55	5 (360 SE 450 SE 450 SE 450 SE	5 1359 SE 359 SE 777 SE 214 SE 371 SE	153858	7 1861 SE 956 SE 120 SE 120 SE 341 SE 349 SE 956 SE	11100556
26 SIAHF KIICHEN RESTROOM CLASSROOM SPACES		1 [105 54]		1[7845F]	1 [955F]	1575FJ	1[116 3F]
STANDON OF THE PARTY OF THE PAR	9 [974 SF, 974 SF, 1,216 SF, 1,216 SF, 1,037 SF, 984 SF,						
	1,020 SF, 952 SF, 937 SF]						
28 PRESCHOOL STORAGE/POD	2 [123 SF, 82 SF]						
29 SPED CLASSROOMS	4 [914 SF, 914 SF, 1,209 SF, 1,224 SF]	6 [951.SF, 950 SF, 970 SF, 970 SF]	2 [948 SF, 960 SF]	1[939SF]	1[970 SF] (IA), 6[900 SF, 965 SF, 1000 SF, 945 SF, 150 SF]	3 [860 SF, 868 SF, 864 SF] (Sp. Ed.)	8 [988 SF, 382 SF, 957 SF, 1,008 SF, 920 SF, 406 SF, 1,003 SF, 970 SF] / 1[979 SF]
30 TK/PRESCHOOL /SPED PRESCHOOL PLAYGROUND	1 [1,820 SF]						
31 KINDER GARTEN CLASSROOMS		3 [1,1215F, 1,121 SF, 1,169 SF]	2 [1,601 SF, 1601 SF]	3 [1,330 SF, 1330 SF, 1,000 SF]	2 [1,358 SF, 1,358 SF]	4 [4,365 SF]	
32 KINDERGARTEN OFFICE/POD		1 [497 SF]	1 [470 SF]	1[214SF]	2 [228 SF, 183 SF]		
33 KINDERGARTEN/PRESCHOOL/SPED PRESCHOOL RESTROOMS	12 [84 SF, 84 SF, 85 SF	4 [60 SF, 60 SF, 60 SF, 60 SF]	2 [49 SF, 49 SF]	2 [54 SF, 54 SF]	2 [46 SF, 46 SF]	2 [69 SF, 69 SF]	
34 STANDARD CLASS ROOMS GRADES 1 THRU 8		19	19	a	18	π	25 [985 SF, 981 SF, 940 SF, 1,1005 SF, 969 SF, 977 SF, 1,238 SF, 967 SF, 451, SF, 465 SF, 1,125 SF, 977 SF, 978 SF, 1,1007 SF, 956 SF, 987 SF, 988 SF, 1,002 SF, 920 SF, 921 SF, 1,1003 SF, 994 SF, 974 SF, 1,013 SF, 978 SF
		3 [933 SF, 915 SF, 956 SF]	3 [938 SF, 933 SF, 960 SF]	3 [955 SF, 955 SF, 967 SF]	3 [964 SF, 934 SF, 968 SF]	3 [760 SF, 863 SF, 766 SF]	
36 GRADE 2			5 [939 SF, 950 SF, 960 SF, 948 SF, 948SF]	3 [1,000 SF, 967 SF, 943 SF]	4 [987 SF, 965 SF, 971 SF, 900 SF]	3 [807 SF, 788 SF, 1,332 SF]	
37 GRADE 3		4 [960 SF, 960 SF, 960 SF, 960 SF]	3 [971 SF, 948 SF, 948 SF]	3 [973 SF. 997 SF, 967 SF]	3 [900 SF, 900 SF, 963 SF]	3 [807 SF, 853 SF, 844 SF]	
		2 [960 SF, 960 SF]	3 [948 SF, 948 SF, 948 SF]	2 [1,028 SF, 978 SF,	3 [984 SF, 991 SF, 974 SF]	2 [801 SF, 830 SF]	
39 GRADE 5		4 [95.2 SF, 960 SF, 960 SF]	3 [960 SF, 931 SF, 950 SF]	2 [9785F, 1,007 SF]	2 [900 SF, 1,012 SF]	3 [869 SF, 857 SF, 793 SF]	
		[15 005 (15 005] y	[100.001, 200.01] 2	[3000015000010	[source; source; c	1 (000 01) 000 01)	
43 READING ROOM				2 [92 56 967 56]			

SITE INVENTORY AND CDE STANDARDS

Overall the school site have adequately sized spaces for the program that offers and the focus of this FMP is to replace aging classrooms to bring them up to district standards across all campuses.

		FAIRSHEES	VERNON E GREEK ES	LAKE CANTON ES	MAKENGO KANCH ES	KIVER DARS ES	VALLET DARS ES	MCCAFFRETIMS
	TABLE TABLE	284 Students	528 Students	463 Students	475 Students	518 Students	514 Students	768 Students
		62 Administrators/Teachers	75 Administrators/Teachers	66 Administrators/Teachers	65 Administrators/Teachers	79 Administrators/Teachers	73 Administrators/Teachers	82 Administrators/Teachers
EXTRA	EXTRA-CIRRICULAR							
44	44 T-K PLAYGROUND		1 [8,321 SF]					
45	45 KINDER PLAYGROUND	1 [4,096 SF]	SHARED WITH T-K	1[1,133 SF]	1 [1,360 SF]	1 [16,872 SF]	1 [1,010 SF]	
46	SPORTS FIELD (SOCCER, BASEBALL, TRACK)	1 [15,248 SF]		1 [70,946 SF]	2 [156,561 SF]	1 [126,169 SF]	1 [135,829 SF]	772,757 SF
47	UNDEVELOPED FIELD	1 [50,263 SF]	2 [61,662 SF]					
89	UPPER GRADE PLAYGROUND				1 [52,770 SF]	2 [28,567 SF, 29,511 SF]	1 [5,439 SF]	62,092 SF
90	ELEMENTARY SCHOOL BLACKT OP			1 [58,277 SF]			1 [58,4235F]	
49								1 [967 SF]
20	MUSIC/BAND ROOM/CHOIR		1 (1,945 SF)	1 [893 SF]	1[991SF]	1 [1,986 SF]	1 [862 SF]	3 [938 SF, 2699.04 SF]
51	CAREER TECHNICAL EDUCATION (MCCAFFREY ONLY)	•						1 [1,257.5F]
52	CO MPUTER LAB/MAKER SPACE			1 [296 SF]	1[772SF]		1 [472 SF]	
52	ART ROOM							1 [932 SF]
23	UBRARY	1 [932SF]	1[2,950 SF]	1 [2,988 SF]	1 [2,935 SF]	1 [2,050 SF]	1[2,028 SF]	1 [6,825.5F]
54	K-DOG/MEDIA ROOM (MCCAFFREY ONLY)							1 [1,0715F]
25		1 [2,142 SF]	1 [5,931 SF]	1 [9,060 SF]	1 [4,446SF]	1 [4,396 SF]	1[6,563 SF]	1 (10,552 SF)
99	ЮW		1 [5,931 SF]	1 [9,060 SF]	1 [4,446SF]			1 [9,510SF]
57	57 PE CLASSRO OM		2 [982 SF]	1 [960 SF]	1 [1,000 SF]		1 [806 SF]	
28	OUTDO OR LEAR MING SPACES							
59	59 STAGE/BACKSTAGE		1 [2,201 SF]	1 [960 SF]	1 [2,340 SF]	1 [1,929 SF]	1[1,447 SF]	
09	60 NITCHEN / KITCHEN STORAGE / DRY STORAGE	1 [440SF]	1 [1,550 SF]	1[1,220 SF]	1 [1,731SF]	1 [2,015 SF]	1[1,011 SF]	1 [2,321.5F]
09	60 SCHOOL READINESS CENTER	1 [1,504 SF]						
UTILITIES	ES .							
61		2 [201 SF, 124 SF]	2 [70 SF, 70 SF]	1 [134 SF]	2 [195 SF, 300 SF]	4 [112 SF, 135 SF, 50 SF, 83 SF]	1 [142 SF]	6 [66 SF, 73 SF, 68 SF, 46 SF, 73 SF, 75 SF]
62	MECHANICAL ROOM	2 [30 SF, 30 SF]	2 [70 SF, 70 SF]	1 [134 SF]	1[118SF]	1 [1185F]	1 [142 SF]	1 [142 SF]
63	63 CUSTODIAN ROOM	2 [108 SF, 108 SF]	3 [70SF, 70SF, 70SF]	5 [45 SF, 67 SF, 28 SF, 52 SF, 52 SF]	1[275SF]	2 [143 SF, 82 SF]	3 [109 SF, 140 SF, 67 SF]	6 [78 SF, 78 SF, 130 SF, 76 SF, 57 SF, 65 SF]
64	DATA/ SERVER ROOM	1 [INCLUDED IN ADMINBUILDING]		1 [INCLUDED IN LIBRARY]	2 [INCLUDED IN LIBRARY, BUILDING C]	1 [INCLUDED IN ADMIN]	1 [INCLUDED IN LIBRARY]	1 [INCLIDED IN LIBRARY BUILDING]
64	ΙΦΕ	1 [INCLUDED IN ADMINBUILDING]	3 [1 IN RM 18, 1 IN RM 35, 1 IN LIBRARY]	5 [C1, C2, C3, C4, MPR]	5 [BLDG C, F1, H, I-1, I-4]	4 [BLDG D, RM 24, RM 32, MPR]	5 [RM 12, RM 13, RM 17, RM 3, MPR]	5 [BLDG A, BLDG B, BLDG C, BLDG L, MPR, P9, PREP ROOM]
9	65 MAIL ROOM	1 [INCLUDED IN ADMINBUILDING]		1 [INCLUDED IN ADMIN BUILDING]	1 [INCLUDED IN ADMIN]		1 [INCLUDED IN ADMIN BUILDING]	1 [INCLUDED IN ADMIN BUILDING]
99	CUSTO DIAN O FFICE						1 [129 SF]	1 [129 SF]
29		1 [INCLUDED IN STORAGE]	1 [INCLUDED IN MPR]	1 [INCTIDED IN ADMIN BUILDING]	1 [INCLUDED IN BUILDING B]	1 [INCLUDED IN BUILDING B]	1 [INCLUDED IN MPR]	2 [INCLUDED IN LIBRARY, BLDG M]
49	FIRE PANEL	1 [INCLUDED IN ADMINBUILDING]	1 [INCLUDED IN LIBRARY]	I [INCLUDED IN ADMIN BUILDING]	1 [INCLUDED IN LIBRARY]	1 [INCLUDED IN ADMIN BUILDING]	1 [INCLUDED IN ADMIN BUILDING]	1 [INCLUDED IN LIBRARY]
89	STORAGE	4 [40 SF, 874 SF, 874 SF, 45 SF]	7 [200 SF, 56 SF, 69 SF, 45 SF, 197 SF, 70 SF]	7 [75 SF, 75 SF, 44 SF, 53 SF, 27 SF, 45 SF, 134 SF]	8 [963 SF, 114 SF, 1,022 SF, 154 SF, 149 SF, 125 SF, 102 SF 102 SF]	8 (963 SF, 114 SF, 1,022 SF, 124 SF, 149 SF, 125 SF, 102 SF, 9 (143 SF. 78 SF, 52 SF, 158 SF, 112 SF, 94 SF, 121 SF, 116 SF, 1151 SF)	4 [216 SF, 139 SF, 109 SF, 92 SF]	4 [148 SF, 99 SF, 120 SF, 265 SF]

The following guidelines for space standards described by the California Department of Education

K-6 Educational Standards		7-8 Educational Standards	
460-560 Students (75/stream + T-K and margin)		525-560 Students	
	Size		Size
Transitional Kindergarten	1,350 SF	Classrooms	960 SF
Kindergarten	1,350 SF	Art	1,200 SF
Grades 1st-3rd	960 SF	Science	1,400 SF
Grades 4th-6th	960 SF	Music	2,000 SF
Special Ed/IA	240 SF	Drama	2,000 SF
(RSP) Resource Special Program	240 SF	Shop/Fab Lab	1,500 SF
Psychologist	240 SF	Psychologist	240 SF
Counselor / Social Worker	240 SF	Counselor / Social Worker	240 SF
Speech	240 SF	Speech	240 SF
ESL	240 SF	ESL	240 SF

ONDITION ASSESSMENT: PHOTOS





Large cracks appearing on concrete paths



Water damage on ceiling tiles



Casework showing signs of damage



Small storage closet exterior damage



Ceilings showing signs of damage



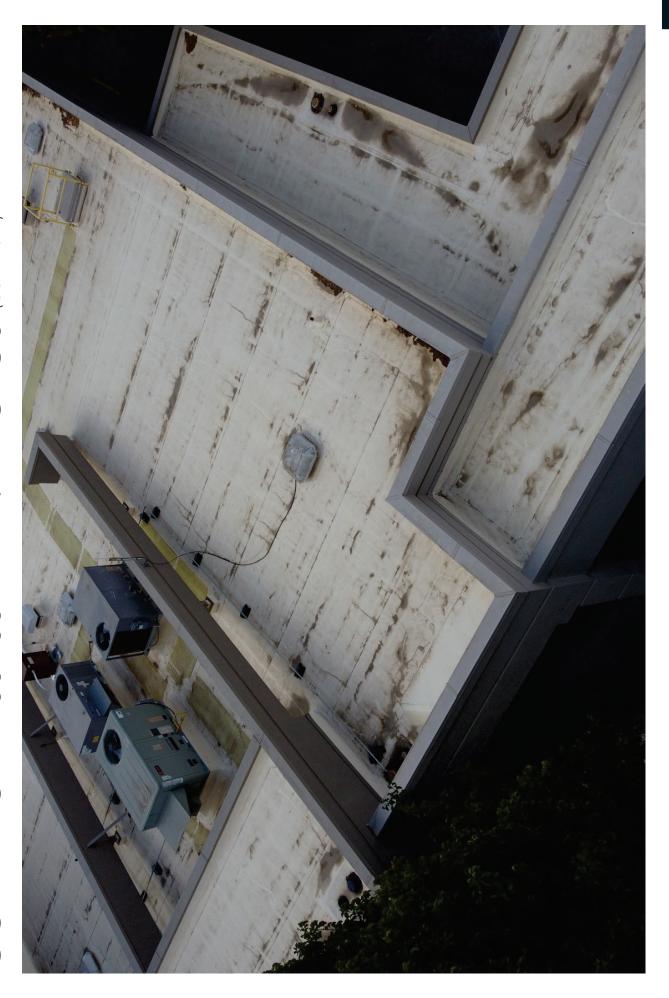


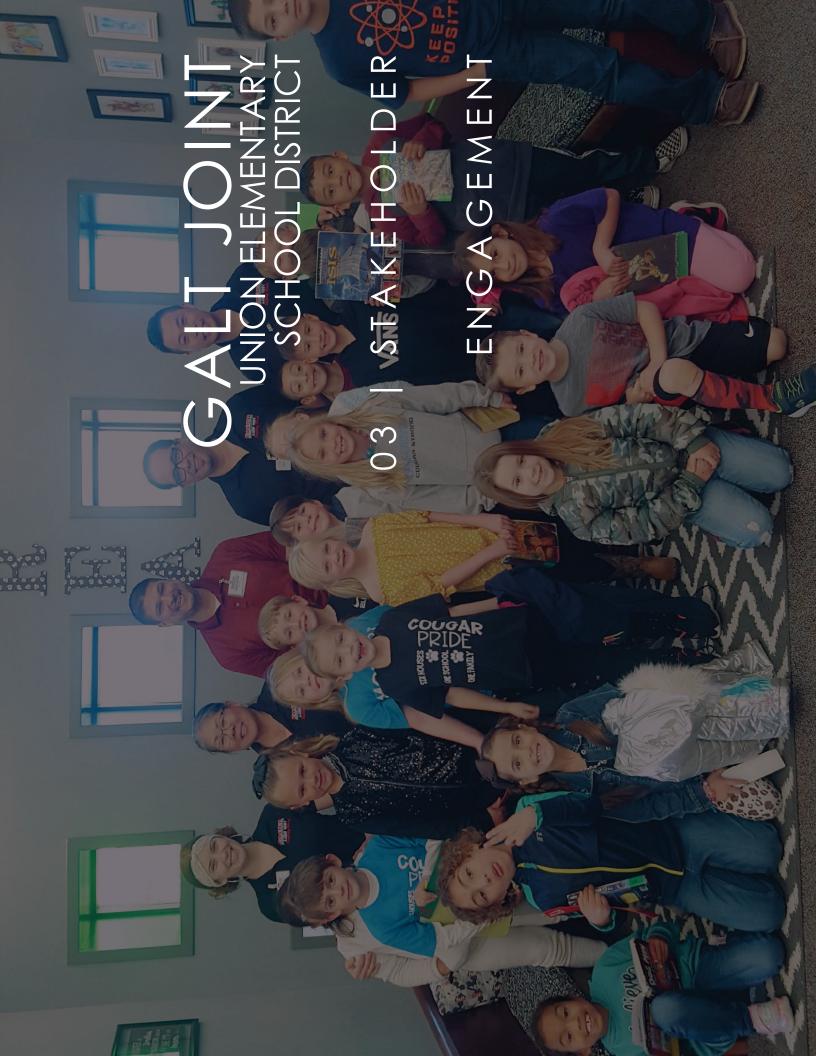
Exterior walls show signs of age and wear

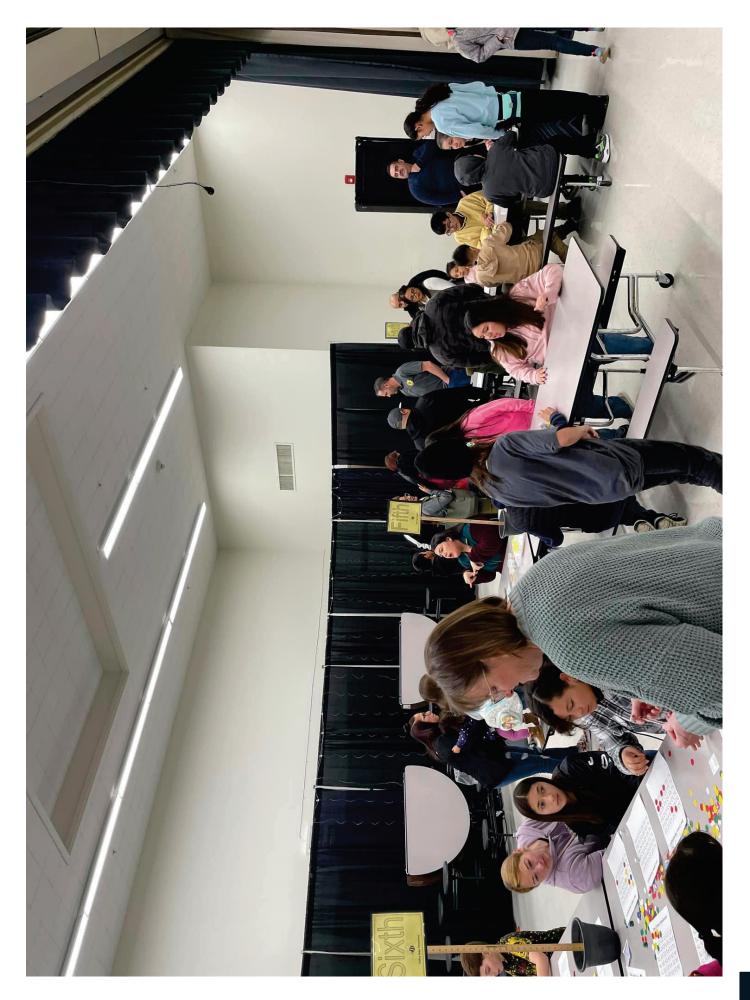


Exposed wall internals

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT CONDITION ASSESSMENT: PHOTOS (CONTINUED)

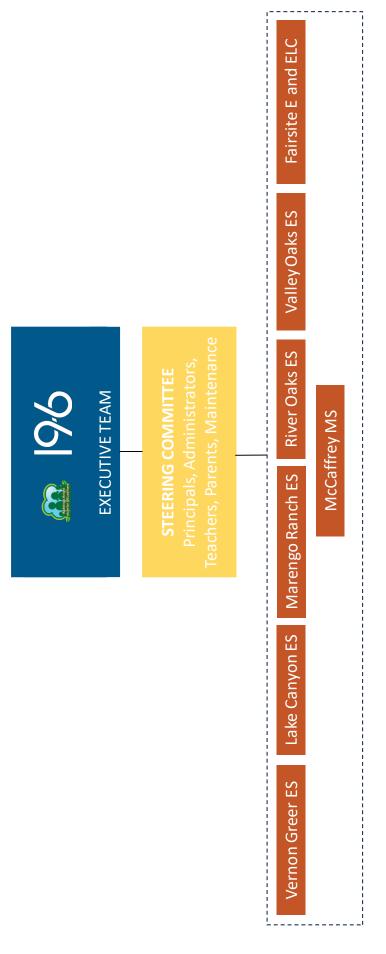






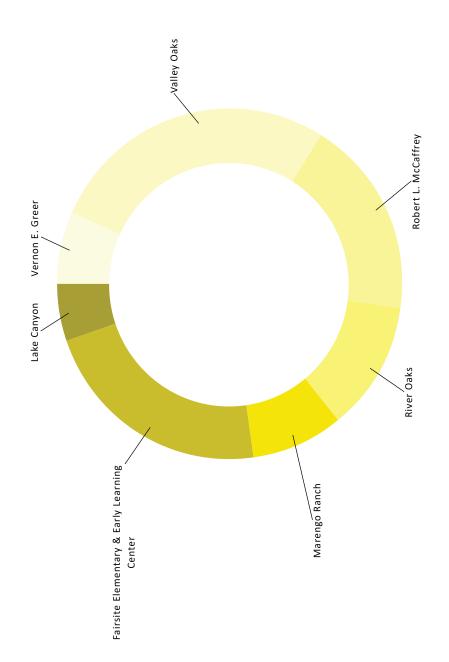
STAKEHOLDER ENGAGEMENT SURVEYS

and milestones of the Facilities Master Plan (FMP). Additionally, 19six presented progress updates and initial findings to the FMP Steering Committee, comprised primarily of campus In addition, early feedback from the broader user groups to include parents, teachers, and members of the community, was collected through a user engagement survey conducted by The communication flow chart below depicts the established channels at the outset of the planning process. The Executive Team, consisting of Lois Yount, District Superintendent, Alejandra Garibay, Chief Business Officer (CBO), and Stan Sagert, District Maintenance, and 19six Architects, held regular meetings and check-ins to ensure the timely progression of tasks principals and teachers. This committee played a crucial role in offering input and aiding in understanding each school's unique needs, priorities, and the development of conceptual plans. 19six. Feedback received was well-balanced amongst campus staff and parents or guardians.



STAKEHOLDER ENGAGEMENT SURVEYS (CONTINUED)

Question: Campus I primarily use.

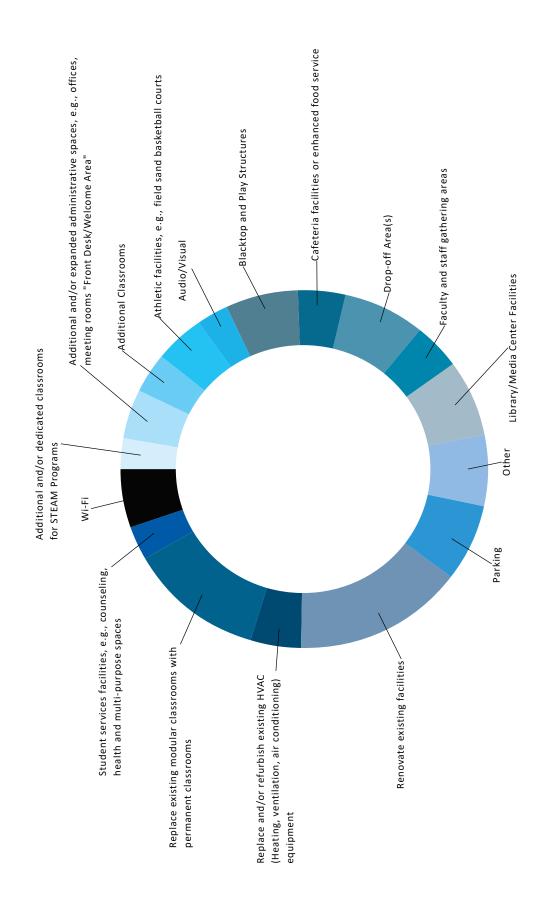


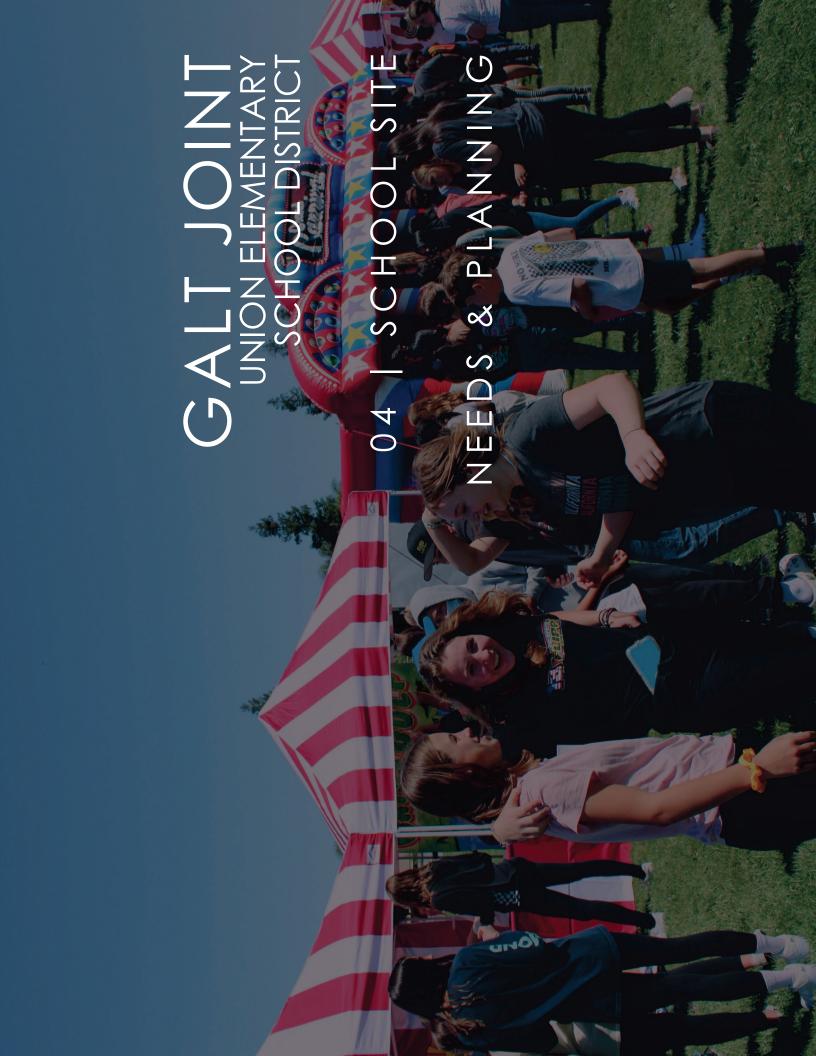
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

LDER ENGAGEMENT SURVEYS (CONTINUED) STAKEHO!

Question: What do you think are the District's greatest

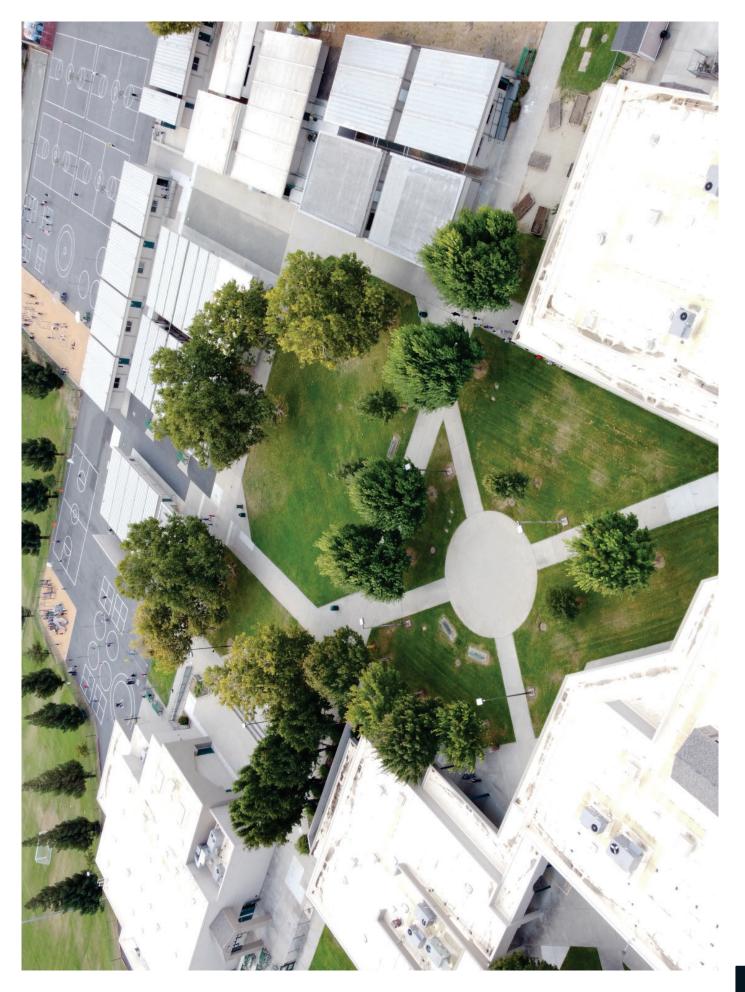
needs, at this time?







VERNON ELEMENTARY



248 West A Street, Galt, CA 95632







1992 Year Built:

2016, 2017, 2021, 2023 Modernizations and Campus Additions:

14.78 Acres Acreage:

528 Current Enrollment: K-3RD

7

4TH-6TH

Special Ed

2 ELOP

Total Classroom Spaces:

 α Additional 34 Total



SCHOOL SITE DESCRIPTION

STE

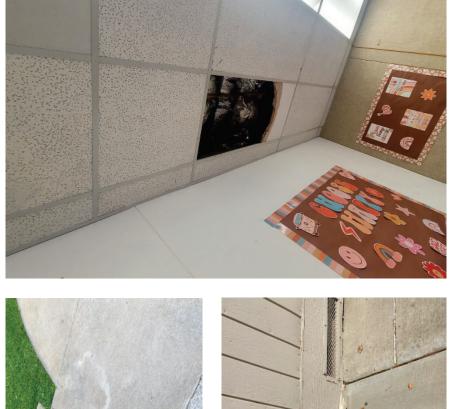
Kindergarten through first grade classrooms, the campus library, or Bright Future Learning Center, and a multi-purpose room. The existing permanent buildings line There are two parking lots with ingress and egress from West A Street. The The campus is bounded at the north by West A Street, at the east by Greer Basin Park All remaining classroom buildings, housing second through sixth grade, are of At the time of the assessment, the campus has no dedicated recreation fields, but lies north parking lot currently houses twenty-three parking stalls, of which three appeared to be designated by the campus for ADA use. There is paved pedestrian The second parking lot is located to the east of the administrative building along Sasha Rose Drive and Sargent Avenue. The site is a relatively rectangular, 14.8-acre site that is oriented along a north-south axis parallel to Fumasi Drive. The school's campus is comprised of four permanent buildings housing Administration, relocatable construction and currently positioned at the western and southern areas of the site. The majority of these buildings frame a tree-lined central adjacent to the community Greer Basin Park. There are two blacktop play areas with play ines and sport courts at the southern end of the site, each abutting its own playground. circulation between the visitor parking lot and the school's main entrance. The Vernon E. Greer Elementary School campus is located at 248 West A Street, Galt, CA. and Fumasi Drive, and by private residences at its southern and western boundaries, the northern perimeter of the site and take prominence at the campus frontage. campus "quad", landscaped with paved walkways, and an expansive green way. and contains a passenger drop-off area, staff parking, and visitor parking.

BUILDINGS

stucco trim, and steel columns, and concrete slab flooring. The building materials Vernon E. Greer Elementary School was originally constructed in 1992 with subsequent alterations completed since its construction. The addition of the classroom Building C, which houses kindergarten through first grade classrooms, was constructed in 2009. Generally, the construction of the original school buildings consists of wood framing, metal framed dual-pane windows, exterior stucco with for the portable classroom buildings include plywood siding and wood trim, exterior concrete at the front of the classrooms and metal framed dual-pane windows. All the campus's buildings are detached. The roofs of the permanent buildings appeared to be in acceptable condition at the time of the assessment, following roof top units undergo immediate repair for continued use. The majority of the portable classroom buildings' roofs appear to be in acceptable condition and would likely only warrant minor repairs at this time. It is recommended that portable at the time of this assessment, to be in acceptable condition. It is recommended that further accessibility evaluation take place to confirm compliance with modern ADA and fire life safety ordinances. It was observed that student restrooms, drinking fountains and In general, door hardware at classroom buildings includes lock-sets lockable their recent replacement on select buildings. It is recommended that select HVAC classroom buildings 17, 18, 19 and 20 be considered for immediate replacement. The site, hardscape, and pedestrian paths of travel throughout the campus appeared, parking stalls require updated signage to comply with current accessibility requirements. from either side, demonstrating intent for continued campus-wide security,

PROGRAM SPACES

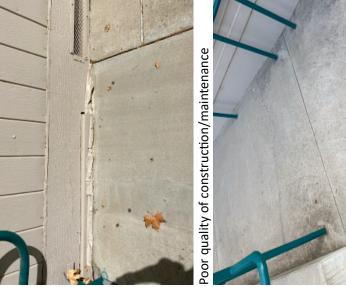
Modernized and expanded instructional and support spaces are recommended throughout the campus to meet desired instructional needs, e.g. flexibility, outdoor learning, shade structures, add gender neutral student restroom, redevelop play areas reconfigure parking lots to gain additional staff and visitor spaces, etc. Staff and community at this campus have expressed the desire for additional/supplemental program spaces as well as the modernization of existing facilities.











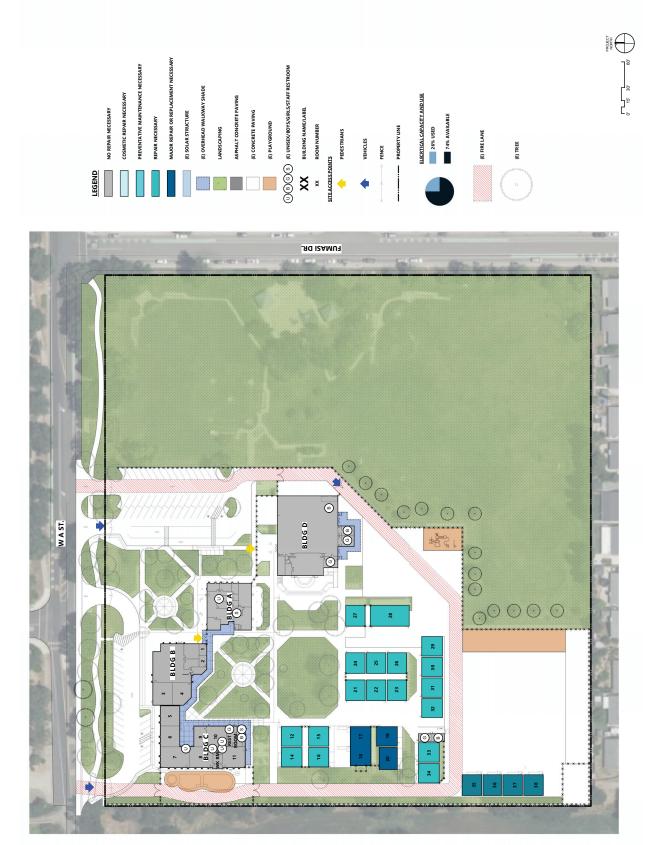
Cracks appearing on ramp walkways

Large gaps/cracks appearing on asphalt



Exposed insulation and safety hazards

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | VERNON E. GREER ELEMENTARY SCHOOL ASSESSMENT SITE PLAN



FACILITY ASSESSMENT DATA SCORING SHEETS

This worksheet establishes data for determination of priority projects across a campus or district wide level. Please note that the findings in this spreadsheet are based on the architect's field observations only. In the event any hazardous, structural, or fire and life safety discrepancies are witnessed by the architect, the district may be required to conduct additional testing or research to ensure the safety of the students, staff, and community. The architect will report any findings of this nature to the district.

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Vernon E.	GALI JOINI UNION ELEMEN ARY SCHOOL DISTRICT Vernon E. Greer ELEMENTARY SCHOOL	AKY SCHOOL DIS	2	Н	Н	Ħ	+	\parallel	\dagger	+	\parallel	\prod		+	+		T	+	+	4	FACILIT	FACILITY ASSESSMENT	SMEN	
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												П	# # # #	repair repair repair	necessary necessary necessary for	use past 2 year	S soli periujuo.							11-15 16-20 21-25 26+
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8	Bright Future Learning Center	Main Library		1992	31							2	2			_			_		4	_	_	FACTOR 3.8
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O	Room 6	1st Grade		2009	14	4	+			1 2	e .	2	2	1 .	2 3	ε,	ε,		3 2		e (2 3	40	3.2
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O	Room 11	Kindergarten		2009	14	4	1		-	1 2		2	2	-		2	3		3 1	-	2	1 2	32	2.6
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۵	AGRR		4	1992	31	4			2	2 3	2	0	-		3 4	3	2			-	2	4 3	40	3.2
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۵	Staff Locker Rm		_	1992	31	4			2	2 6		0	-	2 3	3 4	3	3			-	2	4 3	44	3.5
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Q	P.E Office			1992	31	4			2	2 2	2	0	-	2 2	-	2	1	0	1 2	-	2	4 2	29	2.3
۵	Girls Locker		4	1992	31	4			2	\dashv		0	-	+	1 1	2	-	-	4	-	2	4 2	31	2.5
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0	Storage Closet Multi-Purrose Refurcome	ADA/Shower/Staff Only	#52888	1992	34 34	4 4			2 2			0	-		2 1	2		0	1	-	2	4 2	34 59	2.0
Q				1992	31	4	H		2	2 2	2	0	-	2 4	9	2	2		1 4	-	2	4 2	39	3.1
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٥	Mechanical/Electrical	Water heater	#52888	1992	31	4	-		Z	2	N	D	-	2	0	۵	-	0	>	-	z	0	37	3.0

FACILITY ASSESSMENT DATA SCORING SHEETS

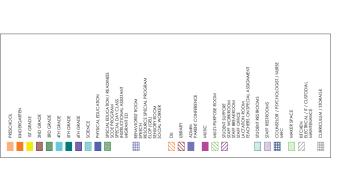
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В	Room 27	6th Grade	#55738	1992	31	32		2	1 2	3	2	-	1 2	3	3	3	3	2	2 2	3	2	41	26.2
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ш	Noom 24	3rd Grade	#55738	1992	31	32		- -		+	2 2		- 6		0 0	+	9 6	2 2	1 2	9	9 6	37	23.7
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	Boom 23	-	#65169	1996	27	27		-			2	-			9			2	1 2	-	3	38	20.5
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٦	Room 17	2nd Grade	#55738	1992	31	32		-			3	-	1 2		2		2	3	1 2	9	3	42	26.9
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٦	Room 20	GEL	#55738	1992	31	32		9	2 2	2	3	2	-	+	4	4		2		0	3	43	27.5
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Z	Room 34		#67997	1997	26	26		2			2	2	1 3	4	3			2	2 2	9	3	47	24.4
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n	Room 29		#67997	1997	26	26		1			2	1	1 3		3			3	2 2	9	3	46	23.9
>	Room 30	5th Grade	#67997	1997	26	26		-	2 2	2	2	-	1 2	3	4	3	3 3	3	2 2	9	3	45	23.4
W	Room 31		#67997	1997	26	26		-		4	2	2	1 2	3	3			2	2 2	9	3	44	22.9
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. 4	Women Bestroom		#52888	1992	34	. 4		-		\perp	0	-	L		3			3		3	3	2 25	2.7
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٧	Staff Lounge	Staff Breakroom	#52888	1992	31	4		-	1 2	2	2		1 2	3	3	3	3 2	2	2 2	-	3	36	2.9
٧	Workroom		#52888	1992	31	4		-	1 2		2	-	1 3	4	3	2	3 2	2	2 2	-	3	37	3.0
٧	Vice Principal		#52888	1992	31	4		-	1 2	2	2	-	-	2	2	3	0 3	3	2 2	-	3	32	2.6
		REPAIRS																					
Misc. / Site	BFLC	10 TON / 2021																					
Misc. / Site	BHLC Darking Lyte	Aeshall Sluro/2017		2017				-	-										-				
Misc. / Site	Primary Playaround	Asphalt Slurv/2023		2023				-	-													. 6	
Misc. / Site	Intermediate Playaround	Asphalt Slurv/2023		2023				-	-													3	
Misc. / Site	Kinder Playground	Asphalt Slurry/2016		2016				-														3	
Misc. / Site	Exterior Painting	2021 - VALDEZ PAINTING INC		2021				1						-					- 1			3	
Misc. / Site	Roofing	2021		2021			1	2			ı								2 -			9	
Misc. / Site	Fire & Intrusion System	1	02-119290	2021	2								•					-	1			-	
Misc. / Site	Refrigerator and Freezer	Refrigerator/Freezer/1992		1992				-		-				-	1							9	
Misc. / Site	Landscaping Front of the School								-				•									2	
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Notes:	Planning removal of Room 19 & 20, 2024. Need performing arts space (stage, lightling etc.)																						
	Need dedicated music room Need coace in Admin Rido for private meetings with fan	amiliae & other narriae																					
	Need calming room	consiste control of the control of t																					
						_	_	_	-	_			_			_	_	_	_	_		-	

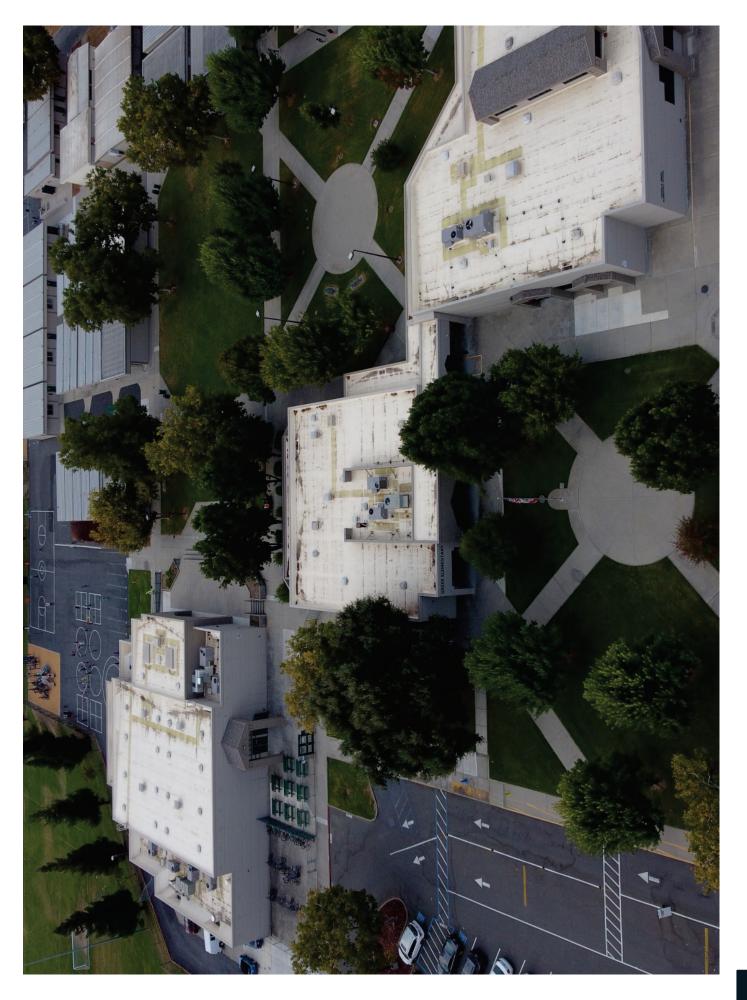
OBSERVATIONS OF CURRENT FACILITY UTILIZATION

Classrooms serving like grades are generally grouped within close proximity of one another. This school has a dedicated music space and outdoor amphitheater. The Bright Future Learning Center is located at the front of campus with easy access for after school use.

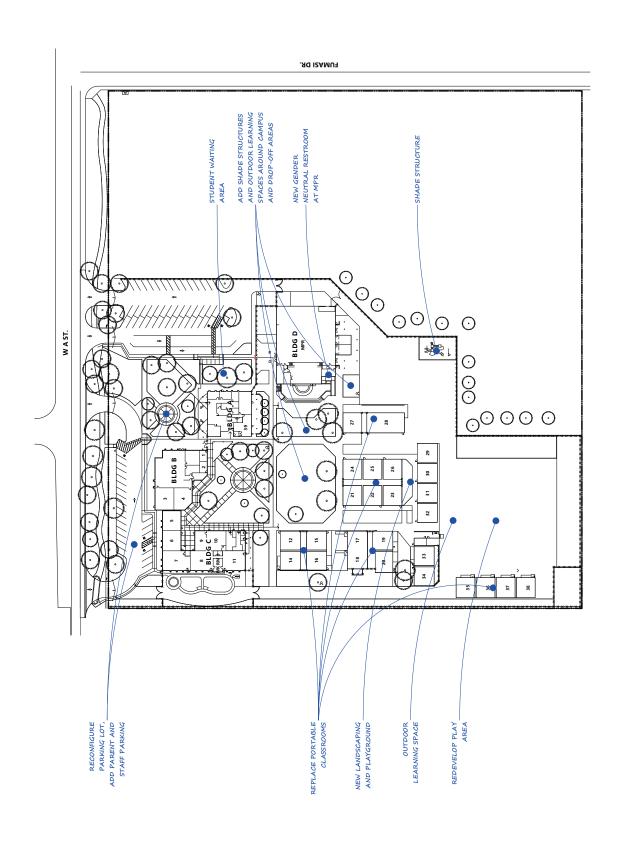
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | VERNON E. GREER ELEMENTARY SCHOOL







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GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | VERNON E. GREER ELEMENTARY SCHOOL

MAINTENANCE PROJECT

BUILDING B

- Paint and patch doors as general maintenance, update hardware in next 7 years
- Seneral roof maintenance needed, replace in next 5-10 years
- Repair and maintenance of walls recommended within next 7-10 years
- Maintenance/minor repair of acoustic tile in next 15-20 years
- Damaged casework, replacement recommended within next 3 years
- Update outdated fixtures where necessary

- General roof maintenance needed, replace in next 5-10 years
- General surface repair of floors in next 4-10 years
- Repair and maintenance of walls recommended within next 7-10 years
- Update outdated fixtures where necessary
- HVAC system replacement recommended in next 1-5 years

BUILDING D

- Paint and patch doors as general maintenance, update hardware in next 5 years
- General surface repair of wall finishes in next 5 years
- General surface repair of floors in next 5-7 years
- Repair and maintenance of walls recommended within next 5-7 years
- HVAC system replacement recommended in next 1-5 years

ROOMS 21-26

- General surface repair of floors in next 7-10 years
- Repair and maintenance of walls recommended within next 5-7 years
- Maintenance/minor repair of acoustic tile in next 15-20 years
- Outdated casework, replacement recommended within next 7 years
 - - Update outdated fixtures where necessary
- HVAC system replacement recommended in next 1-5 years

ROOMS 17-19

- Aging windows, repair or replace in next 7-10 years
- General surface repair of floors in next 4-10 years
- Repair and maintenance of walls recommended within next 7-10 years
- Maintenance/repair of acoustic tile in next 6-10 years
- Outdated casework, replacement recommended within next 7 years

HVAC System replacement recommended in next 1-5 years

ROOMS 12 and 14

- Repair and maintenance of walls recommended within next 7-10 years
- Maintenance/minor repair of acoustic tile in next 15-20 years
- Outdated casework, replacement recommended within next 7 years
- Update outdated fixtures where necessary

ROOMS 33-34

- General surface repair of floors in next 5-7 years
- Repair and maintenance of walls recommended within next 7-10 years
- General repair and maintenance of ceilings in next 7-10 years
- Outdated casework, replacement recommended within next 7 years
- Update outdated fixtures where necessary
- HVAC System replacement recommended in next 1-5 years

ROOMS 29-32

- General surface repair of floors in next 7-10 years
- Repair and maintenance of walls recommended within next 7-10 years
- General repair and maintenance of ceilings in next 7-10 years

Outdated casework, replacement recommended within next 7 years

- Updated outdated fixtures where necessary

HVAC System replacement recommended in next 1-5 years

ROOMS 35-38

- General surface repair of floors in next 7-10 years
- Repair and maintenance of walls recommended within next 5-7 years
- General repair and maintenance of ceilings in next 7-10 years
- Update outdated fixtures where necessary
- HVAC System replacement recommended within next year

- General surface repair of floors in next 7-10 years
- Repair and maintenance of walls recommended within next 7-10 years
 - General repair and maintenance of ceilings in next 7-10 years
- Outdated casework, replacement recommended within next 7 years
- Jpdate outdated fixtures where necessary



















GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | VERNON E. GREER ELEMENTARY SCHOOL

ONE WAY TO ADDRESS THE NEE

the campus facilities are sized appropriately for their current programmatic needs, however, the relocatable learning spaces are outdated and in need of replacement. Another need identified is one for an expanded and reconfigured parking lot and pick-up/drop-off area. Staff and visitors are currently limited by their current parking lot footprints and an underutilized During the planning exercise, 19six has provided two options for the future development of Vernon E. Greer ES, portrayed in subsequent conceptual plans. From an operational perspective, campus entry plaza provides room for expansion of the western lot. While the campus has numerous mature trees, there was an expressed need for shade structures and seating areas site wide. Our proposed plan includes shade structures at existing improvements, the campus users identified a desire for a re-developed outdoor play area and leisure space, with greenways and updated play equipment and seating. Both proposed playgrounds, pick-up/drop-off areas, the outdoor stage, and in proposed Outdoor Learning Spaces that would include seating and workspaces for outdoor teaching. Among these master plans provide this at a different area of site. The key difference between two proposed master plan options for Vernon E. Greer Elementary School are the locations of the portable buildings to be replaced. Option 1 includes the each portable classroom building to be in-kind and in-place. This would allow for the incremental replacement of portables in pairs without the requirement of extensive sitework. Option 2 proposes the redistribution of these portables at new locations at the south of campus. This would open the campus center for greenways, play areas, and learning spaces. This concept establishes a secure perimeter of classroom buildings and a sense of visibility inward, toward the campus center, to be populated by student activity.

OPTION ONE:

- Reconfigure parking lot, adding parent parking and relocating and expanding existing staff parking
- Provide shade structures at lunch and play areas
- Redevelop play area at the southern end of campus, adding landscaped hang-out spaces and providing room for an outdoor learning space 3
- 4. Outdoor learning spaces (2)
- New lunch shelters (2)
- 6. Add new single-user gender-neutral restroom at MPR
- Replace portable classrooms in place, providing for convenient, sequential replacement without significant site intervention 7.
- Provide a shaded seating area at the campus's existing outdoor stage

OPTION TWO:

∞:

- Reconfigure parking lot, adding parent parking and relocating and expanding existing staff parking
- Provide shade structures at lunch and play areas
- 3. Outdoor learning spaces (3)
- 4. Add new single-user gender-neutral restroom at MPR
- 5. Provide shaded seating area at outdoor stage
- 6. Replace and relocate portable classrooms to frame campus at campus south
- 7. Provide new playground & landscaped areas at campus center
- 8. Portable replacement/relocation & associated sitework

PROPOSED PROJECT LIST - OPTION 1

These proposed projects are preliminary, based on high-level site observations and are to be refined during the design and planning required. Numbers reflect the market rate in 2024. Escalation should be accounted for projects deferred beyond a 12-month period. Estimates of probable cost reflect total project costs, including design fees, materials, labor, mark-ups, and agency review when process with the selected project teams.

PARKING LOT RECONFIGURATION

Improvements and expansion of existing parking lot and drop-off areas to accomodate growing need for staff and visitor parking while improving efficiency of car and bus circulation. Work would include improved landscaping and pavement as required. OPINION OF PROBABLE COST: \$1,564,200

CAMPUS SHADE STRUCTURES

Provide new metal shade structures at existing playrounds, outdoor lunch seating area, and student drop-off/pick-up areas, and outdoor stage. OPINION OF PROBABLE COST: \$869,900

PLAY AREA UPGRADES

Provide in-kind replacement of existing play equipment at the upper grade play structure and develop new dedicated landscaped recreation area at south of site. Includes allowance for equipment and associated site work. OPINION OF PROBABLE COST: \$1,795,800

OUTDOOR LEARNING SPACES

This project would bring to campus two (2) dedicated outdoor learning spaces, complete with new fabric sail shade structures, fixed outdoor seating, and resurfacing of the existing hardscape with paving and ground surface finishes, such as rubberized surfacing or synthetic turf. OPINION OF PROBABLE COST: \$1,012,900

PORTABLE CLASSROOM REPLACEMENT

Sequenced in-kind replacement of the campus's aging relocatable classrooms: rooms 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 & 38.

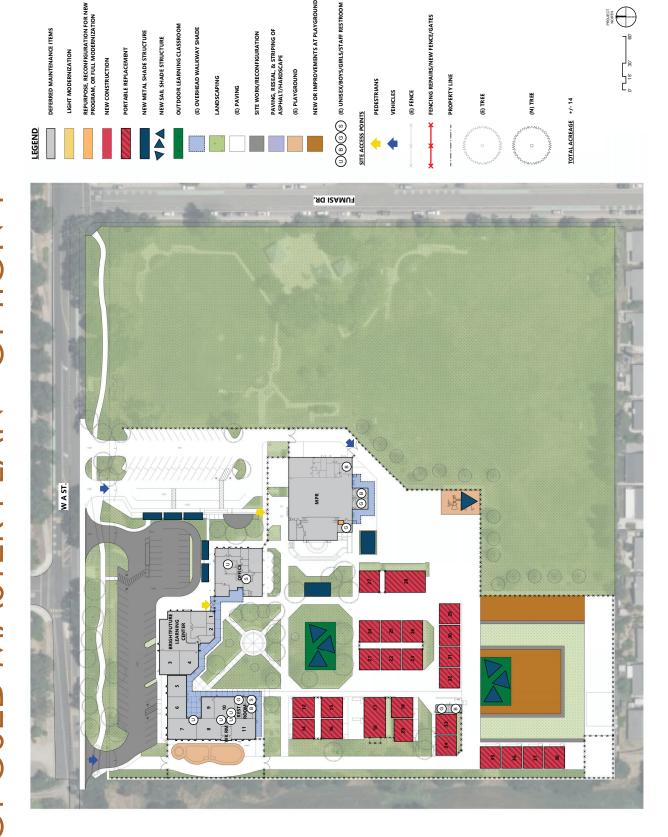
OPINION OF PROBABLE COST: \$23,794,000

GENDER-NEUTRAL RESTROOM

Provide a single-user gender-neutral restroom at the Multi-Purpose Room (Building M).

OPINION OF PROBABLE COST: \$85,900

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | VERNON E. GREER ELEMENTARY SCHOOL PROPOSED MASTER PLAN - OPTION



Proposed project list - Option 2

These proposed projects are preliminary, based on high-level site observations and are to be refined during the design and planning required. Numbers reflect the market rate in 2024. Escalation should be accounted for projects deferred beyond a 12-month period. Estimates of probable cost reflect total project costs, including design fees, materials, labor, mark-ups, and agency review when process with the selected project teams.

PARKING LOT RECONFIGURATION

Improvements and expansion of existing parking lot and drop-off areas to accomodate growing need for staff and visitor parking while improving efficiency of car and bus circulation. Work would include improved landscaping and pavement as required. OPINION OF PROBABLE COST: \$1,564,2

CAMPUS SHADE STRUCTURES

Provide new metal shade structures at existing playrounds, outdoor lunch seating area, and student drop-off/pick-up areas, and outdoor stage. OPINION OF PROBABLE COST: \$869,900

PLAY AREA UPGRADES

relocation of existing portable classrooms. Includes allowance for equipment and associated site develop new dedicated landscaped recreation area at the site's center, contingent upon the Provide in-kind replacement of existing play equipment at the upper grade play structure and

OPINION OF PROBABLE COST: \$3,850,500

OUTDOOR LEARNING SPACES

This project would bring to campus three (3) dedicated outdoor learning spaces, complete with new fabric sail shade structures, fixed outdoor seating, and resurfacing of the existing hardscape with paving and ground surface finishes, such as rubberized surfacing or synthetic turf.

OPINION OF PROBABLE COST: \$3,120,300

CLASSROOM REPLACEMENT / RELOCATION

Sequenced in-kind replacement of the campus's aging relocatable classrooms at new area aligning to the southern perimeters of site to create a centralized campus courtyard and recreation area. Rooms impacted: 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 & 38. Project scope includes associated sitework and utilities.

OPINION OF PROBABLE COST:

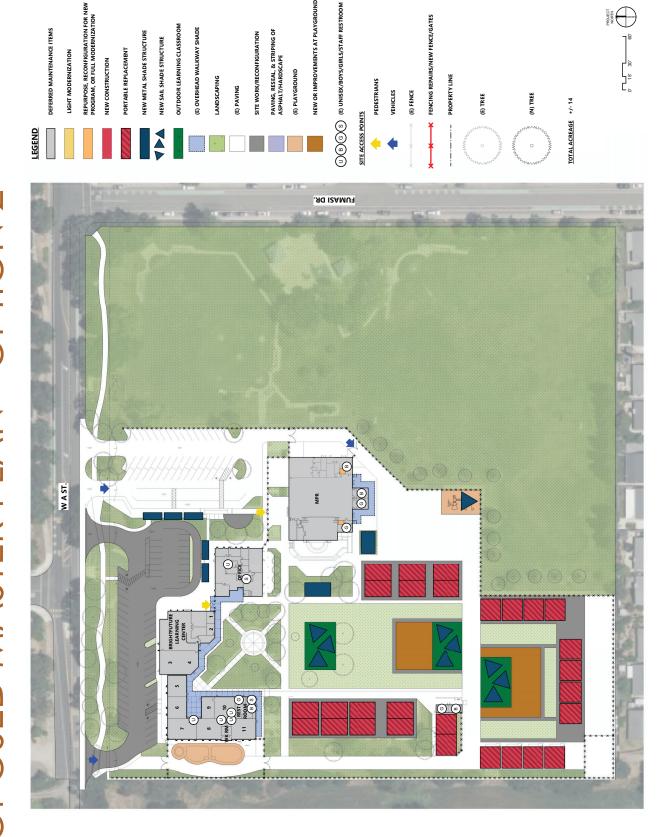
\$29,726,800

GENDER-NEUTRAL RESTROOM

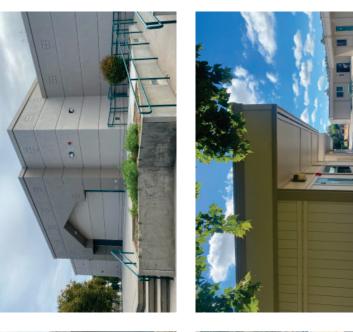
Provide a single-user gender-neutral restroom at the Multi-Purpose Room (Building M).

OPINION OF PROBABLE COST: \$85,9

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | VERNON E. GREER ELEMENTARY SCHOOL PROPOSED MASTER PLAN - OPTION

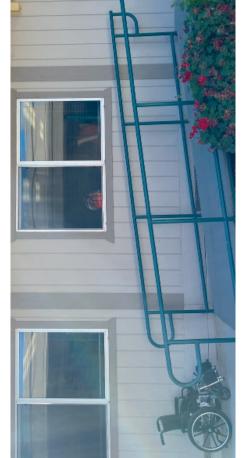




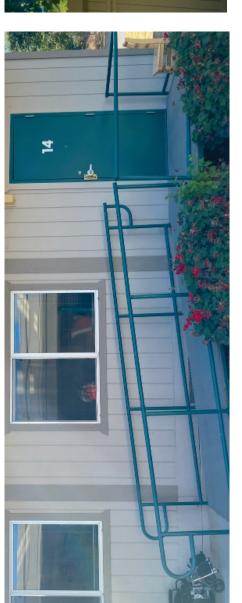












GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | VERNON E. GREER ELEMENTARY SCHOOL

In conclusion, the assessment of Vernon E. Greer Elementary School highlights the need for several key improvements to improve its functionality and aesthetics. Both proposed master plans address the need for reconfiguring the parking lot, improving usability of outdoor spaces, and replacement of the aging portable classroom facilities. The key difference between the plans being the proposed locations of new classroom buildings. Option 1 is better positioned for incremental replacement of each classroom block while Option 2 provides the opportunity to increase efficiency, flow, and usability from a site planning perspective. Selection between the two options will depend on the school's priorities, budget constraints, and long-term vision for the campus. With either option, the enhancement of the campus's classroom spaces, outdoor recreation and learning spaces, and operational efficiency for staff and students are prioritized.





NENTARY FLEMENTARY 国と



800 Lake Canyon Avenue, Galt, CA 95632







2005 Year Built:

2023 Modernizations and Campus Additions: 10.5 Acres Acreage:

463 Current Enrollment: K-3RD

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 ∞ 4TH-6TH က Special Ed

Additional

ELOP

Total Classroom Spaces:

27 Total

SITE AERIAL



SCHOOL SITE DESCRIPTION

Z Z Z

The campus has a continuous parking lot and vehicular circulation wrapping the northern and eastern perimeters of site, with ingress and egress along both Lake at the center of site. Portable classroom buildings constructed in 2023 line the southern campus boundary. The nine permanent buildings are arrayed housed the site's Expanded Learning Opportunities Program (ELOP), a Canyon Avenue and Beaver Park Way. At the time of assessment, the parking lot and Galt, CA. The campus is bounded to the north by Lake Canyon Avenue, to the east and to the west by single-family residences. The site is just under 10.5 acres and sits within close proximity to Carillion Boulevard, a prominent thoroughfare and The campus is comprised of nine permanent buildings, which are located around a central landscaped "quad", with paved pedestrian access throughout. multi-purpose space, and kindergarten through sixth grade classrooms. At the time of assessment, the campus's portable classroom buildings behaviorist/sensory room and a dedicated office for the campus social worker. At the western area of campus sits a blacktop expanse for sport courts and play areas, a dedicated recreation field, and an upper grade The Lake Canyon Elementary School campus is located at 800 Lake Canyon Avenue, by Beaver Park Way, to the south by the Galt maintenance and operations yard, spine for the city's residential neighborhoods, schools, and community amenities. These buildings house the school's library, administrative and support spaces, playground. The kindergarten playground is located in the attached enclosed outdoor space abutting the kindergarten building, Building K. drop-off area was sufficient in serving current and estimated future campus needs.

BUILDINGS

Lake Canyon Elementary School was originally constructed in 2005 with subsequent alterations completed since its construction. Generally, the construction of the original schoolbuildings consists of metal stud framing, metal framed dual-pane windows, exterior stucco, ceramic tile with wood trim, brick-clad columns, and concrete slab flooring. All campus buildings are free-standing, with no attached covered walkways or structures. The roofs on the buildings are standing seam metal roofs and appeared to be in generally good condition at the time of the assessment. Based on findings during the facilities evaluation, it is recommended that select HVAC roof top units be considered for immediate replacement for continued use. The site, hardscape, and pedestrian paths of travel throughout the campus appeared, at the time of this assessment, to be in acceptable condition. It is recommended that further accessibility evaluation take place to confirm compliance with modern ADA and fire life safety ordinances. In general, door hardware at classroom buildings includes lock-sets lockable from either side, demonstrating intent for continued campus-wide security.

PROGRAM SPACES

Finishes throughout Lake Canyon's classrooms appeared to be new and in good condition with minimal cosmetic damage. Typical surface materials included broadloom carpet, vinyl tile flooring, lay-in acoustic ceiling tiles, hollow metal doors, plastic-laminate veneer at plywood or MDF casework, rubber floor base, tackable wall covering and interior paint. These materials were consistent with the construction of all other permanent buildings campus wide. While the existing program spaces are adequate in supporting the current needs of the campus, modernization should be considered as technological and educational standards continue to evolve.



Water damage to ceiling tiles



Damage to casework in classrooms



Cracks appearing on parking lot asphalt

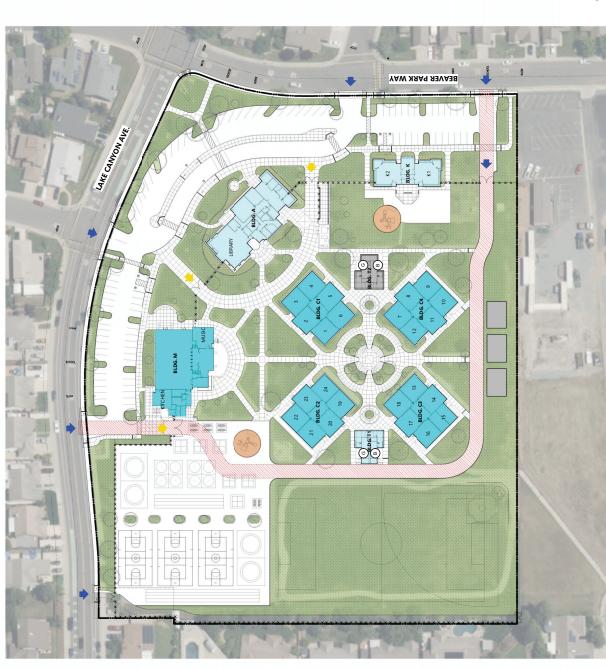


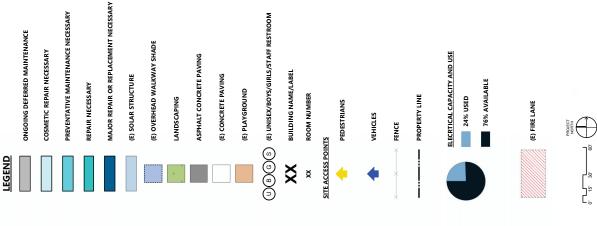
Janitor closet messy and needs organization



Rust and age affecting restroom equipment

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | LAKE CANYON ELEMENTARY SCHOOL ASSESSMENT SITE PLAN





FACILITY ASSESSMENT DATA SCORING SHEETS

This worksheet establishes data for determination of priority projects across a campus or district wide level. Please note that the findings in this spreadsheet are based on the architect's field observations only. In the event any hazardous, structural, or fire and life safety discrepancies are witnessed by the architect, the district may be required to conduct additional testing or research to ensure the safety of the students, staff, and community. The architect will report any findings of this nature to the district.

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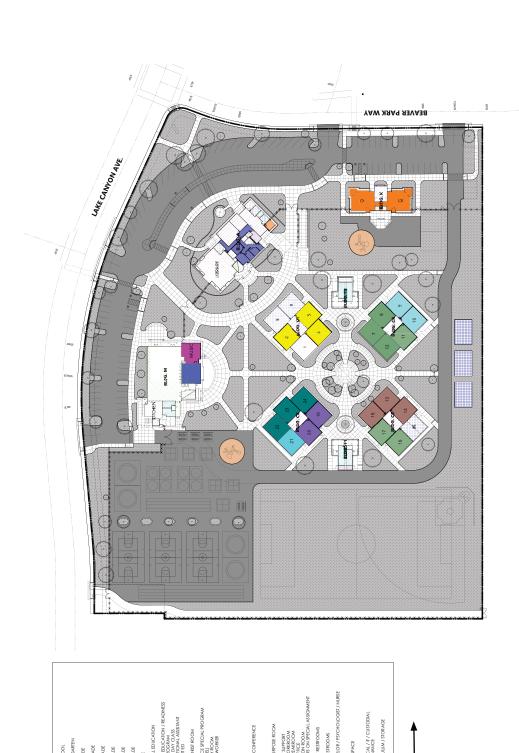
FACILITY ASSESSMENT DATA SCORING SHEETS

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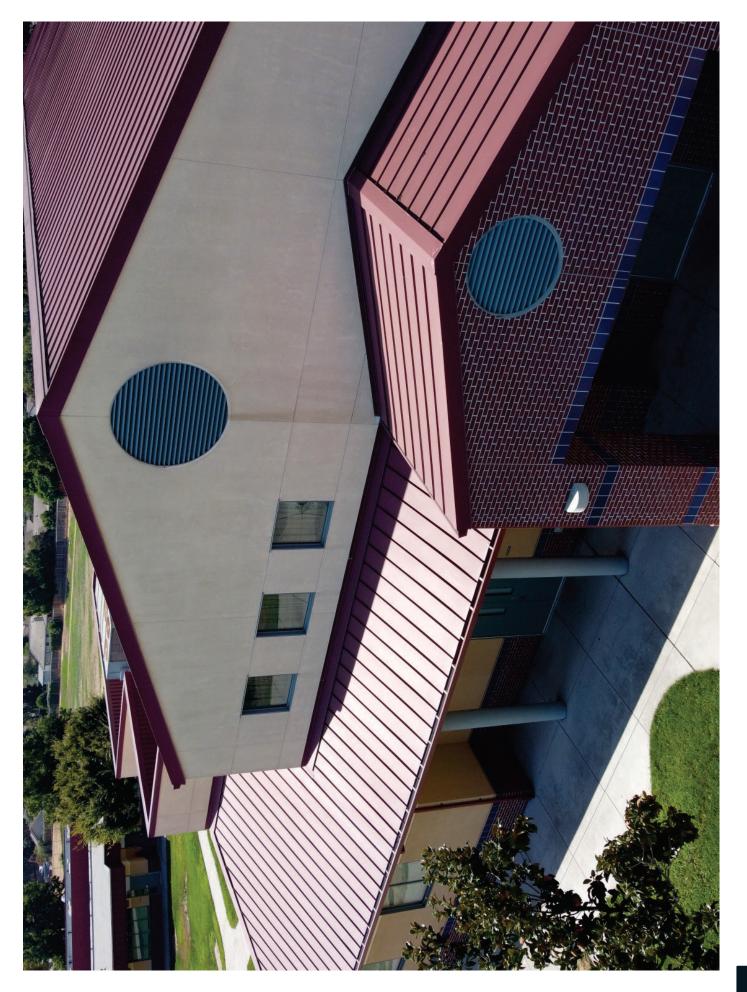
OBSERVATIONS OF CURRENT FACILITY UTILIZATION

There is an even distribution of classrooms serving each grade. Each cluster of classrooms are grouped by grade, with the exception of one 4th grade classroom which is in a separate building. There are a number of classroom spaces are being used as specialty staff offices. This campus has a dedicated music space within the Multi-Purpose Room.

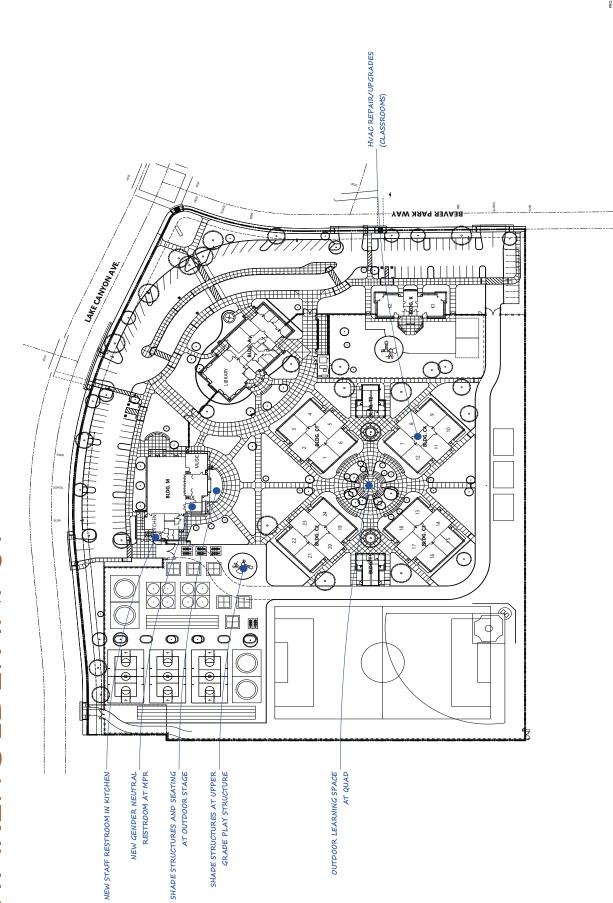
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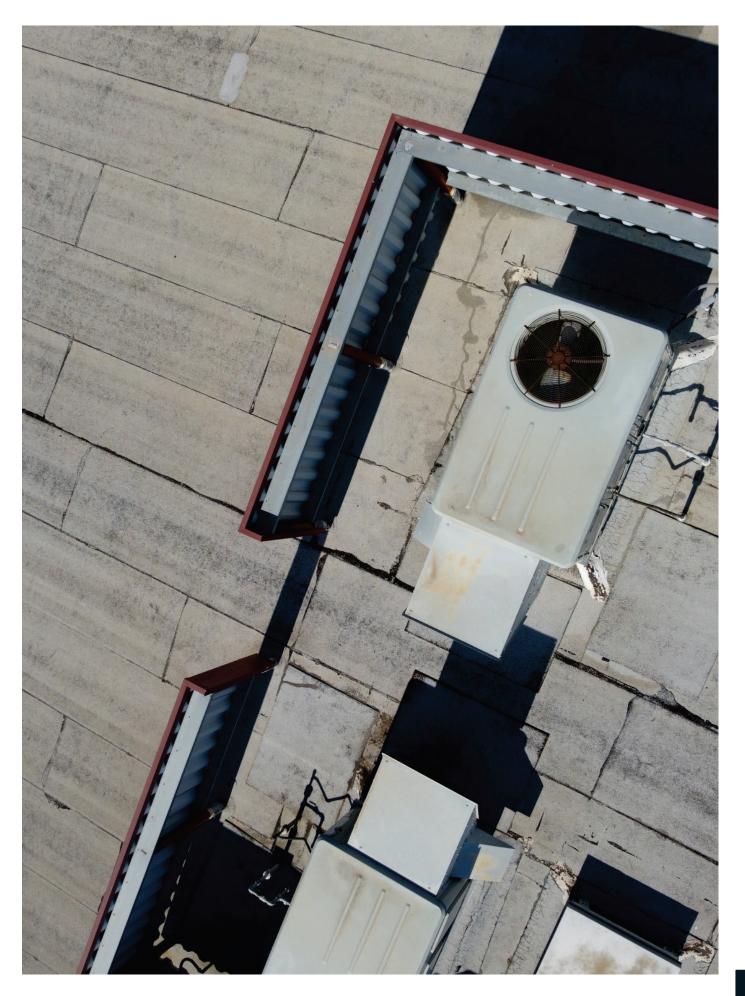


GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | LAKE CANYON ELEMENTARY SCHOOL EXISTING UTILIZATION SITE PLAN



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SALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | LAKE CANYON ELEMENTARY SCHOOL

MAINTENANCE PROJECTS

BUILDING K

General surface repair of floors in next 7-10 years

Maintenance/Minor repair of acoustic tile in next 15-20 years

General surface repair of wall finishes in next 7 years General surface repair of floors in next 4-10 years

BUILDING T2

BUILDING T1

HVAC System replacement recommended within next year

CUICILI

- General surface repair of floors in next 7-10 years
- General repair and maintenance of ceilings in next 7-10 years
- Outdated casework, replacement recommended within next 7 years
- HVAC System replacement recommended within next year

SUILDING CA

- General surface repair of floors in next 5-7 years
- General repair and maintenance of ceilings in next 5-7 years
- HVAC System replacement recommended within next year

BUILDING C3

- Repair and maintenance of walls recommended within next 5-7 years
- General repair and maintenance of ceilings in next 5-7 years
- HVAC System replacement recommended within next year
- Update outdated fixtures where necessary

SUILDING C

- General surface repair of floors in next 5-7 years
- General repair and maintenance of ceilings in next 5-7 years
- HVAC System replacement recommended within next year

UILDING A

- General surface repair of wall finishes in next 7 years
- General surface repair of floors in next 4-10 years
- General repair and maintenance of ceilings in next 5-7 years

BUILDING M

- General surface repair of wall finishes in next 7 years
- General surface repair of floors in next 4-10 years
- Repair and maintenance of walls recommended within next 7-10 years
- HVAC System replacement recommended in next 1-5 years

















NE WAY TO ADDRESS THE NEED! GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | LAKE CANYON ELEMENTARY SCHOOL

campus maintenance work should be evaluation and subsequent replacement of the facilities' HVAC units which are original to the campus's initial construction. Among other campuses as illustrated in this report, Lake Canyon would benefit from the development of an outdoor learning space. The central quad or nearby landscaped areas would provide adequate footprint for the installation of new shade structures and fixed seating to support an outdoor teaching and learning environment. Also in need of shade are the upper grade playgrounds and outdoor As the district's newest addition, Lake Canyon Elementary School is well positioned for successful continued operation in the coming years. To be considered of highest important for amphitheater space south of the Multi-Purpose Room. Other proposed projects include the addition of a single user gender-neutral restroom in the Multi-Purpose Room and a single user dedicated staff restroom within the kitchen.

PROPOSED PROJECT LIST

These proposed projects are preliminary, based on high-level site observations and are to be refined during the design and planning Estimates of probable cost reflect total project costs, including design fees, materials, labor, mark-ups, and agency review when required. Numbers reflect the market rate in 2024. Escalation should be accounted for projects deferred beyond a 12-month period. process with the selected project teams.

OUTDOOR STAGE UPGRADES

Provide new fixed outdoor furniture and fabric sail shade structures at perimeter of outdoor stage

CAMPUS SHADE STRUCTURES

OUTDOOR LEARNING SPACES

Provide new fabric sail shade structures at existing upper grade playground.

OPINION OF PROBABLE COST: \$190,800

\$763,000

OPINION OF PROBABLE COST:

complete with new fabric sail shade structures, fixed outdoor seating, and resurfacing of the existing hardscape with paving and ground surface finishes, such as rubberized surfacing or synthetic turf. This project would bring to campus a dedicated outdoor learning space at the campus quad,

GENDER-NEUTRAL RESTROOMS

\$386,300

OPINION OF PROBABLE COST:

\$171,700

OPINION OF PROBABLE COST:

Provide a single-user gender-neutral restroom at the Multi-Purpose Room (Building M) and a dedicated staff restroom in the kitchen (Building M).

HVAC REPLACEMENT

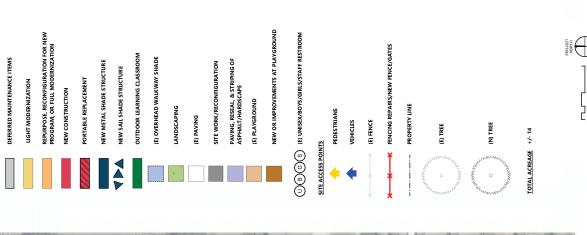
structural considerations, requiring this project to be approved by the Division of the State Architect. If 11, 12, C1, C2, C3, and C4. This cost includes updates to heating and cooling systems with power and Replacement of existing HVAC equipment and systems in-kind of existing buildings: Building M, A, K, it is determined that structural changes aren't required, the estimated project cost will differ.

OPINION OF PROBABLE COST: \$8,262,(

11

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | LAKE CANYON ELEMENTARY SCHOOL PROPOSED MASTER PLAN





















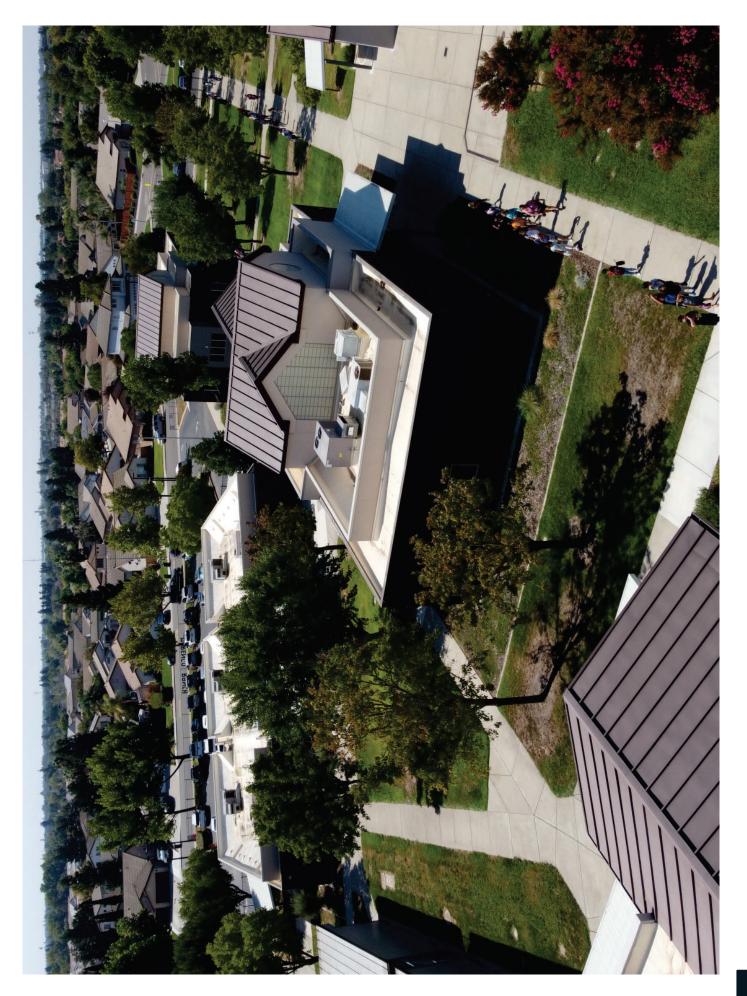
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | LAKE CANYON ELEMENTARY SCHOOL CONCLUSION

In summary, Lake Canyon Elementary School was observed at the time of assessment to feature well-maintained and modern facilities. The master plan for this campus prioritizes regular deferred and preventative maintenance, such as the repair or replacement of the campus's original HVAC systems, as well as the implementation of select projects, primarily those intended to improve functionality and aesthetics of outdoor spaces. As technology and educational standards progress, consideration should be given to modernizing the facilities. These initiatives will further elevate the school's environment and support its mission of providing quality education to students for years to come.





エクスタム の切と国とと



SCHOOL DATA 1000 Elk Hills Drive, Galt, CA 95632







1997 Year Built:

1999, 2019 Modernizations and Campus Additions:

11 Acres Acreage:

475 Current Enrollment:

12 K-3RD

4TH-6TH

Special Ed

 ∞ ELOP

Total Classroom Spaces:

 $^{\circ}$ Additional 31 Total

SITE AERIAL



SCHOOL SITE DESCRIPTION

CA. The campus is bounded to the north by Bay Landing Way, to the east by private support spaces, library, multi-purpose space, and kindergarten through fifth-grade hardscape, and pedestrian paths of travel throughout the campus appeared, at the accessibility evaluation take place to confirm compliance with modern ADA and fire life esidences, to the south by Elk Hills Drive and to the west by Bay Shore Drive. The site is a relatively rectangular, 11-acre site sitting east of Carillion Boulevard and west of Robert L. McCaffrey Middle School. The school's campus is comprised of six permanent buildings, three modular classroom buildings on permanent foundations and ten portable classroom buildings on temporary foundations distributed evenly throughout classrooms. Campus portable classrooms house sixth-grade classes and student and Learning Opportunities Program (ELOP), and social worker. The campus has a continuous blacktop play area with dedicated sport courts, two play structures and an adjacent large, irrigated recreation field. An enclosed outdoor Kindergarten area wields he Marengo Ranch Elementary School campus is located at 1000 Elk Hills Drive, Galt, campus. The placement of the permanent buildings is centralized around paved and tree-lined greenways. The permanent buildings house the school's administrative and staff support spaces such as the campus's behaviorist, speech therapist, Expanded a tree-lined grass field and an age-appropriate play structure. There are two parking The western parking lot contains a passenger drop-off area with ingress and egress connecting Elk Hills Drive and Bay Shore Drive. The eastern lot serves staff and visitor time of this assessment, to be in acceptable condition. It is recommended that further safety ordinances. In general, door hardware at classroom buildings includes lock-sets ots, both entrances are on Elk Hills Drive and the largest lot exits along Elk Hills Drive. parking with two spaces currently designated by the campus for ADA use. The site, lockable from either side, demonstrating intent for continued campus-wide security.

BUILDINGS

Marengo Ranch Elementary School was originally constructed in 1997 with subsequent alterations completed since its construction. Generally, the construction of the original school buildings consists of metal framing, metal framed dual-pane windows, exterior stucco with stucco trim, steel columns, and concrete slab flooring. Building A, H, and G have cement siding instead of stucco. The building materials for the permanent portable classroom Buildings include plywood siding and wood trim, vented concrete all four sides of the classrooms, and metal framed dual-pane windows. All campus buildings are detached. The roofs on the permanent buildings appeared, at the time of assessment, to be in acceptable condition. It is recommended that HVAC equipment and systems be considered for immediate repair or replacement for continued operation. The portable classroom buildings' roofs appeared to be in acceptable condition and would only need cosmetic repairs at this time.

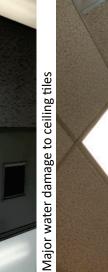
PROGRAM SPACES

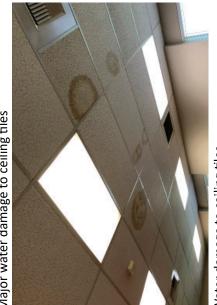
Finishes throughout Marengo Ranch's permanent classroom buildings appeared to be in acceptable condition with minimal cosmetic damage. Typical surface materials included broadloom carpet, vinyl tile flooring, lay-in acoustic ceiling tiles, hollow metal doors, plastic-laminate veneer at plywood or MDF casework, rubber floor base, tackable wall covering and interior paint. These materials were consistent with the construction of other permanent buildings campus wide. While the existing program spaces are adequate in supporting the current needs of the campus, modernization should be considered as technological and educational standards continue to evolve.



Gaps between asphalt and concrete







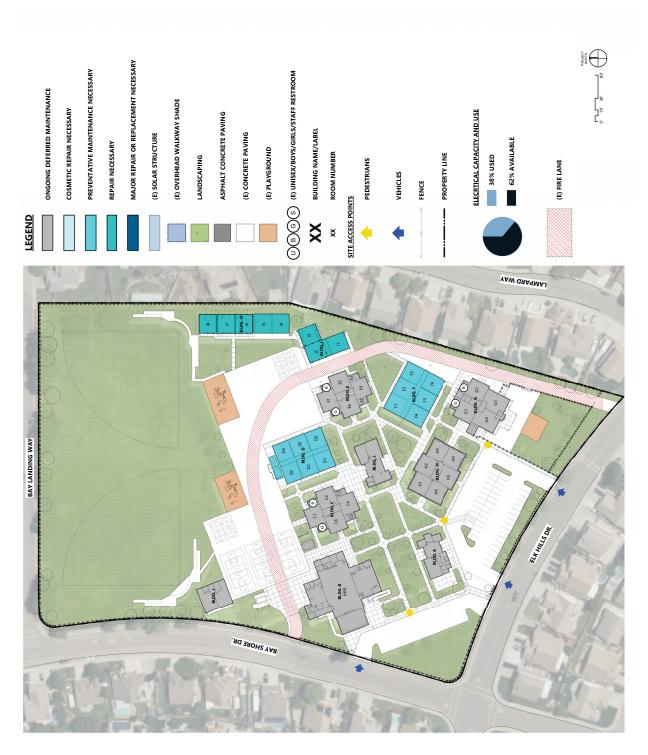
Water damage to ceiling tiles

Portable exterior damage



Cracks appearing on blacktop

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | MARENGO RANCH ELEMENTARY SCHOOL ASSESSMENT SITE PLAN



FACILITY ASSESSMENT DATA SCORING SHEETS

This worksheet establishes data for determination of priority projects across a campus or district wide level. Please note that the findings in this spreadsheet are based on the architect's field observations only. In the event any hazardous, structural, or fire and life safety discrepancies are witnessed by the architect, the district may be required to conduct additional testing or research to ensure the safety of the students, staff, and community. The architect will report any findings of this nature to the district.

MAKENGO KANCH ELEMENTAKT SCHOOL																									
ksheet establis	shes data for determination of priority p	projects across a campus or district wide level. Please note that the findings	in this spreadshe	eet are based	on the archi	Hect's field observations only.	ns only. In the eventany				\mathbb{H}	Rafing	Key				+	\mathbb{H}			Ш				Н
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FACILITY ASSESSMENT DATA SCORING SHEETS

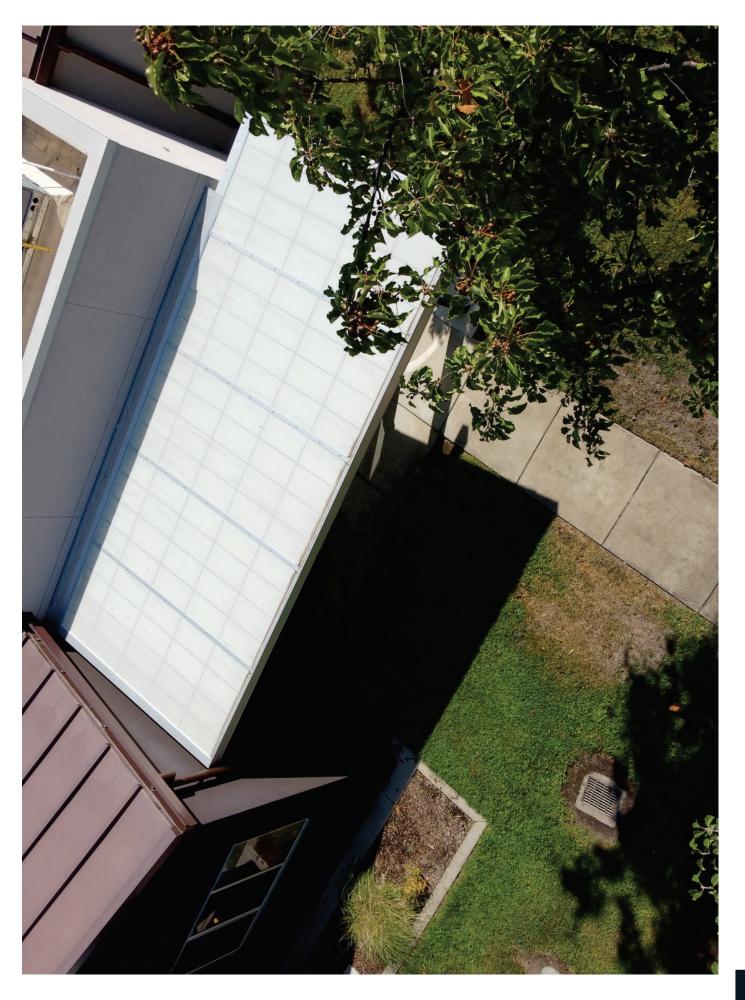
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~ Z	Need dedicated music room leed space in Admin Bldg. for private mee	elings with families & other parties																								
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OBSERVATIONS OF CURRENT FACILITY UTILIZATION

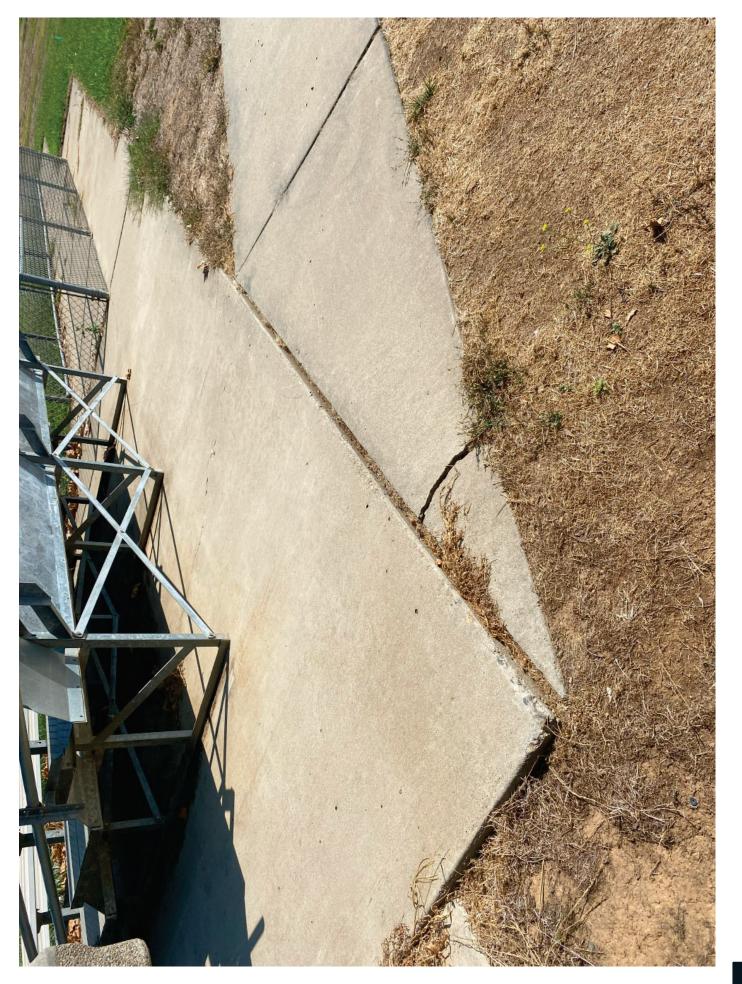
Grades at Marengo Ranch are grouped within close proximity of one another, excepting one 6th grade classroom. There is an even distribution of spaces per grade with a significant number of specialized staff classrooms and support spaces. Currently, the school's science room is being used to hold overflow storage. Physical education and music have dedicated spaces.

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | MARENGO RANCH ELEMENTARY SCHOOL









SALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | MARENGO RANCH ELEMENTARY SCHOOL

MAINTENANCE PROJECT

- Minor touch-up of wall finishes recommended within next 10-15 years
- Minor touch-up of floors recommended in next 10-15 years
- General repair and maintenance of ceilings in next 7-10 years
- Outdated casework, replacement recommended within next 7 years

BUILDING D + TRAILER

- Minor touch-up of floors recommended in next 10-15 years
- HVAC System replacement recommended in next 1-5 years

- Paint and patch doors as general maintenance, update hardware in next 10 years
- Minor touch-up of wall finishes recommended within next 10-15 years
- Minor touch-up of floors recommended in next 10-15 years
- Repair and maintenance of walls recommended within next 7-10 years
- General repair and maintenance of ceilings in next 7-10 years

BUILDING F

- Minor touch-up of wall finishes recommended within next 7-10 years
- Minor touch-up of floors recommended in next 7-10 years
- Repair and maintenance of walls recommended within next 7-10 years
- General repair and maintenance of ceilings in next 7-10 years
- HVAC System replacement recommended within next year
- General surface repair of wall finishes in next 7 years
- General surface repair of floors in next 4-10 years
- Repair and maintenance of walls recommended within next 5-7 years
- General repair and maintenance of ceilings in next 5-7 years
- Aging casework, replacement recommended within next 5 years
- HVAC System replacement recommended within next year

BUILDING A

- Minor touch-up of wall finishes recommended within next 7-10 years
- Minor touch-up of floors recommended in next 7-10 years
- Repair and maintenance of walls recommended within next 7-10 years
- General repair and maintenance of ceilings in next 7-10 years
- Outdated casework, replacement recommended within next 7 years
- HVAC System replacement recommended in next 1-5 years

BUILDING B

- Paint and patch doors as general maintenance, update hardware in next 10 years
- Minor touch-up of wall finishes recommended within next 10-15 years
- Minor touch-up of floors recommended in next 10-15 years
- Repair and maintenance of walls recommended in next 10-15 years
- Outdated casework, replacement recommended within next 7 years
- Update outdated fixtures where necessary
- HVAC System replacement recommended in next 1-5 years

BUILDING L

General repair and maintenance of ceilings in next 5-7 years

















ONE WAY TO ADDRESS THE NEE!

and deferred maintenance in the immediate future. However, the school's relocatable classrooms are over twenty years old and in need of replacement. This proposed conceptual Like Lake Canyon, Marengo Ranch ES is a comparatively new campus in the district. The school's permanent buildings are in relatively good condition and would only warrant cosmetic plan includes the in-kind replacement of all buildings of portable or modular construction: Building D, Building F, Building I, and Building I.2.

existing asphalt play areas and the application of colored coating to sports courts and play-lines. Another need expressed by the users is the addition of shade structures at the campus's playgrounds and outdoor seating and lunch areas. Permanent shade structures increase usability of these external spaces for various outdoor curricula, protected from the intense Most of the proposed work at this campus involves the site and outdoor elements. In need of maintenance is the campus's blacktop hardscape. This report proposes the resurfacing of the summers experienced in the California central valley.

Increasing staff numbers and enrollment justifies the expansion of the existing parking lots. This conceptual plan proposes the expansion of the western parking lot to accommodate for additional staff and visitors' parking without disrupting the existing drop-off area. Finally, current campus performing arts programs would benefit from the construction of an outdoor stage adjoining the existing Multi-Purpose Room (Building B). Project would include providing access from and minor reconfiguration of existing backstage area within the Multi-Purpose Room as necessary.

PROPOSED PROJECT LIST

These proposed projects are preliminary, based on high-level site observations and are to be refined during the design and planning required. Numbers reflect the market rate in 2024. Escalation should be accounted for projects deferred beyond a 12-month period. Estimates of probable cost reflect total project costs, including design fees, materials, labor, mark-ups, and agency review when process with the selected project teams.

PARKING LOT RECONFIGURATION

Improvements and expansion of existing west parking lot to accomodate growing need for staff and visitor parking. Work would include improved landscaping and pavement as required. OPINION OF PROBABLE COST: \$1,268,500

CAMPUS SHADE STRUCTURES

Provide new metal shade structures at existing playrounds and lunch areas.

OPINION OF PROBABLE COST: \$262,300

PLAY AREA UPGRADES

Resurfacing of the existing asphalt play areas and application of blacktop coating to sport courts to add color while prolonging its lifespan. OPINION OF PROBABLE COST: \$1,487,900

OUTDOOR STAGE

would include providing access from and minor reconfiguration of existing backstage area within the Construct a concrete outdoor stage to adjoin the existing Multi-Purpose Room (Building B). Project Multi-Purpose Room as necessary.

OPINION OF PROBABLE COST: \$720,000

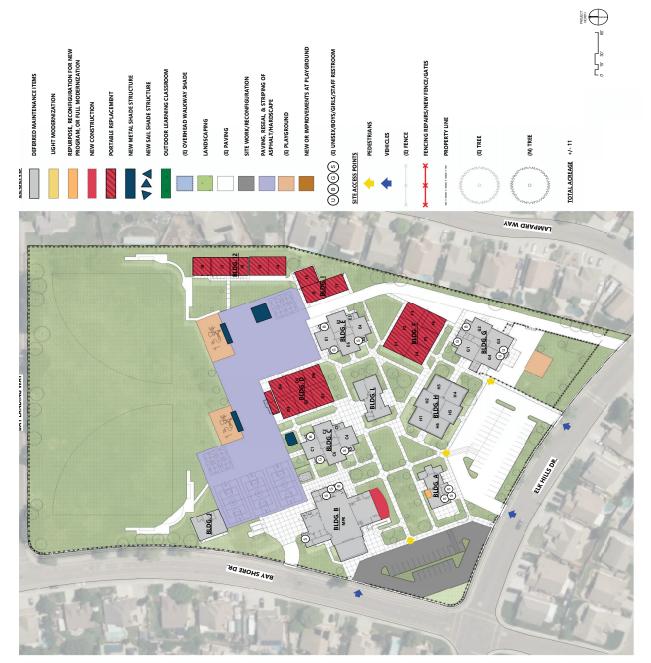
PORTABLE CLASSROOM REPLACEMENT / RELOCATION

Sequenced in-kind replacement of the campus's aging relocatable classrooms: Building D, Building F, Building I & Building 12.

OPINION OF PROBABLE COST: \$19,757,900

93

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | MARENGO RANCH ELEMENTARY SCHOOL PROPOSED MASTER PLAN







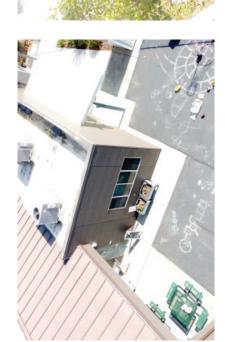


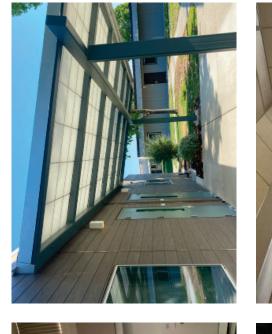


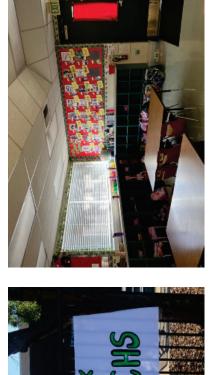












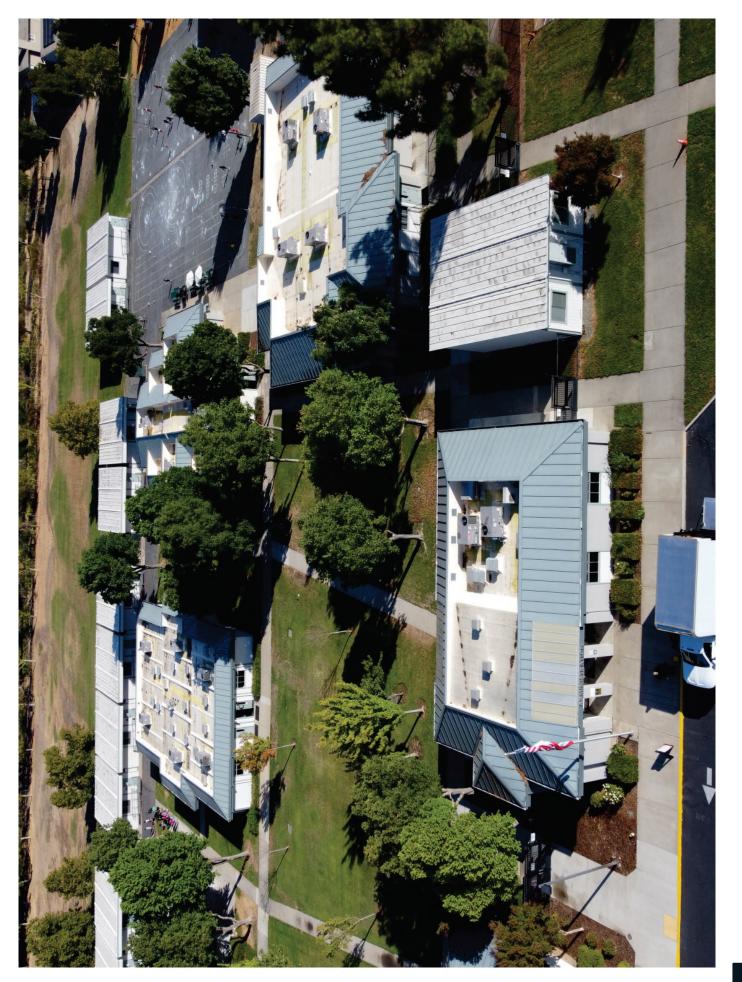
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | MARENGO RANCH ELEMENTARY SCHOOL CONCLUSION

In conclusion, most of Marengo Ranch Elementary School, being a relatively new campus in the district, its permanent facilities feature modern, functional spaces, fixtures and finishes. However, its portable classrooms are aging and necessitate replacement, as outlined in the proposed conceptual plan. The other focus of this campus plan is the enhancement of the site's outdoor spaces: reconfiguring vehicular circulation and parking lot quantities, improving the existing play areas and providing enjoyable outdoor environments for learning, performing arts, and recreation. These proposed enhancements align with the school's commitment to providing adequate teaching and learning facilities to meet the current and future needs of its students and staff.

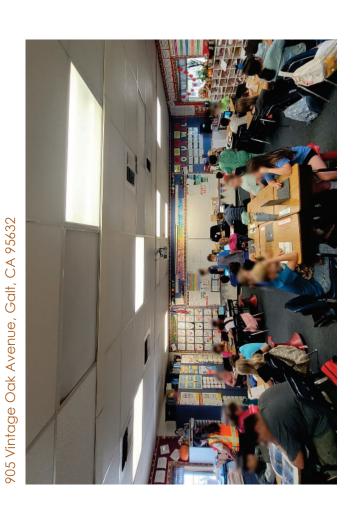




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GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | RIVER OAKS ELEMENTARY SCHOOL









1992, 1993-1997 Year Built:

2017, 2020, 2022 Modernizations and Campus Additions:

10 Acres Acreage:

518 Current Enrollment: K-3RD

12

 ∞ 4TH-6TH 2 Special Ed 2

2

ELOP

Total Classroom Spaces:

Additional

35 Total

SITE AERIAL



SCHOOL SITE DESCRIPTION

SITE

There are fifteen portable classroom buildings lining the north perimeter of the west by private residences, and to the south by Vintage Oak Avenue. The campus is elatively square, sitting on a 10-acre site. The school's campus is comprised of seven developed campus area and scattered amidst the permanent buildings. The seven portable classroom buildings house sixth grade and overflow second and third grade staff support programs. The campus has three separate asphalt play areas. North of the campus buildings is an irrigated recreation field. The kindergarten building has a dedicated hardcourt and play structure area and the remaining two hardcourts are on in the eastern and western areas of the site serving the upper grades. There are Galt, CA. The campus is bounded to the north by undeveloped land, to the east and permanent buildings which surround a tree-lined greenbelt at the campus center. multipurpose room, and kindergarten through fifth grade classrooms. The campus's classrooms, as well as the campus's special day classrooms and various student and parking lot directly in front of the kindergarten classroom building is used for staff The River Oaks Elementary School campus is located at 905 Vintage Oak Avenue, permanent buildings house the school's library, administrative and support spaces, two parking lots with ingress and egress along Vintage Oaks Avenue. The eastern and visitor parking has two parking stalls designated by the campus for ADA use.

BUILDINGS

River Oaks Elementary School was originally constructed in 1992 with subsequent alterations completed since its construction. Generally, the construction of the original school buildings consists of wood framing, metal framed dual-pane windows, exterior stucco and brick with wood trim, brick columns, and concrete slab flooring. The building materials for the portable classroom Buildings include plywood siding and wood trim, metal framed dual-pane windows, and set on wood sleepers over AC paving with wood and metal ramps. All the campus' buildings are stand-alone and not connected by covered walkway. The roofs on the permanent buildings appear to be in acceptable condition. It is recommended that select HVAC roof top units be considered for immediate repair for continued use. The portable classroom buildings' roofs appeared to be in acceptable condition and would only justify cosmetic repair at the time of assessment.

PROGRAM SPACES

Condition of finishes throughout River Oaks' facilities varied between buildings. The majority of the permanent structures presented to be in acceptable condition. Identified as a candidate for modernization is Building D, which currently houses 1st and 2nd grade classrooms. Typical surface materials included broadloom carpet, vinyl tile flooring, lay-in acoustic ceiling tiles, hollow metal doors, plastic-laminate veneer at plywood or MDF casework, rubber floor base, tackable wall covering and interior paint. These materials were consistent with the construction of all other permanent buildings campus wide. While the remaining existing program spaces are adequate in supporting the current needs of the campus, modernization should be considered as technological and educational standards continue to evolve. Staff and community at this campus have expressed the desire for additional/supplemental program spaces as well as the modernization of existing facilities.



large gaps and cracks appearing on concrete

large gaps and cracks appearing on concrete





cracks appearing on asphalt



walls have wear and tear

storage rooms are messy and unorganized

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | RIVER OAKS ELEMENTARY SCHOOL ASSEES SMENT SITE PLAN



FACILITY ASSESSMENT DATA SCORING SHEETS

This worksheet establishes data for determination of priority projects across a campus or district wide level. Please note that the findings in this spreadsheet are based on the architect's field observations only. In the event any hazardous, structural, or fire and life safety discrepancies are witnessed by the architect, the district may be required to conduct additional testing or research to ensure the safety of the students, staff, and community. The architect will report any findings of this nature to the district.

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ensure the safety of th	he students, staff, and community. The ar	architect will report any findings of this nature to the	he district.			,						2=]0 6	osmetic repair	T necessary	ide							6-10
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2024 DISTRICT FACILITIES MASTER PLAN

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OBSERVATIONS OF CURRENT FACILITY UTILIZATION

This campus has an even distribution of classroom to grades. Currently, 3rd grade classes are spread across permanent and portable buildings, while all of 6th grade is utilizing portable classrooms. There are numerous classrooms being shared for numerous uses (i.e. specialty staff, curriculum storage, PE). This site has only one dedicated classroom for the special education program.

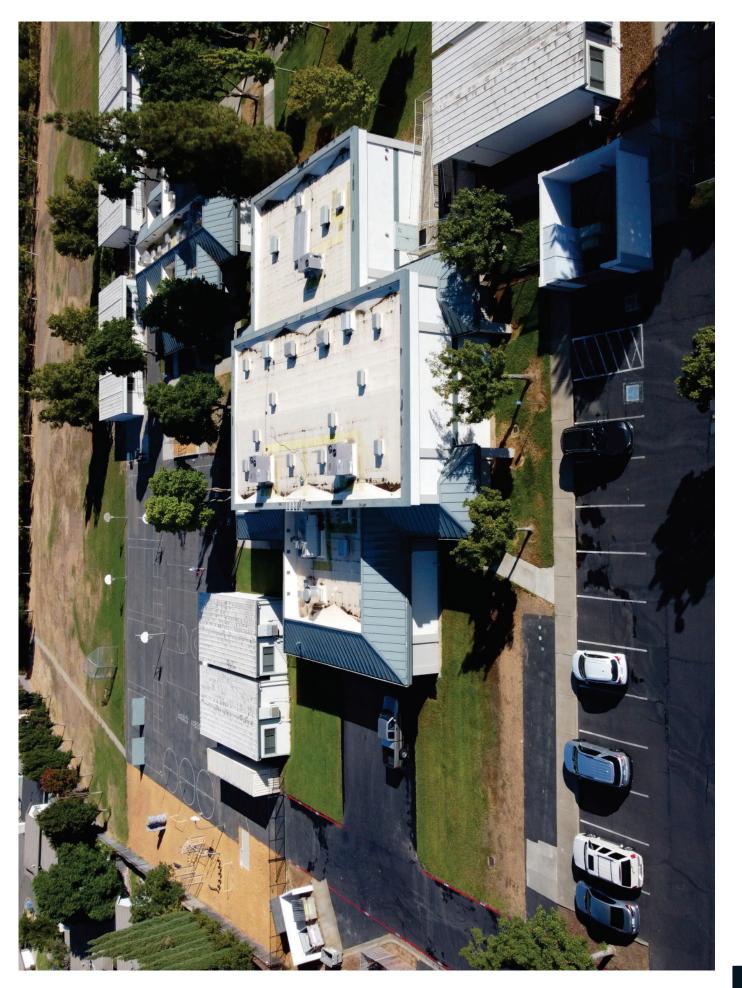




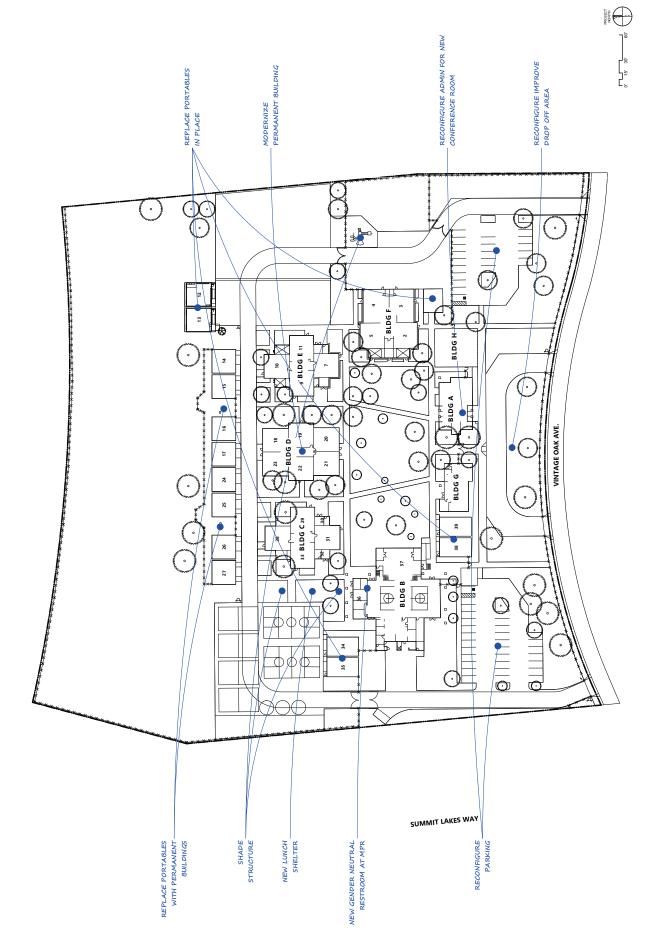
CURRICULUM / STORAGE

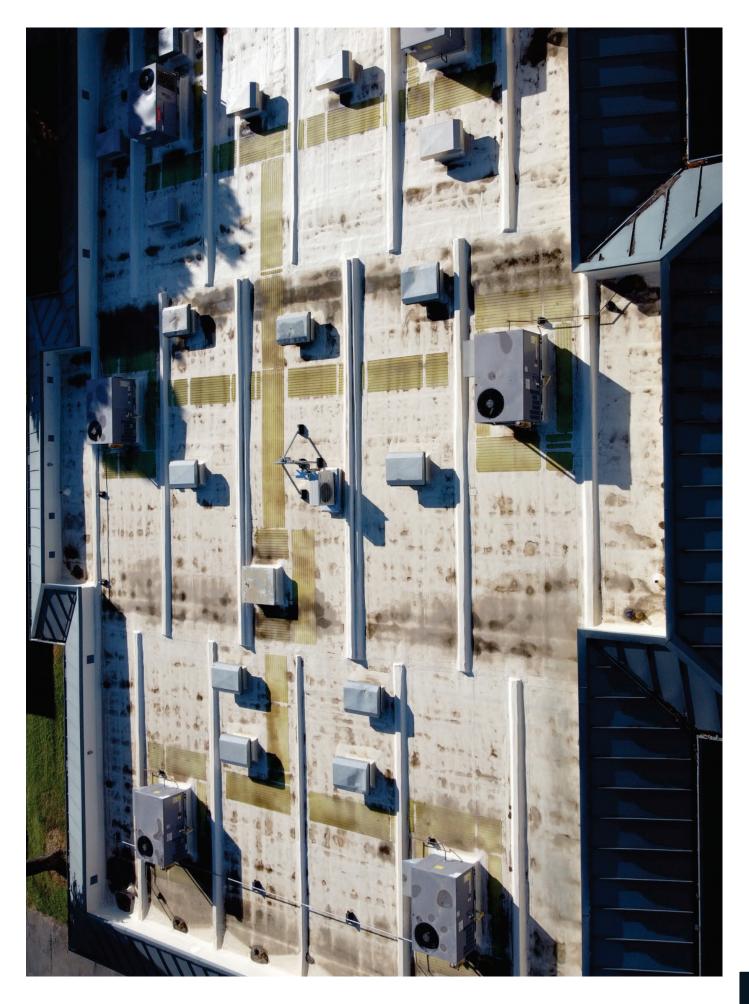
STUBNI RESTROOMS
STAFF RESTROOMS
THE COUNSELOR / PSYCHOL

MUSIC MULTI-PI STUDEN STAFF W



GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | RIVER OAKS ELEMENTARY SCHOOL **STAKEH**(





SALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | RIVER OAKS ELEMENTARY SCHOOL

MAINTENANCE PROJECT

BUILDING C

- Minor touch-up of wall finishes recommended within next 10-15 years
- Minor touch-up of floors recommended in next 10-15 years
- General repair and maintenance of ceilings in next 7-10 years
- Outdated casework, replacement recommended within next 7 years

BUILDING D + TRAILER

- Minor touch-up of floors recommended in next 10-15 years
- HVAC System replacement recommended in next 1-5 years

- Paint and patch doors as general maintenance, update hardware in next 10 years
- Minor touch-up of wall finishes recommended within next 10-15 years
- Minor touch-up of floors recommended in next 10-15 years
- Repair and maintenance of walls recommended within next 7-10 years
- General repair and maintenance of ceilings in next 7-10 years

BUILDING F

- Minor touch-up of wall finishes recommended within next 7-10 years
- Minor touch-up of floors recommended in next 7-10 years
- Repair and maintenance of walls recommended within next 7-10 years
- General repair and maintenance of ceilings in next 7-10 years
- HVAC System replacement recommended within next year

BUILDING H

- General surface repair of wall finishes in next 7 years
- General surface repair of floors in next 4-10 years
- Repair and maintenance of walls recommended within next 5-7 years
- General repair and maintenance of ceilings in next 5-7 years
- Aging casework, replacement recommended within next 5 years
- HVAC System replacement recommended within next year

BUILDING A

- Minor touch-up of wall finishes recommended within next 7-10 years
- Minor touch-up of floors recommended in next 7-10 years
- Repair and maintenance of walls recommended within next 7-10 years
- General repair and maintenance of ceilings in next 7-10 years
- Outdated casework, replacement recommended within next 7 years
- HVAC System replacement recommended in next 1-5 years

BUILDING B

- Paint and patch doors as general maintenance, update hardware in next 10 years
- Minor touch-up of wall finishes recommended within next 10-15 years
 - Minor touch-up of floors recommended in next 10-15 years
- Repair and maintenance of walls recommended in next 10-15 years
- Outdated casework, replacement recommended within next 7 years
- Update outdated fixtures where necessary
- HVAC System replacement recommended in next 1-5 years

BUILDING L

General repair and maintenance of ceilings in next 5-7 years



















2024 DISTRICT FACILITIES MASTER PLAN

NE WAY TO ADDRESS THE NEEL

The River Oaks Elementary School campus would benefit from several projects to improve staff and student safety and wellness and daily operation. During early meetings with the committee, campus leadership expressed the present hazards caused by current traffic flow at the existing parking lots and drop-off zones. It is recommended that the site undergo a reconfiguration and expansion of these vehicular areas, to accommodate for growing need for additional staff and visitor parking and relieve traffic flow. Another project proposed is the adadition of metal shade structures at the reconfigured pick-up/drop-off area, the existing lunch area north of the Multi-Purpose Room, and the two existing play structures. The portable campus buildings are aging and would benefit from replacement. This conceptual plan proposes the replacement of the eight portable classrooms at the north of campus with two permanent classroom buildings. These buildings would be of like construction to the existing classroom buildings and accommodate eight total classrooms, single user restrooms, and teacher prep space.

This would include the repair or replacement of finishes, casework, HVAC equipment, power, data, and lighting fixtures to improve functionality and aesthetic quality of the space. Other projects identified are the addition of a gender-neutral restroom in the campus's Multi-Purpose Room, and the reconfiguration of the campus's Admin building to include a conference It is also recommended that the remaining portable classroom buildings be replaced in-kind at their existing locations. Building D was identified as a candidate for building modernization. room to satisfy the users' current need for confidential small-group meeting space.

PROPOSED PROJECT LIST

These proposed projects are preliminary, based on high-level site observations and are to be refined during the design and planning required. Numbers reflect the market rate in 2024. Escalation should be accounted for projects deferred beyond a 12-month period Estimates of probable cost reflect total project costs, including design fees, materials, labor, mark-ups, and agency review when process with the selected project teams.

PARKING LOT RECONFIGURATION

and visitor parking while improving efficiency of traffic circulation. Work would include improved Improvements and expansion of existing parking lot and drop-off areas to allow for more staff landscaping and pavement as required. \$2,823,000 **OPINION OF PROBABLE COST:**

CAMPUS SHADE STRUCTURES

Provide new metal shade structures at existing playrounds, outdoor lunch seating area, and student drop-off/pick-up areas. \$1,084,900 **OPINION OF PROBABLE COST:**

ADMIN BUILDING RECONFIGURATION

Project includes the demising of a new conference room within the existing campus administration building. Conference room to be equipped with power, data, and audio/visual infrastructure to support modern operation. \$421,100 **OPINION OF PROBABLE COST:**

BUILDING MODERNIZATION

Modernization of existing permanent classroom Building D to include the repair or replacement of inishes, casework, HVAC equipment, power, data, and lighting fixtures.

\$3,443,000 **OPINION OF PROBABLE COST:**

NEW CLASSROOM BUILDINGS

Two (2) new permanent buildings would house eight (8) total individual classrooms to replace the existing relocatable classrooms: 14, 15, 16, 17, 24, 25, 26, & 27. Project scope would include associated Addition of new classroom buildings of permanent construction to be located at the north of campus. sitework and landscaping.

OPINION OF PROBABLE COST: PORTABLE CLASSROOM REPLACEMENT

\$19,456,400

\$8,148,800

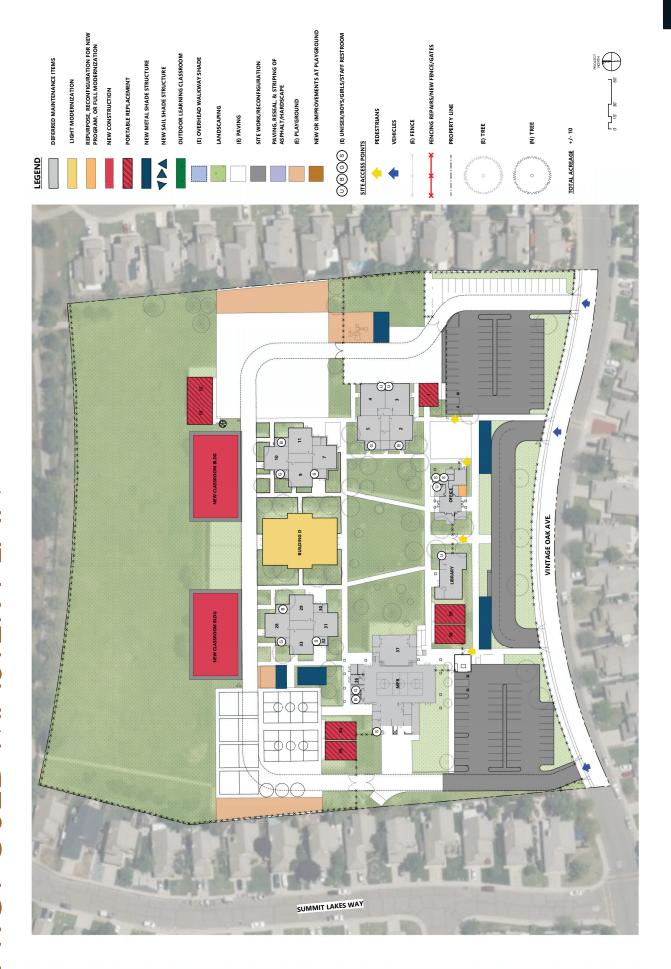
\$85,900

In-kind replacement of the campus's aging relocatable classrooms: rooms 12, 13, 34, 35, 38 & 39.

OPINION OF PROBABLE COST: GENDER-NEUTRAL RESTROOM

OPINION OF PROBABLE COST: Provide a single-user gender-neutral restroom at the Multi-Purpose Room.

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | RIVER OAKS ELEMENTARY SCHOOL PROPOSED MASTER PLAN















GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | RIVER OAKS ELEMENTARY SCHOOL CONCLUSION

River Oaks Elementary School is a candidate for several improvement projects aimed at enhancing its learning environments, roadways, outdoor spaces, and daily operations of students and staff. Concerns over traffic flow and safety hazards prompted recommendations for reconfiguring and expanding the existing parking lots and dropoff zones.

Additionally, plans include installing shade structures at key areas such as the pick-up zone, lunch area, and existing play structures to provide relief from sun exposure. The aging portable classrooms at the north of site present an opportunity for replacement with two permanent classroom buildings, while the remaining portable classrooms throughout the campus are recommended to be replaced in-kind to allow for future flexibility as the campus needs fluctuate.

Further enhancements include the addition of a gender-neutral restroom in the existing Multi-Purpose Room and reconfiguring the Admin building to include a conference room, addressing the need for confidential small-group meetings. These projects collectively aim to create a safer, more functional, and conducive learning environment at River Oaks Elementary School.





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GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | VALLEY OAKS ELEMENTARY SCHOOL

SCHOOL DATA 21 C Street, Galt, CA 95932







1968, 1975 - 1986 Year Built:

2018, 2019, 2024 Modernizations and Campus Additions:

10.4 Acres Acreage:

514 Current Enrollment: K-3RD

13

4TH-6TH

Special Ed

ELOP

Total Classroom Spaces:

2 Additional 34 Total

SITE AERIAL



SCHOOL SITE DESCRIPTION

he Valley Oaks Elementary School campus is located at 21 C Street, Galt, CA. The campus is bounded to the south by C Street, to the west, north and east by private esidences. The site is relatively square, sitting on a 10.4-acre site. The school's campus is comprised of seven permanent buildings, which are located approximately at the buildings spread throughout the site. The arrangement for the permanent buildings is centralized around paved and landscaped quad areas. The seven buildings house the overflow kindergarten through fourth grade, music, and support spaces. The portable south end spreading to the east and west of the site. There are 19 portable classroom school's library, administrative and support spaces, multipurpose room, kindergarten pavement striping, a curb cut, a sidewalk ramp and a sidewalk. The western parking through sixth grade classrooms. The campus's portable classroom buildings, houses buildings are spread throughout the site and between the seven permanent buildings. North of the campus buildings are the school's blacktop play areas, playground structures, and irrigated recreation field. The kindergarten building has a dedicated outdoor space and play structure. There are two parking lots with both entrances and exits along C Street. The eastern parking lot is next to the multi-purpose building and has a bus drop off, staff and visitor parking with four spaces that are currently designated by the campus for ADA use. There is paved pedestrian egress between the staff and visitor parking lot and the school's main entrance. The path is defined by signage, ot is to the west of the administrative building and is used for staff and visitor parking.

BUILDINGS

Valley Oaks Elementary School was originally constructed in 1968 with buildings A, B, and C, with buildings D, E, and F completed in 1977 with subsequent alterations completed since its construction. Classroom Building G, fifth and sixth grade was constructed in 2023. Generally, the construction of the original school buildings consists of wood framing, metal framed single-pane windows, exterior stucco with brick-cladding, wood siding, wood trim, and concrete slab flooring. The building metal framed single-pane windows, buildings are set on concrete and AC paving with metal and wood ramps. All the campus' buildings are stand-alone and not connected by covered walkway. The roofs on the permanent buildings appeared, at the time of the assessment, to be in acceptable condition. It is recommended that select HVAC roof top units be considered for immediate repair for continued use and the appear to warrant repair at the time of assessment. It is recommended that portable classroom buildings 22, 23, 24, and 25 be considered for immediate replacement. The site, hardscape, and pedestrian paths of travel throughout the campus appeared, at the time of this assessment, to be in acceptable condition. It is recommended that further accessibility evaluation take place to confirm compliance with modern ADA and fire life safety ordinances. Student restrooms, drinking fountains and parking materials for the portable classroom Buildings include plywood siding and wood trim, remaining units be considered for continued preventative maintenance. The majority of portable classroom buildings' roofs appeared to be in good condition and did not stalls require updated signage to comply with current accessibility requirements.

PROGRAM SPACES

Modernized and expanded instructional and support spaces are required throughout the campus to meet desired instructional needs, e.g. flexibility, outdoor learning, shade structures, enlarge and reconfigure administration building to add additional offices and conference room, reconfigure library conference room to gain two offices, add gender neutral student restroom, reconfigure parking, etc. Staff and community at this campus have expressed the desire for additional/supplemental program spaces as well as the modernization of existing facilities.





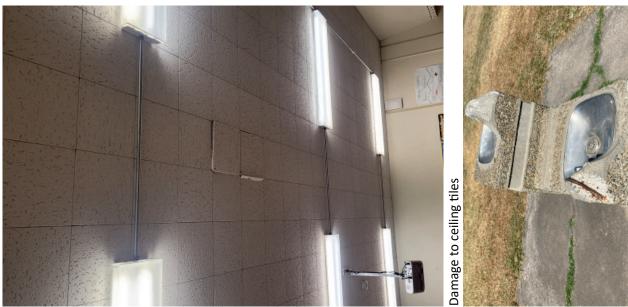




Casework is damaged in classrooms



Old walkways are cracked and unleveled

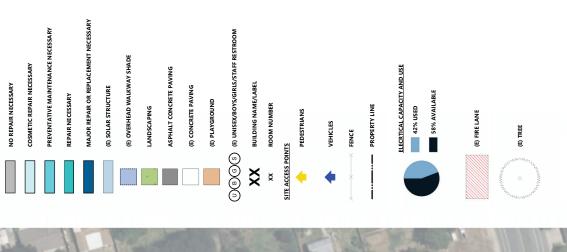


Drinking fountains are broken/damaged

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | VALLEY OAKS ELEMENTARY SCHOOL ASSESSION ASSESSMENT SITE PLAN

LEGEND





FACILITY ASSESSMENT DATA SCORING SHEETS

This worksheet establishes data for determination of priority projects across a campus or district wide level. Please note that the findings in this spreadsheet are based on the architect's field observations only. In the event any hazardous, structural, or fire and life safety discrepancies are witnessed by the architect, the district may be required to conduct additional testing or research to ensure the safety of the students, staff, and community. The architect will report any findings of this nature to the district.

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	SDC Room	#65169	1996	27	27		-	1 2	-	2 1	-	2 3	3	3 2	2 2	-	4 4	3	43 23.2
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Room 17	2nd Grade	#26684	1968	26	99		-	2 3	-	4	-	2 3	3	3 4	2 2	-	4 3	3	47 52.6
Room 18	2nd Grade	#26684	1968	26	99		-	2 3	-	4	-	2 3	3	3	2 2	-	4	3	46 51.5
	Speech	#37677	1974	49	49		2	2 3	2	4 3	-	3 4	4	3 4	3	2	4	4	57 65
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RM25 Room 25	Construction Office	#38178	NOTAVAIL	n/a	n/a		2	2 3	-	4 2		3 3	4	4 3	3	2	4	3	25
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RM28 Room 28	6th Grade	#45194	1983	40	40		-	2 3	-	4 1	-	3 3	4	4 3	3 3	-	4 1	3	49 39
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RM36 Room 36	Staff Room	#02-106220	2004	19	19		-	1 2	2	2 1	-	1 2	2	2 3	2 2	-	9	2	38
Room 37	Sh Grade	#40222	1977	46	46	,	1	1 3	-	3 1	-	2 4	3	4 3	3 3	1	4 3	3	48 44
Room 38	4th Grade	#40222	1977	46	46	,	-	1 3	-	3 1	1	2 4	3	4 3	3 3		4 3	3	
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FACILITY ASSESSMENT DATA SCORING SHEETS

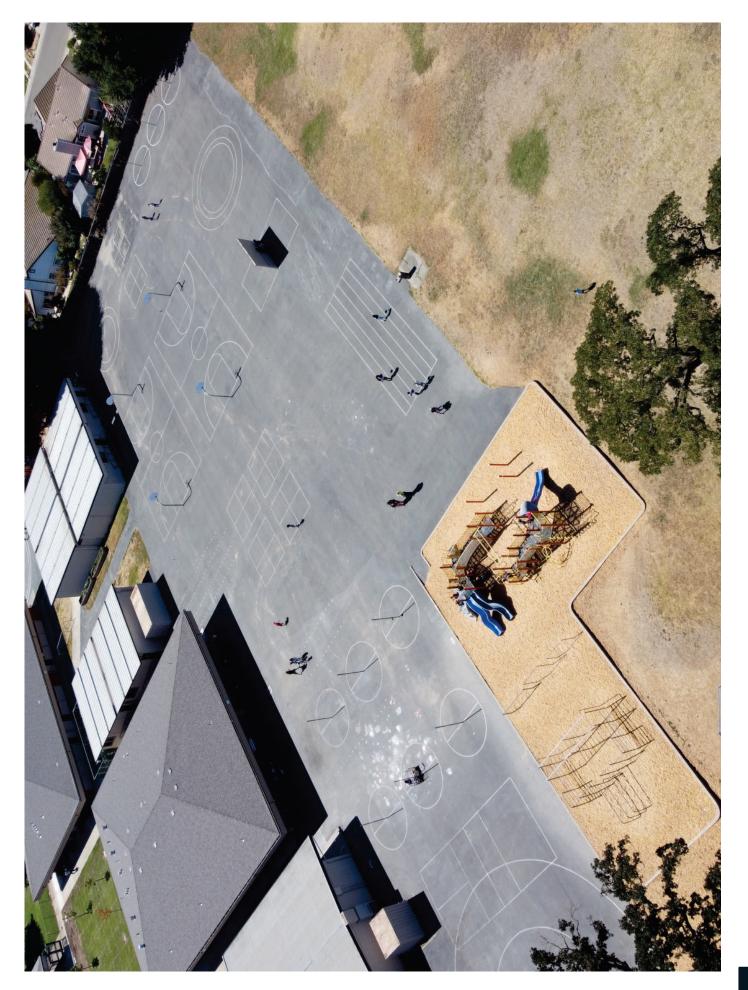
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OBSERVATIONS OF CURRENT FACILITY UTILIZATION

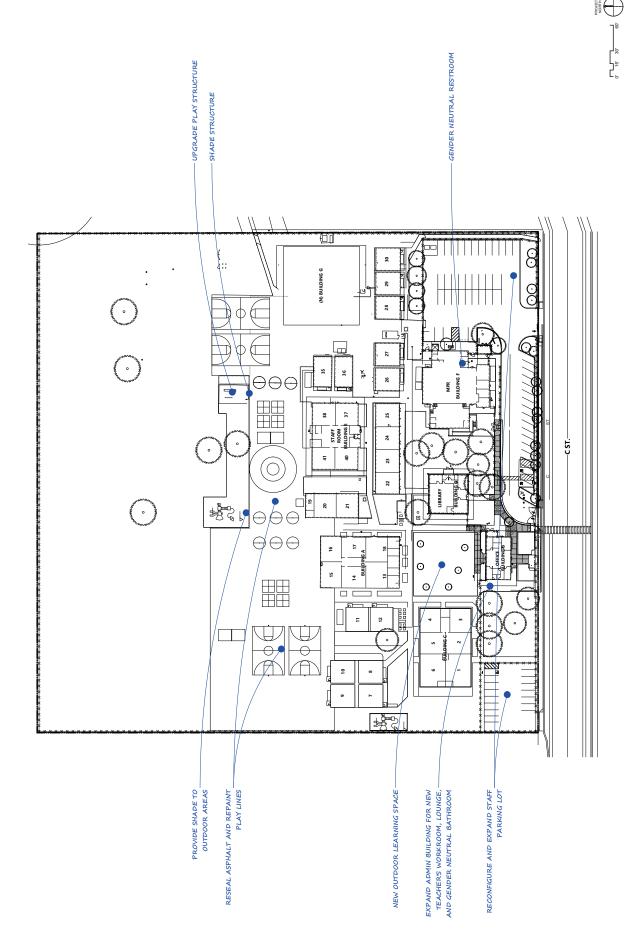
With the construction of its newest classroom building in late 2023, this campus has been able to relocate and expand the 5th and 6th grade classrooms. There are numerous rooms dedicated to supporting specialized teaching staff as office space. A number of classrooms currently share programs, such as instructional assistant office space within the special education classroom, or a combined staff break area and workroom. There are two kindergarten classrooms operating out of portable buildings and lack dedicated restrooms.

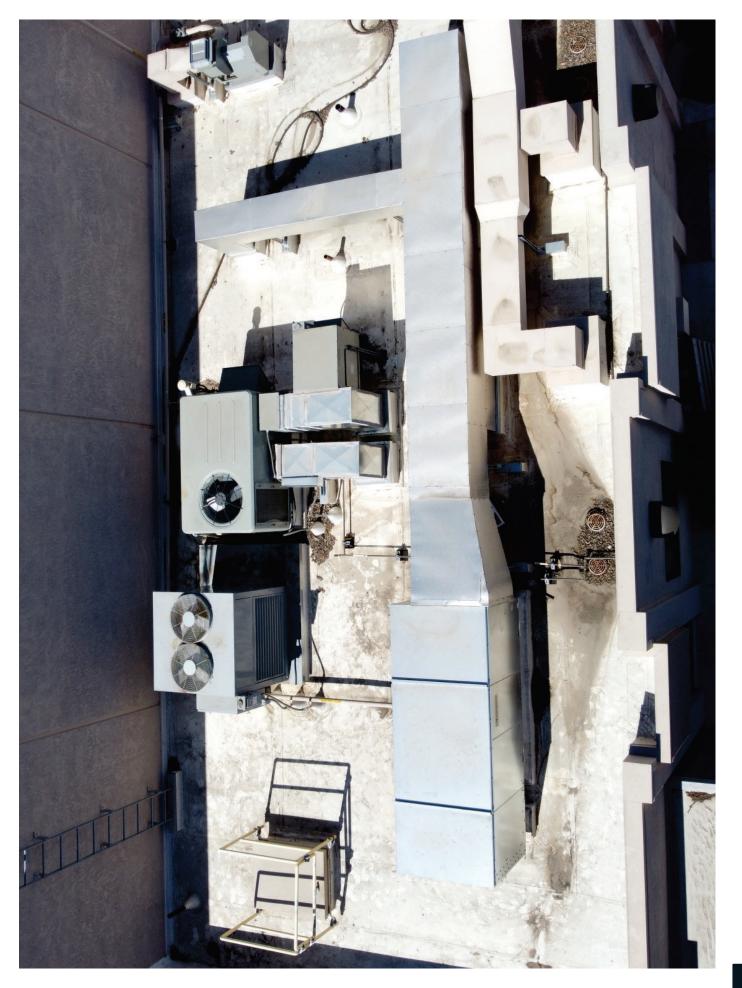
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | VALLEY OAKS ELEMENTARY SCHOOL EXISTING UTILIZATION SITE PLAN





GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | VALLEY OAKS ELEMENTARY SCHOOL STANDER INPUT





MAINTENANCE PROJECTS

BUILDING

- Minor repairs, maintenance, or replacement of HVAC within 5-10 years
- Upgrade/replace building signage to comply with current standards
- Preventative maintenance of plumbing and lighting fixtures within 1-5 years
- Repair/replace flooring within 10-15 years
- Minor touch-up of wall finishes recommended within next 10-15 years

BUILDING K

- Minor repairs, maintenance, or replacement of hvac within 5-10 years
- Upgrade/replace building signage to comply with current standards
- Preventative maintenance of plumbing and lighting fixtures within 1-5 years
- Minor touch-up of wall finishes recommended within next 10-15 years
- Repair/replace flooring within 10-15 years
- Recommend further accessibility assessment and upgrades

RM 11-12

- Upgrade/replace building signage to comply with current standards
- Minor touch-up of wall finishes recommended within next 10-15 years
- Recommend further accessibility assessment and upgrades

BUILDING A

- Minor repairs, maintenance, or replacement of hvac within 5-10 years
- Upgrade/replace building signage to comply with current standards
- Preventative maintenance of plumbing and lighting fixtures within 1-5 years
- Minor touch-up of wall finishes recommended within next 5-10 years
- Minor repairs, maintenance, or replacement of windows recommended within 5-10 years
- Recommend paint doors and patch where needed
- Recommend further accessibility assessment and upgrades

RM 20-36

- Minor repairs, maintenance, or replacement of hvac within 5-10 years
- Immediate hvac replacement at select rooms: 20, 35, 36
- Preventative maintenance of plumbing and lighting fixtures within 1-5 years

- Cosmetic repairs at casework within 3-5 years
- Repair/replace act ceiling within 5-10 years
- Minor repairs, maintenance, or replacement of windows recommended within 5-10 years
- Recommend further accessibility assessment and upgrades

BUILDING

- Minor repairs, maintenance, or replacement of HVAC within 5-10 years
- Upgrade/replace building signage to comply with current standards
- Repair/replace act ceiling within 5-10 years
- Repair/replace flooring within 5-10 years
- Wall surface repair in 5-10 years
- Minor repairs, maintenance, or replacement of windows recommended within 5-10 years
- Immediate window repair at select rooms
- Recommend paint doors and patch where needed
- Recommend further accessibility assessment and upgrades

BUILDING B

- Hvac replacement within 1 year
- Upgrade/replace building signage to comply with current standards
- Immediate casework repair at select rooms
- Repair/replace flooring within 5-10 years
- Minor repairs, maintenance, or replacement of windows recommended within 5-10 years

BUILDING F

Recommend patch/paint doors at select rooms

BUILDING D

- Upgrade/replace building signage to comply with current standards
- Repair/replace act ceiling within 5-10 years
- Wall surface repair in 5-10 years
- Minor repairs, maintenance, or replacement of windows recommended within 5-10 years
- Recommend patch/paint doors at select rooms













2024 DISTRICT FACILITIES MASTER PLAN

NE WAY TO ADDRESS THE NEE

the expansion of the west parking lot and resurfacing and restriping of the east parking lot. Also proposed are upgrades to the existing play areas with the in-kind replacement of the existing equipment at the upper grade play structure and the addition of shade structures to both campus play areas. This project would include the resurfacing of the existing asphalt play Recommended projects at the Valley Oaks campus include the overall expansion of the existing parking lots to accommodate growing need for staff and visitor parking. This would include areas at the north of site and the application of colored coating to sports courts and play lines. Modernization of permanent classroom buildings is recommended to improve functionality and aesthetic quality of the spaces, and in turn, promoting staff and student wellness. The permanent classroom buildings recommended for modernization are: Building A, Building C, and Building E. In addition to upgrading the existing permanent classrooms, the school's relocatable classrooms are operating beyond their lifespan and are in need of urgent replacement. This proposed conceptual plan includes the in-kind replacement of all buildings of portable or modular construction in their existing locations. Valley Oaks would benefit from the development of an outdoor learning space. In this conceptual plan, the greenway east of Building C would provide adequate footprint for the installation of new shade structures and fixed seating to support an outdoor teaching and learning environment. Finally, the existing Admin building is undersized for its current program and would benefit from expansion. The conceptual plan proposes a +/- 1,000 square foot addition to Building B to provide adequate space for a staff workroom, lounge, and gender-neutral restroom.

These proposed projects are preliminary, based on high-level site observations and are to be refined during the design and planning process with the selected project teams. required. Numbers reflect the market rate in 2024. Escalation should be accounted for projects deferred beyond a 12-month period. Estimates of probable cost reflect total project costs, including design fees, materials, labor, mark-ups, and agency review when

PARKING LOT RECONFIGURATION

Expansion of both existing campus parking lots to accommodate growing need for staff and visitor parking. Project would include the expansion and resurfacing of existing asphalt lots.

\$1,077,800 **OPINION OF PROBABLE COST:**

PLAY AREA UPGRADES

metal shade structures at both campus play areas, resurface existing asphalt hardscape and provide Provide in-kind replacement of existing play equipment at the upper grade play structure, provide colored asphalt coating to play courts. \$2,724,800 OPINION OF PROBABLE COST:

OUTDOOR LEARNING SPACES

This project would bring to campus a dedicated outdoor learning space, complete with new fabric sail shade structures, fixed outdoor seating, and resurfacing of the existing hardscape with paving and ground surface finishes, such as rubberized surfacing or synthetic turf.

\$1,087,500 OPINION OF PROBABLE COST:

ADMIN BUILDING EXPANSION

new staff workroom, breakroom, and gender-neutral restroom, and the reconfiguration of the existing This project includes the expansion of the existing campus Admin building to allocate space for a Admin space to suit current programmatic needs.

\$3,692,500 OPINION OF PROBABLE COST:

BUILDING MODERNIZATION

- Individual modernization of existing permanent classroom buildings to include the repair or replacement of finishes, casework, HVAC equipment, power, data, and lighting fixtures. Modernization projects are recommended for the following buildings:
- **Building A**

\$5,540,000 OPINION OF PROBABLE COST:

Building C

Building E

\$4,875,200 OPINION OF PROBABLE COST:

\$5,540,000

OPINION OF PROBABLE COST:

PORTABLE CLASSROOM REPLACEMENT

In-kind replacement of the campus's aging relocatable classrooms: rooms 7, 8, 9, 10, 12, 13, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 42, & 43

GENDER-NEUTRAL RESTROOM

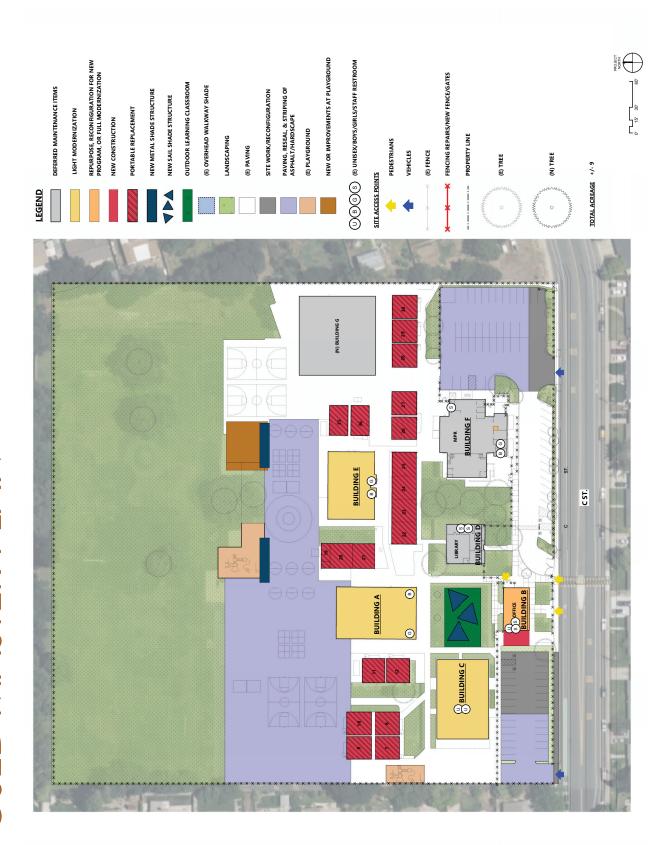
Provide a single-user gender-neutral restroom at the Multi-Purpose Room (Building F).

\$85,900 OPINION OF PROBABLE COST:

\$38,783,200

OPINION OF PROBABLE COST:

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | VALLEY OAKS ELEMENTARY SCHOOL PROPOSED MASTER PLAN



















GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | VALLEY OAKS ELEMENTARY SCHOOL CONCLUSION

There are numerous improvement projects recommended for Valley Oaks Elementary School. As one of the district's older campuses, many of the existing permanent buildings are in need of maintenance, modernization, and aesthetic improvements. This master plan recommends that classroom buildings A, C and E are renovated and brought to modern standards, to improve experience and daily usability for their users.

The relocatable classroom buildings are in urgent need of replacement. After communicating with campus leadership, it was preferred that the portables be replaced in-kind and in their existing location to maintain the current campus flow and building orientation.

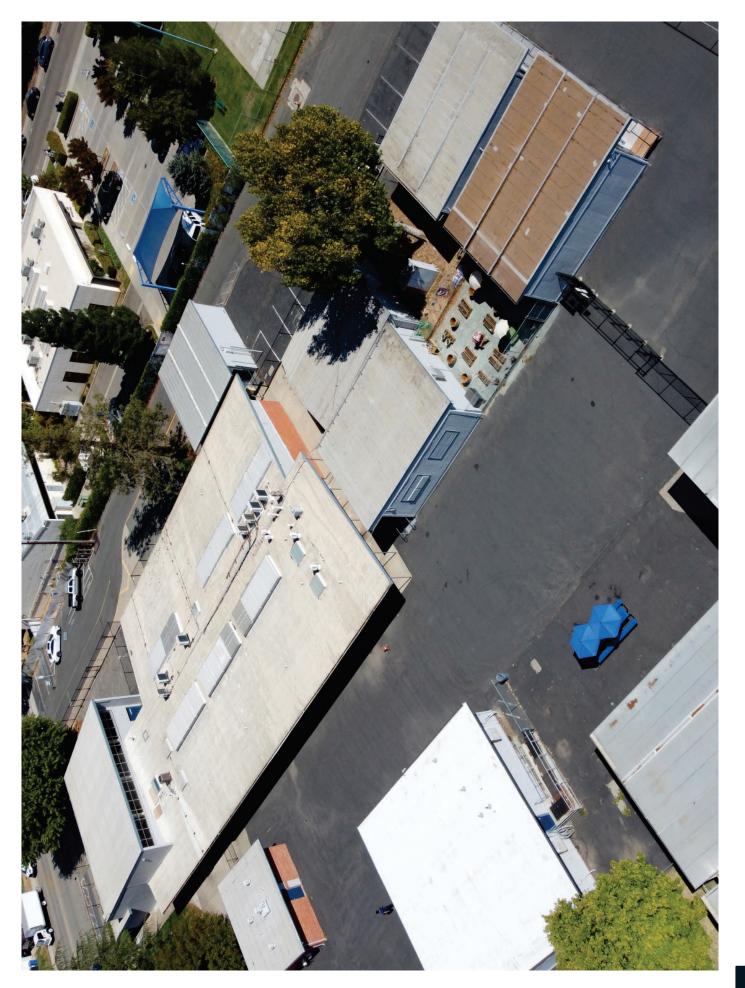
In addition, the school's outdoor spaces are in need of improvement. The proposed expansion of parking lots aim to address the growing demand for parking while enhancing traffic flow. Upgrades to play areas, including the addition of an outdoor learning space and shade structures throughout campus provide for an elevated outdoor learning environment.

Lastly, an expansion of the Administration Building will ensure that it adequately meets current and future program needs, with additional space allocated for a staff workroom, dedicated breakroom, and gender-neutral restroom. Collectively, these projects will contribute to the continued success and advancement of the Valley Oaks Elementary School campus, providing a safe, welcoming, and beneficial learning environment for all.





b



GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | FAIRSITE ELEMENTARY AND EARLY LEARNING CENTER

902 Caroline Avenue, Galt, CA 95632







1956 Year Built:

2015, 2022, 2023 Modernizations and Campus Additions:

8 Acres Acreage:

284 Current Enrollment: \succeq

2

 $^{\circ}$ Kindergarten 2 Special Ed

ELOP

Total Classroom Spaces:

10 Additional

27 Total



SCHOOL SITE DESCRIPTION

SITE

Avenue, Galt, CA. The campus is bounded to the north by Caroline Avenue, to the field. There are two parking lots with the entrances off Caroline Avenue and the The Fairsite Elementary & Early Learning Center campus is located at 902 Caroline east by Chabolla Community Center, City of Galt Parks and Recreation, Chabolla south direction, parallel to Chabolla Avenue. The school's campus is comprised of buildings are centralized around paved and landscaped areas with a cluster of portable classroom buildings located at the southwestern perimeter of the site. The two blacktop areas abutting playground areas with structures. The areas are in the purpose room includes staff and visitor parking with three stalls that, at the time of paved pedestrian egress between the staff and visitor parking lot and the school's main entrance. It is recommended that the campus be evaluated further to confirm area is located on Caroline Avenue. Vehicular egress runs north-south through the Skate Park, and Gora Aquatic Center, and to the south and west by South Lincoln five permanent buildings and fourteen portable classroom buildings. The permanent five permanent structures house the school's library, support spaces, multi-purpose space, preschool, and kindergarten classrooms. The campus's portable classroom with two portables dedicated for use by an external organization. The campus has all remaining classrooms. West of this paved area is a large, underutilized grass exit along South Lincoln Way. The eastern parking lot directly in front of the multithis assessment, are designated by the campus as accessible parking stalls. There is compliance with current ADA requirements. The second parking lot is to the south of the portable building and is used for staff and visitor parking. The bus drop-off Way. The site is a relatively rectangular, 8-acre site that has its long axis in the northbuildings house the administration office, physical education, and support spaces, southern and western portions of the site serving an enclosed preschool area and existing parking areas with ingress and egress at Caroline Avenue and S. Lincoln Way,

BUILDINGS

wood ramps. Buildings A multi-purpose and A-2 classrooms are connected by a buildings A and A-2. Buildings B and C were constructed in 1961 and the preschool classrooms were built in 1967 with subsequent alterations completed since its construction. Generally, the construction of the original school buildings consists of wood framing, metal framed single-pane windows, exterior stucco and brick with wood trim, steel columns, and concrete slab flooring. The building materials for the portable classroom buildings include plywood siding and wood trim, metal framed single-pane windows, buildings are set on concrete and AC paving with metal and covered breezeway, while the rest of the buildings on campus are free-standing. The roofs on the permanent buildings are aging and most need preventative maintenance and it is recommended that select roofs be considered for major repair for continued operation. It was also observed that many of the campus HVAC units and systems be considered for immediate repair or replacement. The majority of portable classroom buildings' roofs appeared to be in acceptable condition and would only warrant minor repairs at the time of assessment. Portable classroom buildings 34 and 36 appeared to be severely dilapidated and constitute immediate replacement. The site, hardscape, and pedestrian paths of travel throughout the campus appeared, at the time of this assessment, to be in acceptable condition. It is recommended that further accessibility evaluation take place to confirm compliance with modern ADA and fire life safety ordinances. Student restrooms, drinking fountains and parking Fairsite Elementary & Early Learning Center was originally constructed in 1956 with stalls require updated signage to comply with current accessibility requirements.

PROGRAM SPACES

Two Kindergarten classrooms have their own restrooms which appeared to be candidates for an accessibility evaluation. Modernized and expanded instructional and support spaces are required throughout the campus to meet desired instructional needs, e.g. flexibility, outdoor learning, additional staff restroom, shade structures, conference room and offices, reconfigure front of campus and parking to allow for new bus and student drop off, etc. Staff and community at this campus have expressed the desire for additional/supplemental programspaces as well as the modernization of existing facilities.



Ceiling tiles are warping



Water damage to ceiling tiles



Drinking fountain damaged



Cracks and gaps appearing on asphalt



Concrete cracked and wooden fence damaged



Ramps have sign of wear and tear

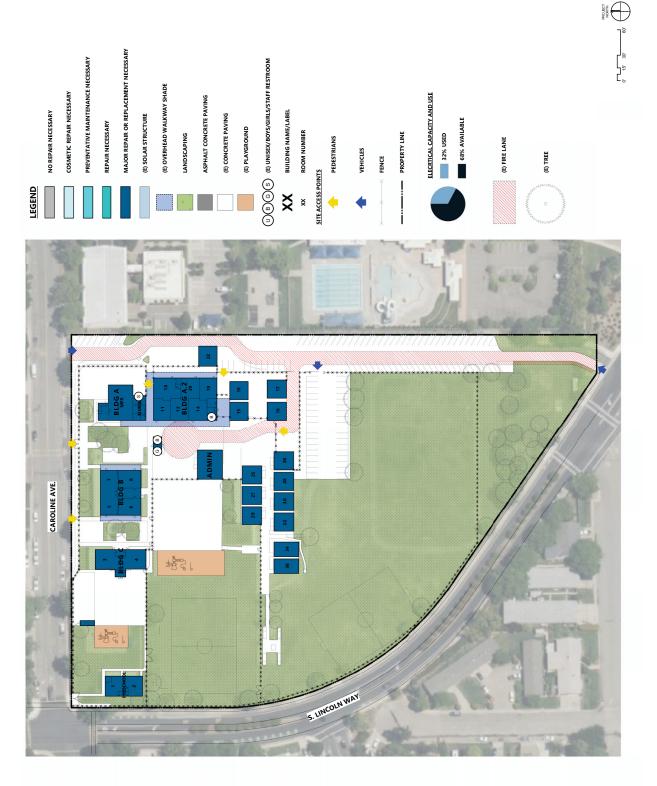


Portables in major need of repair



Portables in major need of repair

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | FAIRSITE ELEMENTARY AND EARLY LEARNING CENTER ASSESSMENT SITE PLAN



FACILITY ASSESSMENT DATA SCORING SHEETS

This worksheet establishes data for determination of priority projects across a campus or district wide level. Please note that the findings in this spreadsheet are based on the architect's field observations only. In the event any hazardous, structural, or fire and life safety discrepancies are witnessed by the architect, the district may be required to conduct additional testing or research to ensure the safety of the students, staff, and community. The architect will report any findings of this nature to the district.

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PRESCHOOL	Room 2	SPED (Hamrick)	#30310	1967	1		-	-	3		3 3	2	2	+	4			-	-		90	56.0
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0	Room4+RR	SPED PRESCHOOL (Wana)	#21573	1961			-	2 1	3		4 1		3	2 4	4		3 2	1	-		48	59.5
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8	Room 6	Preschool (Turner)	#21573	1961	62 62		-	2 1	3	3	0 1	-	3	2 4	9	9	3 4	2	1	4	53	65.7
В	Room 7	Preschool (Marquez)	#21573	1961			-	2 1	3	3	4	1	5	2 6	4	4 3	4	2	1	4	99	68.2
8	Room 8	Preschod (DuBois)	#21573	1961			-	2 1	3	3	1	-	2	3 6	9	4	4	2	-	4	09	74.4
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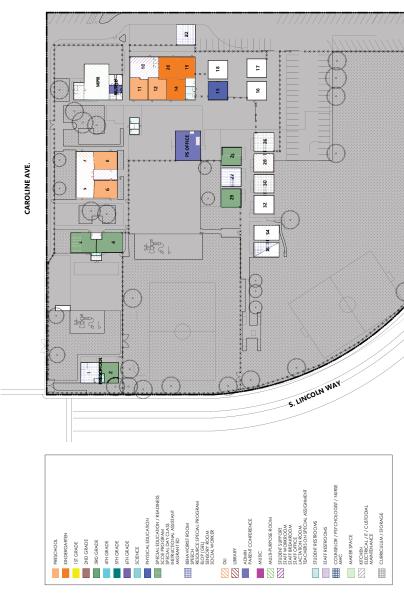
FACILITY ASSESSMENT DATA SCORING CENTER FACILITY ASSESSMENT DATA SCORING SHEETS

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Migrant	District Storage (Science)	Turning Point (Preschool Music?)	Girls Baffiroom	Boys Bathroom	Water Heater	Electrical Storage	Maintenance Exterior	Maintenance Exterior	Health Asst, Secretaries, Principal														REPAIRS	Asphall Slurry/Restriped Parking Lot/2019	AsphalV2016Asphalt Slurry/2022	Asphalt Slurry/2020	anez Paintin	Original Multi Roof Replaced/2011		2004	Condenser/2005	(2) 2019 (2) 2004 (9) Original	guioguo					
2	District Sto	rning Point	Girls	Boys	Wat	Electri	Mainten	Mainten	alfh Asst, Se														2	t Slurry/Res	phall/2016A	Asphall	:022 - Monte	ginal Multi R			Conde	(2) 2019 (2)	o					
		Tu							He															Asphal	Asp		Perm Bldgs/2022 - Montanez PaintingPortables/2004	Orig								er break.		
																											a			u				-		Building B Single RR - Plan to upgrade over break. Storage box car in back playaround in poor condition.		
Roam 29	Roam 30	Room 32	GRR	BRR	W/H	ELEC	Room 34	Roam 36	Preschool Office	RECEPTION	ADMIN OFFICE	CONF	OFFICE 2	CORR	RR1	RR2	HEALTH OFFICE	WKRM	STOR	PRINCOFF	32A			Parking Lots	Main Playground	Playground	Exterior Painting	Roofing	Intercom System	Fire & Intrusion System	Freezer	Bathrooms (13)	Cement Repairs	Exterior Bectric Panel		RR - Plan fc		
Ro	Ro	Ro	9	ш	_	ш	Ro	Ro	Presch	REC	ADMIR	٥	OF	Ö	-	4	HEALT	W	S	PRIN	.,			Park	Main P	Play	Exterio	Rc	Interco	Fire & Intr	FA	Bathro	Cemer	Exterior E		ng B Single		
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Ь	ο	T	Q	Q	Q	۵	s	۳	Admin	Admin	Admin	Admin	Admin	Admin	Admin	Admin	Admin	Admin	Admin	Admin				Misc. / Site	Misc. / Site	Misc. / Site	Misc. / Site	Misc. / Site	Misc. / Site	Misc. / Site	Misc. / Site	Misc. / Site	Misc. / Site	Misc. / Site		Notes:		

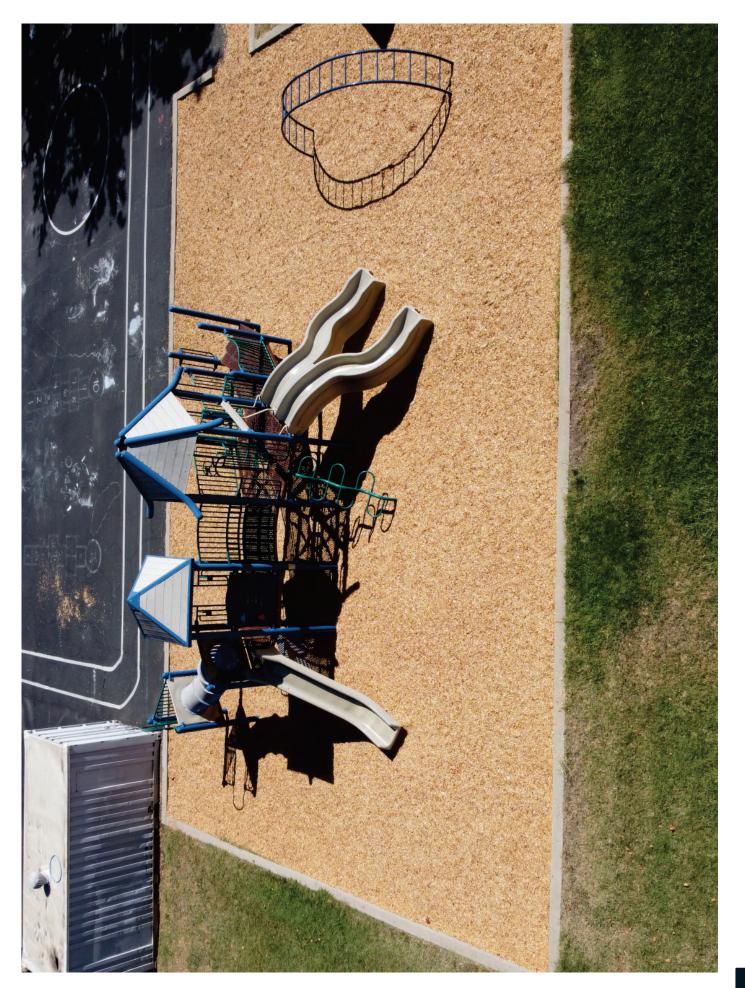
OBSERVATIONS OF CURRENT FACILITY UTILIZATION

Two portables are currently being used and operated by external programs. Currently T-K classes are currently disintegrated across two buildings. Special education classrooms and instructional assistant offices are also disconnected by distance. There are numerous portable classrooms that are underutilized by current program space and are being used as curriculum storage for this campus and others.

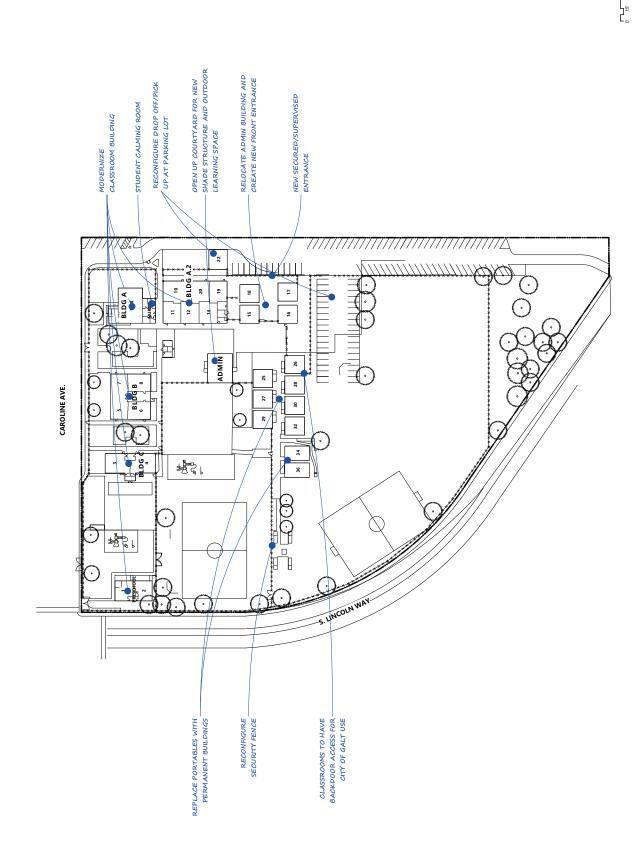
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | FAIRSITE ELEMENTARY AND EARLY LEARNING CENTER EXISTING UTILIZATION SITE PLAN







GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | FAIRSITE ELEMENTARY AND EARLY LEARNING CENTER STAKEHOLDER INPUT



SALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | FAIRSITE ELEMENTARY AND EARLY LEARNING CENTER

MAINTENANCE PROJECTS

PRESCHOOL

- HVAC System replacement recommended within next year
- Damaged casework, replacement recommended within next 3 years
- Paint and patch doors as general maintenance, update hardware in next 5
- Light fixture replacement in the next 7-10 years
- General surface repair of walls in next 4-10 years
- General repair and maintenance of ceilings in next 5-10 years
- Update outdated fixtures where neccessary

PINDING

- Repair and maintenance of walls recommended within next year
- General surface repair of wall finishes in next 5 years
 - General surface repair of floors in next 4-10 years
- General repair and maintenance of ceilings in next 5-10 years
- Aging windows, repair or replace in next 5-10 years

BUILDING B

- Paint and patch doors as general maintenance, update hardware in next 5
- General roof maintenance needed, replace in next 5-10 years
- Aging windows, repair or replace in next 5-10 years
- General surface repair of wall finishes in next 3 years
- Repair and maintenance of walls recommended within next 3 years
- General repair and maintenance of ceilings in next 3-5 years
- Aging casework, replacement recommended within next 3-5 years
- Update outdated fixtures where neccessary
- Maintenence/minor repair of acoustic tile in next 10-15 years

BUILDING A

- Paint and patch doors as general maintenance, update hardware in next 5 years
- General roof maintenance needed, replace in next 5-10 years
- Aging windows, repair or replace in next 7-10 years

- General surface repair of wall finishes in next 7 years
- Repair and maintenance of walls recommended within next 5 years
- General repair and maintenance of ceilings in next 3-5 years
- Aging casework, replacement recommended within next 5-10 years

ROOM 10-14

- General roof maintenance needed, replace in next 5-10 years
- Aging windows, repair or replace in next 5-10 years
- General surface repair of floors in next 4-10 years
- Repair and maintenance of walls recommended within next 5-7 years
- General repair and maintenance of ceilings in next 5-7 years
- Damaged casework, replacement recommended within next 3 years
- Update outdated fixtures where neccessary
- Maintenence/minor repair of acoustic tile in next 10-15 years

ROOM 22

- Repair and maintenance of walls recommended within next 7-10 years
- General repair and maintenance of ceilings in next 5-7 years
- HVAC system replacement recommended within year

ROOM 15 and 18

- Aging windows, repair or replace in next 5-10 years
- HVAC System replacement recommended within next year

ROOM 16 and 17

- Repair or replace door, frame, and hardware; recommended within next year
- General surface repair of floors in next 5-7 years
- Repair and maintenance of walls recommended within next 5-7 years
- General repair and maintenance of ceilings in next 5-7 years

ROOM 34 and 36

Dilapidated conditions, recommend demolish outright and replace

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | FAIRSITE ELEMENTARY AND EARLY LEARNING CENTER MAINTENANCE PROJECTS

ROOM 25 and 32

- General roof maintenance needed, replace in next 5-10 years
- Windows damaged or inoperable, replacement recommended in next year
- General surface repair of floors in next 5-7 years
- Update outdated fixtures where neccessary
- Paint and patch doors as general maintenance, update hardware in next 7 years
- Aging windows, repair or replace in next 7-10 years
- General surface repair of floors in next 4-10 years
- Repair and maintenance of walls recommended within next 7-10 years
- General repair and maintenance of ceilings in next 7-10 years
- HVAC upgrade/replacement recommended within year

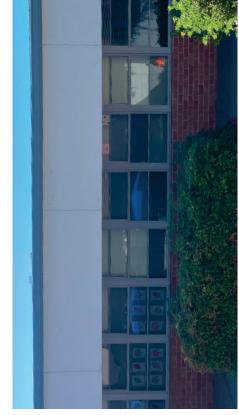
ADMIN BUILDING

- Deficient HVAC system, replacement recommended within next year
- Paint and patch doors as general maintenance, update hardware in next 7-10 years
- General roof maintenance needed, replace in next 5-10 years
- Repair and maintenance of walls recommended within next 7-10 years













GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | FAIRSITE ELEMENTARY AND EARLY LEARNING CENTER NE WAY TO ADDRESS THE NEEL

proposes the construction of a new Admin building of permanent construction at the southeast corner of site and the reconfiguration of the drop-off area to accommodate the new campus entry. On top of being the oldest campus, with most of the buildings constructed in the mid-twentieth century, Fairsite has also gone the longest without facilities improvements. This conceptual plan proposes the modernization of the following buildings: the Preschool at the eastern side of campus, Building B, Building A, and Building A.2. Also Also recommended is the conversion of the center of campus into develop a dedicated outdoor learning space, complete with new fabric shade structures, fixed outdoor seating, and all other campuses in the district, Fairsite Elementary and Early Learning Center is in most need for modernization, reconfiguration, and improvements. First, our conceptual plan recommended is the replacement of all existing portables with either in-kind replacement, or new permanent classroom and support buildings at the southern perimeter of campus. resurfacing of the existing hardscape with paving and ground surface finishes such as rubberized surfacing or synthetic turf to provide an outdoor environment for teaching and learning.

PROPOSED PROJECT LIST

These proposed projects are preliminary, based on high-level site observations and are to be refined during the design and planning process with the selected project teams. Estimates of probable cost reflect total project costs, including design fees, materials, labor, mark-ups, and agency review when required. Numbers reflect the market rate in 2024. Escalation should be accounted for projects deferred beyond a 12-month period.

PARKING LOT RECONFIGURATION

include removal/relocation of one existing portable classroom, reconfiguration of the existing asphalt Improvements to the north-south traffic circulation through the existing shared parking lot. Scope to parking lot, and the resurfacing of the existing lot south of campus. \$980,500 **OPINION OF PROBABLE COST:**

OUTDOOR LEARNING SPACES

This project would bring to campus a dedicated outdoor learning space, complete with new fabric sail shade structures, fixed outdoor seating, and resurfacing of the existing hardscape with paving and ground surface finishes, such as rubberized surfacing or synthetic turf.

\$813,600 **OPINION OF PROBABLE COST:**

NEW ADMINISTRATION BUILDING

east corner of site. Building would replace the current relocatable admin space and include private offices, restrooms, staff workroom, breakroom and conference spaces to be defined through future Addition of a new administration building of permanent construction to be located at the southprogramming

\$5,900,100 OPINION OF PROBABLE COST:

BUILDING MODERNIZATION

replacement of finishes, casework, HVAC equipment, power, data, and lighting fixtures. Modernization Individual modernization of existing permanent classroom buildings to include the repair or

Preschool

projects are recommended for the following buildings:

\$1,093,000 \$1,913,000 **OPINION OF PROBABLE COST: OPINION OF PROBABLE COST: Building A.2 Building A**

Building B

\$3,716,000 OPINION OF PROBABLE COST:

OPINION OF PROBABLE COST:

\$2,459,000

Building C

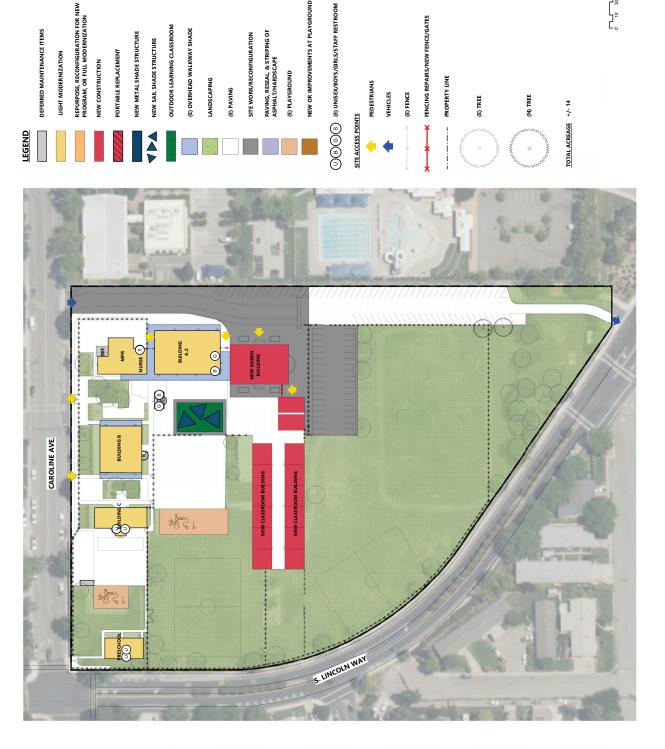
\$1,530,200 **OPINION OF PROBABLE COST:**

NEW CLASSROOM BUILDINGS

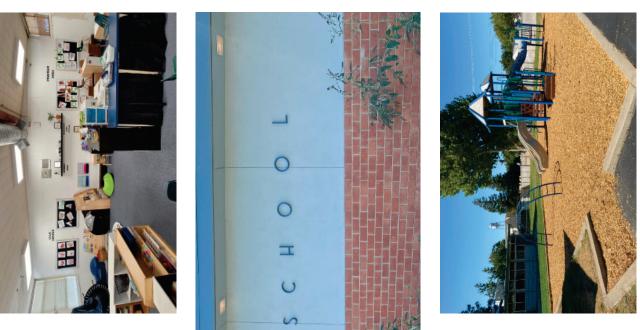
campus. New permanent buildings would house twelve individual classrooms to replace the existing relocatable classrooms: 25, 26, 27, 28, 29, 30, 32, 34, & 36. Project would include the in-kind replacement of the two city-operated portables 16 & 17. Addition of new classroom buildings of permanent construction to be located at the south of

\$17,469,000 **OPINION OF PROBABLE COST:**

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | FAIRSITE ELEMENTARY AND EARLY LEARNING CENTER PROPOSED MASTER PLAN



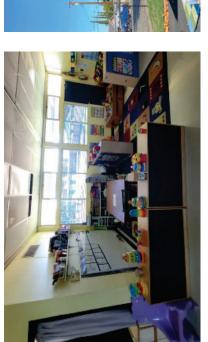
















GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | FAIRSITE ELEMENTARY AND EARLY LEARNING CENTER CONCLUSION

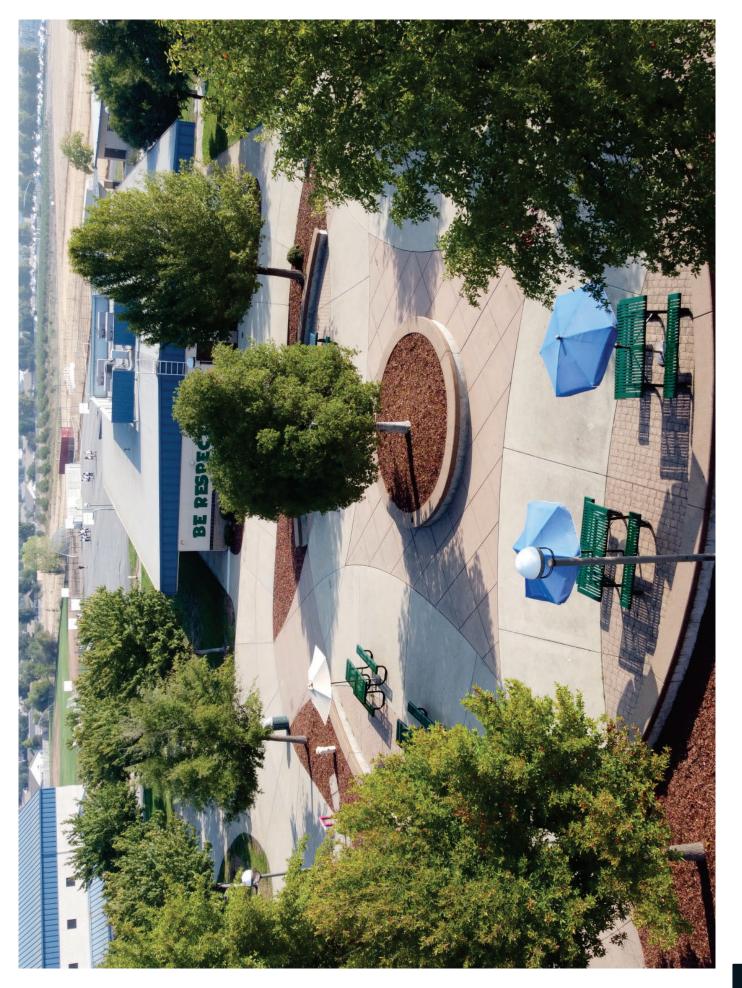
In conclusion, Fairsite Elementary and Early Learning Center, being the oldest of the district's school sites is in urgent need for upgraded facilities. This master plan recommends that all existing permanent buildings be further evaluated and brought to current standards for finish, fixture, and technological requirements to improve day-to-day operations and wellness of staff and students alike.

The site provides numerous opportunities for improvement. The replacement of the portable Admin building with a new, permanent facility would provide staff and visitors with expanded space and amenities, such as a much-needed dedicated library space. A number of the campus's portable buildings are in urgent need of outright replacement. This master plan provides allowances for a new permanent classroom facility to frame the south of campus. Additionally, the campus is a candidate for the implementation of outdoor learning spaces, which would feature fabric shade structures and seating to create an environment for outdoor teaching and learning. These proposed improvements aim to bring Fairsite Elementary and Early Learning Center up to modern standards, providing a safer, more functional, and conducive environment for students and staff.





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GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | ROBERT L. MCCAFFREY MIDDLE SCHOOL

997 Park Terrace Drive, Galt, CA 95632







2003 Year Built:

2004, 2009 Modernizations and Campus Additions: 34.2 Acres Acreage:

768 Current Enrollment: Social Studies

Science

Art

English

Math

Total Classroom Spaces:

Special Ed

ELOP

Additional

9 Total

SITE AERIAL



SCHOOL SITE DESCRIPTION

Z Z Z

which are located approximately at the southwest end of the site and twelve portable room, gymnasium and locker room, and classrooms. Four permanent buildings are classroom buildings located at the southeast end of the site. The nine permanent buildings house the school's library, administrative and support spaces, multipurpose centralized around a landscaped "quad" area, while the multi-purpose room and gymnasium line the site's northern boundary and the administration and library buildings fall on the west end of site. The campus's east side is framed by blacktop play the school's music room, and special day classes. East of the portable classroom wings are the school's dedicated track and sports field with bleacher seating. This area is enclosed by a fenced perimeter. There is one parking lot with ingress and egress along contains a bus drop-off area, staff and visitor parking with six spaces that at the time of he Robert L. McCaffrey Middle School campus is located at 997 Park Terrace Drive, Galt, CA. The campus is bounded to the north by private residences, to the east by Marengo Road, to the south by private residences, and to the west by Park terrace Drive. The site is a relatively rectangular, 34.2-acre site on an axis running east-west, parallel to Shalford Way. The campus is comprised of nine permanent buildings, areas and two portable classroom wings. The portable classrooms house classrooms, Park Terrace Drive. The parking lot is located west of the administration building and the assessment were designated by the campus as accessible. There is paved pedestrian circulation between the visitor parking lot and the school's main entrance. The path is defined by signage, pavement striping, a curb cut, a sidewalk ramp and a sidewalk.

BUILDINGS

Robert L. McCaffrey Middle School was originally constructed in 2003 with subsequent alterations completed since its construction. Generally, the construction of the original school buildings consists of wood framing, metal framed dual-pane windows, exterior stucco, brick and ceramic tile with metal trim, steel tubing columns, and concrete slab flooring. The building materials for the portable classroom Buildings include plywood siding and wood trim, metal framed single-pane windows, and exterior concrete at the front of the classrooms set on dirt with permanent venting. All the permanent buildings are free-standing and not connected by covered walkway. The roofs on the permanent buildings appeared, at the time of assessment, to be in generally in acceptable condition. It is recommended that campus HVAC equipment portable classroom buildings' roofs appeared to be in acceptable condition. The site, hardscape, and pedestrian paths of travel throughout the campus appeared, at the time of this assessment, to be in acceptable condition. It is recommended that further accessibility evaluation take place to confirm compliance with modern ADA and fire life safety ordinances. Student restrooms, drinking fountains and parking and systems be considered for repair or replacement for continued operation. All stalls require updated signage to comply with current accessibility requirements.

PROGRAM SPACES

Modernized and expanded instructional and support spaces are required throughout the campus to meet desired instructional needs, e.g. flexibility, outdoor learning, obstacle course equipment, track and field equipment, new gymnasium with correct court sizes for middle school, gender neutral student restroom, etc. Staff and community at this campus have expressed the desire for additional/supplemental program spaces as well as the modernization of existing facilities.



Carpet in classroom has tears







Restroom tiles are cracking







Water damage to ceiling tiles

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | ROBERT L. MCCAFFREY MIDDLE SCHOOL ASSESSMENT SITE PLAN



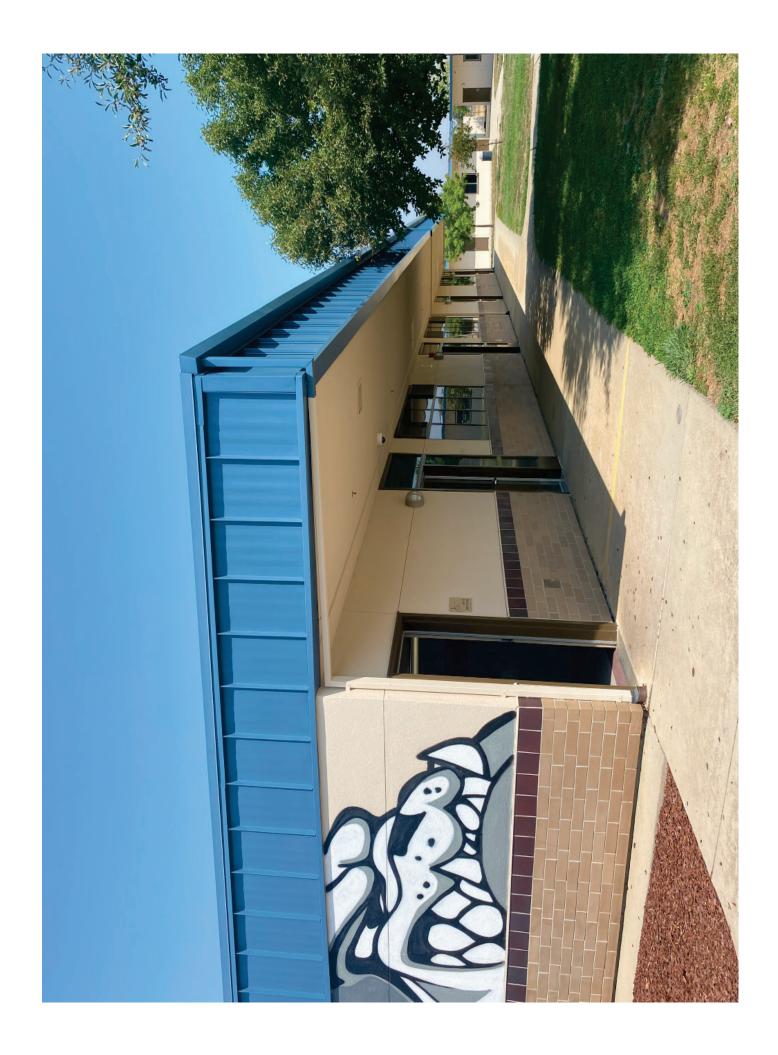
FACILITY ASSESSMENT DATA SCORING SHEETS

This worksheet establishes data for determination of priority projects across a campus or district wide level. Please note that the findings in this spreadsheet are based on the architect's field observations only. In the event any hazardous, structural, or fire and life safety discrepancies are witnessed by the architect, the district may be required to conduct additional testing or research to ensure the safety of the students, staff, and community. The architect will report any findings of this nature to the district.

ERT L. N	ROBERT L. MCCAFFREY MIDDLE SCHOOL	ROBERT L. MCCAFFREY MIDDLE SCHOOL					L	-	I		+						+	1			FACILITY	FACILITY ASSESSMENT	MENT
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eet establishe ny hazardous, s	s data for determination of priority p structural, or fire and life safety disc	This warksheet establishes data for determination of priority projects across a campus or district wide level. Please note that the findings in this spreadshed are based on the the event any hazardous, structural, or fire and life safety discrepancies are witnessed by the architect, the district may be required to conduct additional lessing or research to via	note that the finding ay be required to ∞	as in this spreads anduct additional	heet are based on testing or researd	archite	ct's field observations only. The safety of the students,	R				œ	ifing Key		no repair nec	essary							
mmunity. The	architect will report any findings of	finis nature to the district.											2=		cosmetic rep.	air necessary maintenance ne	oessary						
													-4-		repair neces:	ary for use pas	2 vears						
							ļ	4					=9		major repair	needed for imm	sdiate confinuer	a nae					
BUILDING	ROOM	USE	DSA#	YEARBUILT	AGE	AGE SINCE MOD	TAZ ST	STRUCT. FLS	ADA	EXTBLDG SIT	SITE DOORS	ROOF	WINDOWS LIGHTING	ING FURNITURE	WALL	FLOOR WA	WALLS CELLING	CASEWK	FIXTURES ACOUS	US EXT PAINT	SIGNAGE HVAC	AESTH.	0
	B1		02-103838	2003	21	21				-	2 3	2	2 2		3			3	3 1	-	3 6	3	46
	Girls Restroom		02-103838	2003	21	21		+	1			2	-	-	6				4 0		4 6	е о	14
	B2	COG / WOOS XSOM	02-103838	2003	21	21		+			2 3	2 0	2 2	- -	6 6	2 0	2 3	e e	2 1		2 6	e e	38
	S 84 S	WORK ROOM FOD	02-103838	2003	21 21	21 21					2 2	2 2	2 2	- -	2 60	4	2 1	2 60	2 2		2 60	n m	90 41
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	B5		02-103838	2003	21	21				-	2 3	2	2 1	-	4	2	3 4	2	3	-	2	3	64
	B6	Queng	02-103838	2003	21	21				-	6	2	2 1	-	3	3	2 3	2	2 1	-	5 6	3	43
	87	WORK ROOM / POD	02-103838	2003	21	21				1 2	2 3	2	2 2	1	3	3 3	2 3	3	2 1	1	3 6	3	43
	88	Wellness space	02-103838	2003	21	21				-		2	2 2	-	3	3	2 3	4	2 1	1	5 6	3	46
	FS Room		02-103838	2003	21	21				-	2 2	2	- 2	-	3	3	2 3		3 1	-	4 6	3	39
-	Electrical	Storing tables, landscaping equip	02-103838	2003	24	21		-		-	2 3	2	- 2	-	4	3	1		3	-	4 6	3	38
	Room C1	SPED	02-103838	2003	23	21		-		-	2	2	2 1	-	2	8	2 3	3	2 1	-	2 6	63	38
	Room C2	Classroom	02-103838	2003	21	21				1	1 2	2	2 1	-	2	3	2 2	3	2 1	-	2 6	3	37
	Room C3	WORK ROOM / POD	02-103838	2003	21	21				1	2	2	2 1	2	2	3	2 2	2	2 1	-	3	3	33
	Room C4		02-103838	2003	21	21				1	3	2	2 1	-	2	3	2 2	3	1	-	2 6	3	37
	Girls Restroom		02-103838	2003	21	21				-	1 2	2	- 2	-	3	4	2 2		4	-	2 6	3	37
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	Room C7	Kitchen	02-103838	2003	24	21					2	2			3 0	4		9	2 1	-	2 6	3	41
	Room C8	Classroom	02-103838	2003	21	21				1	3	2	2 1	-	3	4	2 3	2	2 1	-	2 6	3	40
	Boys Restroom		02-103838	2003	21	21				1	2	2	- 3	-	3	3	2 2		2 1	-	5 6	3	38
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	Room D2	WORK ROOM	02-103838	2003	21	21				1	2	2	2 1	2	2	9	2 3	3	2 1	-	1 6	3	40
	Room D3		02-103838	2003	21	21				1	3	2	2 1	-	3	4	2 3	3	2 1	-	2 6	3	41
	Room D4		02-103838	2003	21	21				-	2	2			3	3		2	+		2 6	3	38
1	Room D5		02-103838	2003	24	21		1	1	-	3	2			6	3	+	9	1	-		3	41
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	Room E2		02-103838	2003	21	21		+	1	-	2 0	2		-	2	5	2 4	5 5	2 1		2 6	3	36
	Room E3	WORK ROOM	02-103838	2003	72	12 52		1		- -	2 6	7 0	2 2	- -	7	4 0	2 2	7	2 2		2 6	8	37
	Girls Restroom		02-103838	2003	24	21				-	e e	2	H	-	2	2	2 2		2 1	-	2 6	2 2	31
	Room E5		02-103838	2003	21	21				1	3	2	2 2	-	2	2 ,	4 2	2	2 1	-	5 6	2	44
	Room E6		02-103838	2003	21	21				1 1	1 2	2	2 1	1	3	3	2 3	2	2 1	1	2 6	3	38
	Room E7	WORK ROOM	02-103838	2003	21	21				1	1 2	2	2 1	-	2	4	1 2	3	2 1	1	2 6	3	37
	Room E8		02-103838	2003	21	21				-	3	2	2 2	-	9	3	2 1	2	2 1	-	2 6	3	38
	Electrical		02-103838	2003	21	21				-	3	2		4	3	2	2 2		3	-	2 6	3	34
	Janifor	Fire Sprinkler Riser Room	02-103838	2003	21	21		-		-	3	2	- 2	2	3	4	3 2		3	-	2 6	3	42
	Room P1		02-103838	2003	24	21				2 3	3	2	2 2	-	4	2	2 3	2	5 1	-	2 6	3	49
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FACILITY ASSESSMENT DATA SCORING SHEETS

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			Room only with northlon wall	Music		Vacant		Sonara	Science	Prep Room	Science	Science	Science	Prep Room	Science	Prep Room	Office 4	Hallway	Staff Restoom	Staff Restroom	Janitor	Hallway 2/Entry	Vice Denotes	Office 2/Near Entry)	Reception Storage	Reception	Nurse and Restroom	Office 3	Office 4	Diffice 5							Needs to be cleaned out to meet accessibility					AV Equip/Video	Tife Sprinkler room													
Room P4	Room P5	Room P6	Room P7	Room P9	Room P10	Room P11	Room P12	Brown S.1	Reem S2	Room S3	Room S4	Room S5	Room S6	Room S7	Room S8	Room S9	Office 1	Halway	Admin: A24	Admin: A23	Janifor	Hallway 2/Entry	Admin: A14	Office 2(Near Entry)	Reception Storage	Reception	Admin: A20/A21	Office 3	Office 4	Admin: AZZ Office 5		Reading area	Workroom	Office	Storage 1	StaffRestroom	Strorage 2	Psych	Electrical	Meefing	Speech	11	OBINION	Hallway 1	Women Restroom	FS Riser Room/Janifor Mens Restroom	Multi-Purpose	Stage/Backstage	Backstage Restroom	Backstage Janitor	Music Room	Music Room Storage	Oressing Room	Closet 1	Backstage Closet	Kitchen
P3	P3	P3	P2	P2	P1	P4	P1	ď	o 0	0 0	0 00	s	s	s	s	S	٠	< 4	4	A	4	۷ .	< <	< <	. 4	Α	٧	۷	۷.	« «		7	٦	٦.			7	7 -		, ,	7			M	W	× ×	. W	W	M	M	M 2	× 2	× ×	M	M	



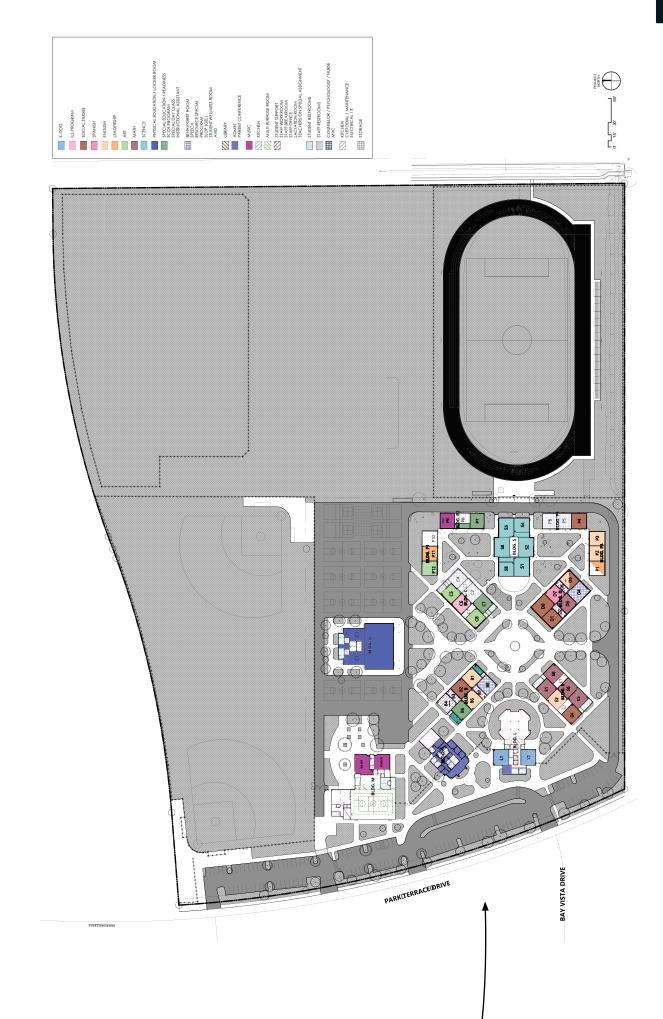
FACILITY ASSESSMENT DATA SCORING SHEETS

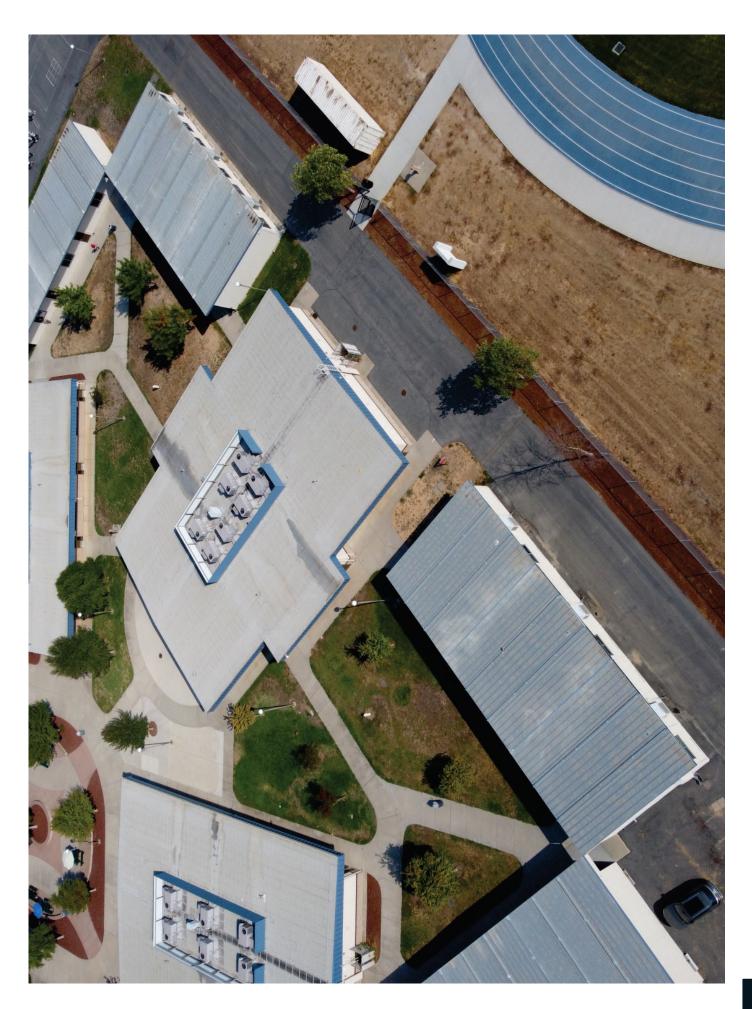
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					GYM	GLR	GRR	GLR office	Staff RR	Staff RR2	MLR Office	MLR	MRR	Used for storage?		REPAIRS	Asphalt Sluny	Restriping			Original	Original	Freezer Condenser: 2008 Fridge Condenser: 2019		Ongoing
Dry Storage	Wet Closet	Electrical	Student store	Switchgear	GYM	Girls Locker Room	Girls Restroom	Girls Coach	StaffRestroom	StaffRestroom	Boys Coach Office	Boys Locker Room	Boy Restroom	Girls Toilet /Shower	Boys Toilet/Shower		Parking Lots	Blacktops Area	Exterior Painting	Exterior Painting Portables	Roofing	Fire & Intrusion System	Refrigerator and Freezer	Water Fountains	Cement Repairs
M	M	W	W	W	ø	9	9	ø	9	ø	9	9	9	g	9	Misc. / Site	Misc. / Site	Misc. / Site	Misc. / Site	Misc. / Site	Misc. / Site	Misc. / Site	Misc. / Site	Misc. / Site	Misc. / Site

OBSERVATIONS OF CURRENT FACILITY UTILIZATION

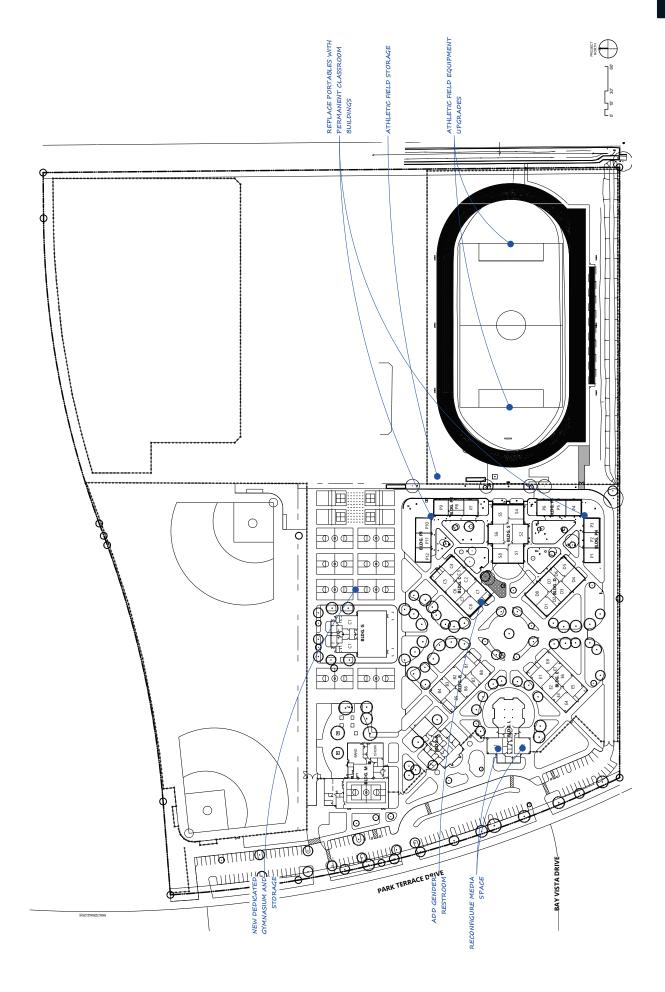
This campus has a Multi-Purpose Room and a dedicated Gymnasium with attached locker and restrooms. The gymnasium building is undersized for the current and future needs of the school and community. There are dedicated music and choir rooms within the Multi-Purpose Room with attached storage spaces. Currently, programs, such as math and social studies, are interspersed throughout different buildings. Campus leadership has expressed the need for a dedicated digital media space and a dedicated art room.

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | ROBERT L. MCCAFFREY MIDDLE SCHOOL EXISTING UTILIZATION SITE PLAN





GALT JOINT UNION SCHOOL DISTRICT | ROBERT L. MCCAFFREY MIDDLE SCHOOL STAKEHOLDER INPUT



MAINTENANCE PROJE(

- HVAC replacement within 1 year
- Upgrades/Repairs of all room signage within 3-5 years
- Preventative maintenance of plumbings and lighting fixtures within 1-5 years
- Cosmetic repair of casework within 3-5 years, full replacement within 5-10
- Repair/Replace flooring within 5-10 years, Immediate flooring repair at select rooms
- Wall surface repair in 10-15 years
- Recommend paint doors and patch where needed

- HVAC replacement within 1 year
- Repair/Replace flooring within 10-15 years
- Wall surface repair in 10-15 years
- Recommend paint doors and patch where needed
- Repair/Replace act ceiling within 5-10 years
- Repair/Replace building signage within 3-5 years
- Preventative maintenance of plumbing and lighting fixtures within 1-5 years
- Cosmetic repair of casework within 3-5 years, full replacement within 5-10
- Repair/Replace act ceiling within 5-10 years

BUILDING D

- HVAC replacement within 1 year
- Upgrades/Repair of all room signage within 5-10 years
- Preventative maintenance of plumbing and lighting fixtures within 1-5 years
- Repair/Replace flooring within 5-10 years
- Wall surface repair in 10-15 years
- Recommend paint doors and patch where needed

BUILDING E

- HVAC replacement within 1 year
- Upgrades/repair of all room signage within 3-5 years
- Preventative maintenance of plumbing and lighting fixtures within 1-5 years
- Minor repair to act ceiling at select rooms
- Wall surface repair in 10-15 years
- Recommend paint doors and patch where needed as general maintenance

- HVAC replacement within 1 year
- mmediate fixture repair at select rooms
- Cosmetic repairs at casework within 3-5 years
- Flooring replacement within 3-5 years
- Wall surface repair in 3-5 years
- Recommend paint doors and patch where needed
- Hvac replacement within 1 year
- Cosmetic repairs at casework within 3-5 years
- Flooring replacement within 5-10 years
- Wall surface repair in 5-10 years
- Recommend paint doors and patch where needed
- Hvac replacement within 1 year
- Cosmetic repairs at casework within 3-5 years
- Flooring replacement within 3-5 years, immediate repair at select rooms
- Wall surface repair in 3-5 years
- Recommend paint doors and patch where needed
- Hvac replacement within 1 year
- Cosmetic repairs at casework within 3-5 years
- Flooring replacement within 5-10 years
- Wall surface repair in 5-10 years
- Recommend paint doors and patch where needed

GALT JOINT UNION SCHOOL DISTRICT | ROBERT L. MCCAFFREY MIDDLE SCHOOL MAINTENANCE PROJECTS

BUILDING S

- HVAC replacement within 1 year
- Minor repair to ceiling at select rooms
- Flooring replacement within 5-10 years
- Minor cosmetic repairs at doors where needed

BUILDING A

- HVAC replacement within 1 year
- Building signage repair at select rooms
- Minor ceiling repair at select rooms
- Wall surface repair in 5-10 years
- Flooring repair at select rooms within 3-5 years

BUILDING L

- HVAC replacement within 1 year
- Building signage repair at select rooms
- Minor ceiling repair at select rooms
- Wall surface repair in 5-10 years
- Flooring repair at select rooms within 3-5 years, immediate repair at select rooms

BUILDING M

- HVAC replacement within 1 year
- Building signage repair at select rooms
- Minor ceiling repair at select rooms
- Wall surface repair in 5-10 years, immediate repair at select rooms
- Window repair/preventative maintenance at select rooms
- Recommend paint doors and patch where needed

III DING G

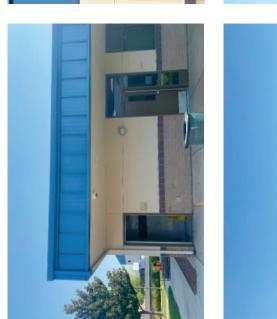
- HVAC replacement within 1 year
- Preventative maintenance of plumbing and lighting fixtures within 1-5 years
- Wall surface repair in 5-10 years













2024 DISTRICT FACILITIES MASTER PLAN

ONE WAY TO ADDRESS THE NEEDS

of the most prominent feedback from numerous members of the steering committee was a desire to build a new gymnasium at Robert L. McCaffrey Middle School. This conceptual plan includes the construction of a dedicated gymnasium sized to fit a regulation basketball court to serve the campus basketball team and support external community programs. This proposed gymnasium would be roughly 11,000 square feet and include telescoping bleachers to seat 400 occupants. Contingent upon the construction of a new gymnasium, the existing play areas would be in need of expansion and upgrade. This report suggests the resurfacing of the existing asphalt play areas and application of colored coating to sports courts and play lines. Other upgrades to the school's athletic facilities would include the installation of permanent goal posts to the football field and the addition of dedicated storage equipment for sports and recreational programs. Campus leadership expressed a goal to replace the school's portable classroom buildings with permanent construction. In doing so, developing dedicated spaces for Art and Ceramics programs. Another program of need is the existing media space in Building L. This master plan recommends the reconfiguration and modernization of these spaces to adapt to modern digital media space needs.

PROPOSED PROJECT LIST

These proposed projects are preliminary, based on high-level site observations and are to be refined during the design and planning required. Numbers reflect the market rate in 2024. Escalation should be accounted for projects deferred beyond a 12-month period. Estimates of probable cost reflect total project costs, including design fees, materials, labor, mark-ups, and agency review when process with the selected project teams.

NEW GYMNASIUM

sf gymnasium to accommodate a regulation basketball court with storage/utility space, including New construction of a dedicated gymnasium for school and community program use. +/- 11,000 telescoping bleacher to seat 400 occupants. \$14,020,100 OPINION OF PROBABLE COST:

CLASSROOM UPGRADES

of campus. Two (2) new permanent buildings would house twelve (12) total individual classrooms to Addition of new classroom buildings of permanent construction to be located at the eastern corner replace the existing relocatable classrooms: P1, P2, P3, P4, P5, P6, P7, P8, P9, P10, P11 & P12. Project scope would include associated sitework and landscaping. \$25,636,700 **OPINION OF PROBABLE COST:**

PLAY AREA UPGRADES

Expansion of asphalt play area to accommodate sports courts, contingent upon construction of new gymnasium. Project would include the resurfacing of existing hardscape and application of colored asphalt coating to sport courts.

\$2,823,100 **OPINION OF PROBABLE COST:**

MEDIA ROOM UPGRADES

(Building L) to provide layout, infrastructure, and equipment for operation of a modern media/ Reconfiguration and modernization of existing media rooms within the administration building, production space. \$1,852,800 OPINION OF PROBABLE COST:

ATHLETIC FIELD UPGRADES

Provide and install new athletic field equipment, such as permanent football goal posts and storage **OPINION OF PROBABLE COST:** containers to support the campus's athletic and recreational programs.

GENDER-NEUTRAL RESTROOM

Provide a single-user gender-neutral restroom at the Multi-Purpose Room (Building M).

\$85,900 OPINION OF PROBABLE COST:

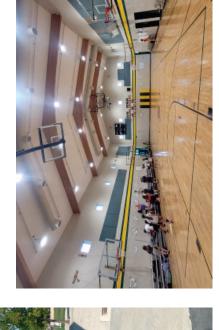
\$58,500

GALT JOINT UNION SCHOOL DISTRICT | ROBERT L. MCCAFFREY MIDDLE SCHOOL PROPOSED MASTER PLAN



















GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT | ROBERT L. MCCAFFREY MIDDLE SCHOOL

In conclusion, the proposed conceptual plan for Robert L. McCaffrey Middle School addresses several key needs voiced by the steering committee and campus leadership. Foremost among these is the construction of a dedicated gymnasium, to fulfill the long-standing need for a regulation-sized basketball court to support not only the school's athletic teams, but additionally, programs supporting the expanded community of Galt. In doing so, this would open up the existing gymnasium space for adaptive re-use in service of other campus programs yet to be determined.

Furthermore, plans to replace portable classrooms with permanent buildings and add dedicated arts and ceramics spaces reflect a commitment to enhancing academic programs and providing students with modern spaces for learning and curiosity. Upgrades to play areas and athletic facilities aim to improve the overall quality and functionality of recreational spaces campus wide.

Lastly, the reconfiguration and modernization of the existing media space further contributes to supporting the diverse learning environments provided at McCaffrey. By addressing these various aspects, the proposed plan aims to elevate Robert L. McCaffrey Middle School's facilities to better support student learning, athletics, and community engagement.





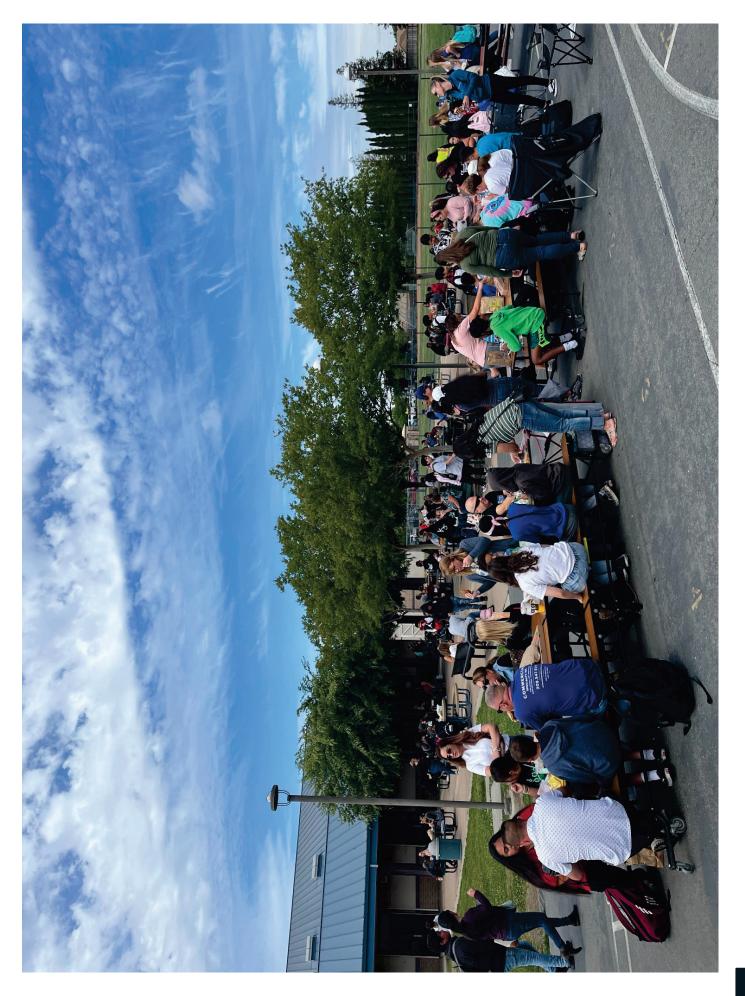
COST ANALYSIS - GREER OPTION 1

V	VERNON E. GREER ES - OPTION 1			per Sie	per Sierra West	
	Projects	bldgs applicable	SF/LF/Unit	\$ per SF	\$ per SF/LF/unit	Project Cost
7 Site work	New acabalt parking lot		16,000	#	67.8	1 068 192
	Resurfacing/restrining of existing asphalt		26,000			
						\$ 1,564,139
Play Area Upgrades						
1 Site work	Regrading/resurfacing		9,400	\$ 0	48 \$	\$ 448,259
2 Site work	Landscaping/bioswale		10,000	\$	38	\$ 381,497
3 Site work	Playground & equipment		9,200	\$	105	\$ 966,000
					•	\$ 1,795,756
Campus Shade Structures						
1 Furnishings	New lunch shelters at outdoor stage		1,600	\$ 0	238	\$ 381,497
2 Furnishings	New outdoor furniture at lunch shelters		1,600	\$	8 29	\$ 106,819
3 Furnishings	New shade structures at pick-up/drop-off		1,600	\$	238	\$ 381,497
					•	\$ 869,814
Outdoor Learning Spaces						
1 Site work / furnishings	Outdoor learning space (furniture allowance		3,300	\$	\$ 29	\$ 220,315
2 Furnishings	and ground re-surfacing) New fabric shade structures		1,200	\$	238 \$	3 286,123
			\$ 506,438		2 \$	3 1,012,875
Classroom Upgrades						
1 Demolition	Demolish existing portable classrooms R	Room 12 - 16	4,000	\$ 0	23 \$	\$ 91,559
2 New classroom building (relocatable bldg o/temp foundation)	Replace aging portable buildings in-place with Room 12 - 16 new portable construction	oom 12 - 16	4,000	\$	858	\$ 3,433,475
3 Demolition	Demolish existing portable classrooms	Room 17 - 18	2,000	\$	23 \$	\$ 45,780
4 New classroom building (relocatable bldg o/temp foundation)	Replace aging portable buildings in-place with Room 17 - 18 new portable construction	oom 17 - 18	2,000	\$	858	\$ 1,716,737

45,780 1,716,737	137,339	68,669 2,575,106	91,559 3,433,475	45,780 1,716,737	91,559 3,433,475	23,793,980	85,837	29,122,401
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2,000	6,000	3,000	4,000	2,000	4,000		09	IDENTIFIED PROJECT TOTAL
Demolish existing portable classrooms Room 19 - 20 Replace aging portable buildings in-place with Room 19 - 20 new portable construction	Demolish existing portable classrooms Room 21 - 26 Replace aging portable buildings in-place with Room 21 - 26 new portable construction	Demolish existing portable classrooms Room 27 - 28 Replace aging portable buildings in-place with Room 27 - 28 new portable construction	Demolish existing portable classrooms Room 29 - 32 Replace aging portable buildings in-place with Room 29 - 32 new portable construction	Demolish existing portable classrooms Room 33 - 34 Replace aging portable buildings in-place with Room 33 - 34 new portable construction	Demolish existing portable classrooms Room 35 - 38 Replace aging portable buildings in-place with Room 35 - 38 new portable construction		Convert/add gender neutral restroom at Building M existing MPR	
5 Demolition6 New classroom building (relocatable bldg o/temp foundation)	7 Demolition 8 New classroom building (relocatable bldg o/temp foundation)	9 Demolition10 New classroom building (relocatable bldg o/temp foundation)	11 Demolition12 New classroom building (relocatable bldg o/temp foundation)	13 Demolition14 New classroom building (relocatable bldg o/temp foundation)	15 Demolition16 New classroom building (relocatable bldg o/temp foundation)	Gender Neutral Restroom	1 Existing building reconfiguration	

VER	VERNON E. GREER ES - OPTION 2			per Sierra West		
Parking Lot Reconfiguration	Projects	bldgs applicable	SF/LF/Unit	\$ per SF/LF/unit	Ā	Project Cost
1 Site work	New asphalt parking lot		16,000	\$ \$	↔	1,068,192
2 Site work	Resurfacing/restriping of existing asphalt parking lot		26,000	\$ 19	↔	495,946
					€9	1,564,139
Play Area Upgrades						
1 Site work	Regrading/resurfacing		9,400	\$ 48	\$	448,259
2 Site work	Landscaping/bioswale	south campus	10,000	\$ 38	↔	381,497
3 Site work	Landscaping/bioswale	central campus	13,400	\$ 38	↔	511,206
4 Site work	Playground & equipment	south campus	9,200	\$ 105	↔	966,000
5 Site work	Playground & equipment	central campus	14,700	\$ 105	↔	1,543,500
					\$	3,850,463
Campus Shade Structures						
1 Furnishings	New lunch shelters at outdoor stage		1,600	\$ 238	↔	381,497
2 Furnishings	New outdoor furniture at lunch shelters		1,600	\$ \$	↔	106,819
3 Furnishings	New shade structures at pick-up/drop-off		1,600	\$ 238	↔	381,497
					↔	869,814
Outdoor Learning Spaces						
1 Site work / furnishings	Outdoor learning space (furniture allowance		3.300	\$	€	220.315
2 Furnishings	and ground re-surfacing) New shade structures		1,200	2		286,123
			\$ 506,438	т	€	1,519,313
Classroom Upgrades						
1 Demolition	Demolition of existing portables	Room 12 - 16	4,000	\$ 23		91,559
2 New classroom building (relocatable bldg o/temp foundation)	New classroom building (relocatable bldg Replace portable buildings with new at new o/temp foundation)	Room 12 - 16	4,000	\$ 828	⇔	3,433,475
3 Demolition	Demolition of existing portables	Room 17 - 18	2,000	\$ 23	↔	45,780
4 New classroom building (relocatable bldg	New classroom building (relocatable bldg Replace portable buildings with new at new	Room 17 - 18	2,000	\$ 858	↔	1,716,737

5 Demolition6 New classroom building (relocatable bldg o/temp foundation)	Demolition New classroom building (relocatable bldg Replace portable buildings with new at new o/temp foundation)	Room 19 - 20 Room 19 - 20	2,000 \$	23 \$ 858 \$	45,780 1,716,737
7 Demolition8 New classroom building (relocatable bldg o/temp foundation)	Demolition New classroom building (relocatable bldg Replace portable buildings with new at new o/temp foundation)	Room 21 - 26 Room 21 - 26	\$ 0000'9	23 \$ 858 \$	137,339
9 Demolition10 New classroom building (relocatable bldg o/temp foundation)	Demolition New classroom building (relocatable bldg Replace portable buildings with new at new o/temp foundation)	Room 27 - 28 Room 27 - 28	\$ 000°E	23 \$ 858 \$	68,669 2,575,106
11 Site work	Associated site work	Room 12 - 28	22,000 \$	92 *	2,098,235
12 Demolition 13 New classroom building (relocatable bldg o/temp foundation)	Demolition New classroom building (relocatable bldg Replace portable buildings with new at new o/temp foundation)	Room 29 - 32 Room 29 - 32	4,000 \$	23 \$ 858 \$	91,559
14 Demolition15 New classroom building (relocatable bldg o/temp foundation)	Demolition of existing portables	Room 33 - 34 Room 33 - 34	2,000 \$ 2,000 \$	23 \$ 858 \$	45,780 1,716,737
16 Demolition17 New classroom building (relocatable bldg o/temp foundation)	Demolition of existing portables	Room 35 - 38 Room 35 - 38	4,000 \$	23 \$ 858 \$	91,559 3,433,475
18 Site work	Associated site work	Room 29 - 38	35,400 \$	92 \$	3,376,250
19 Demolition	Demolition of existing portables toilet rooms		520 \$	23 \$	11,903
20 New modular restroom building (relocatable bldg o/temp foundation)			520 \$	828	446,352
				↔	12,647,090



Gender Neutral Restroom

85,837	₩				
				existing MPR	
85,837	1,431 \$	\$ 09	Building M	Convert/add gender neutral restroom at	1 Existing building reconfiguration

COST ANALYSIS - LAKE CANYON

New Restrooms 1 Existing bldg reconfiguration		COL		per Sierra West	est	
aconfiguration	Projects	bldgs applicable	SF/LF	\$ per SF/LF	<u>"</u>	Project Cost
	New staff restroom in kitchen	Building M	9	60 \$ 1	1,431 \$	85,837
	New gender neutral student restroom	Building M	9	60 \$ 1,	1,431 \$	85,837
					₩	171,674
Outdoor Stage Upgrades						
	New fabric sail shade structures		1,600	\$ 00	238 \$	381,497
2 Furnishings Se	Seating at outdoor stage		1,600	\$ 00	238 \$	381,497
					↔	762,994
Outdoor Learning Space						
	New shade structures		1,200	\$ 00	238 \$	286,123
2 Site work Ou	Outdoor learning space (furniture allowance	Φ	1,500	\$ 00	\$ 29	100,143
an	and ground re-surfacing)					
					₩	386,266
Campus Shade Structures						
1 Site work Ne	New shade structures at upper grade play		800	\$ 00	238 \$	190,749
Sti	structure					
					\$	190,749

Maintenance	֡
Deferred	֡
lacement -	֡
HVAC Rec	֡
npus-Wide	֡

1 HVAC Replacement	Replace existing HVAC equipment in-kind; Building M, Building A, Building	Building M, Building A, Building	51,000.00 \$	162 \$	8,262,000
NOTE: Described HVAC Replacemer with power and structural consideratic of the State Architect. If it is determine project cost will differ.	NOTE: Described HVAC Replacement cost includes updates to heating and cooling systems with power and structural considerations, requiring this project to be approved by the Division of the State Architect. If it is determined that structural changes aren't required, the estimated project cost will differ.	cooling systems K, Building T1, Building T2, I by the Division Building C1, C2, C3 & C4, d, the estimated Existing Portables (2)			
		Q	DENTIFIED PROJECT TOTAL	₩	9,773,683

2024 DISTRICT FACILITIES MASTER PLAN

GALT JOINT UNION SCHOOL DISTRICT COST ANALYSIS - MCCAFFREY

ROBE	ROBERT L. MCCAFFREY MIDDLE SCHOOI	HOOL		per Sierra West		
Play Area Upgrades	Projects	bldgs applicable	SF/LF/Unit	\$ per SF/LF	Project Cost	st
1 Site work	Asphalt play area expansion		26,000	\$ 48		1,239,866
2 Site work	Resurface asphalt concrete at play area		38,000	\$ 19	\$ 724	724,845
3 Site work	Repaint play and sport court lineswith colored	75	30,000	\$ 29		858,369
	asphalt cooling coating				6000	000 000
						5
Classroom Upgrades						
1 New classroom building	Replace portable buildings new permanent	Building P1 (P10-P12) &	009'6	\$ 1,335	\$ 12,818,306	8,306
	construction	Building P2 (P7-P9)				
 New classroom building (permanent) 	Replace portable buildings new permanent construction	Building P3 (P4-P6) & Building P4 (P1-P3)	9,600	\$ 1,335	\$ 12,818,306	8,306
					\$ 25,636,612	6,612
New Gymnasium						
1 New construction	New dedicated gymnasium with telescopic bleachers - seating 400 & storage building		10,500	\$ 1,335	\$ 14,020,022	0,022
2 Site work	New concrete paving as needed		20,000	\$ 48	\$ 953	953,743
					\$ 14,020,022	0,022
Gender Neutral Restroom						
1 Existing building reconfiguration	Convert/add gender neutral restroom at existing MPR	Building M	09	\$ 1,431	\$	85,837
:					\$ 85	85,837
Media Room Upgrades						
1 Existing building reconfiguration	Reconfigure / Upgrade media space in Building L	Building L	2,200	\$ 842	\$ 1,852	1,852,741
					\$ 1,852	1,852,741
Athletic Field Upgrades						
1 Site work / furnishings	Installation of permanent goal posts		2	\$ 21,750	\$ 43	43,500
2 Furnishings	Storage containers		က	\$ 5,000	\$ 15	15,000
						58,500
		IDE	IDENTIFIED PROJECT TOTAL		\$ 42,624,050	4,050

COST ANALYSIS - MARENGO RANCH

MAREN	MARENGO RANCH ELEMENTARY SCHOOL	JOC.		per Sierra West		
Classroom Upgrades	Projects	bldgs applicable	SF/LF	\$ per SF/LF		Project Cost
 Demolition New classroom building (relocatable bldg o/temp foundation) 	Demolition existing portable classrooms Replace 20+ year-old portable buildings in- place with new modular construction	Building D (D1-D6) Building D (D1-D6)	6,700	₩ ₩	23 \$	153,362 5,751,070
2 Demolition2 New classroom building (relocatable bldg o/temp foundation)	Demolition existing portable classrooms Replace 20+ year-old portable buildings in- place with new modular construction	Building D (Detached meeting Building D (Detached meeting rooms)	520	& &	23 58 \$	11,903 446,352
3 Demolition3 New classroom building (relocatable bldg o/temp foundation)	Demolition existing portable classrooms Replace 20+ year-old portable buildings in- place with new modular construction	Building F(F1 - F6) Building F(F1 - F6)	6,700	∞ ↔	23 58 \$	153,362 5,751,070
4 Demolition4 New classroom building (relocatable bldg o/temp foundation)	Demolition existing portable classrooms Replace 20+ year-old portable buildings in- place with new modular construction	Building I(11-13) Building I(11-13)	3,300	& ↔	23 58 \$	75,536 2,832,617
5 Demolition5 New classroom building (relocatable bldg o/temp foundation)	Demolition existing portable classrooms Replace 20+ year-old portable buildings in- place with new modular construction	Building 12(14-18) Building 12(14-18)	5,200	& ↔	23 \$58 \$58	119,027 4,463,517
Play Area Upgrades					↔	19,757,816
1 Site work 2 Site work	Resurface asphalt concrete at play area Repaint play and sport court lineswith colored asphalt cooling coating		48,000	₩ ₩	19 \$ 29 \$	915,593
Outdoor stage					A	1,487,839
3 Site work / Existing bldg reconfiguration Outdoor stage and necessary egress reconfiguration of MPR backstage are	n Outdoor stage and necessary egress reconfiguration of MPR backstage area	Building B (MPR)	2,000	\$	\$	720,000
					€	720,000

GALT JOINT UNION SCHOOL DISTRICT COST ANALYSIS - MARENGO RANCH

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Campus Shade	
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1 Site work	Metal shade structure at existing play areas	1,100 \$	238 \$	262,279
			\$	262,279
Parking Lot Reconfiguration				
1 Site work	New asphalt parking lot	19,000 \$	\$ 29	1,268,478
			\$	1,268,478
	IDENT	IDENTIFIED PROJECT TOTAL	↔	23,496,413

GALT JOINT UNION SCHOOL DISTRICT COST ANALYSIS - RIVER OAKS

	RIVER OAKS ES			per Sierra West		
Parking Lot Reconfiguration	Projects bldgs	bldgs applicable	SF/LF/Unit	<pre>\$ per SF/LF/unit</pre>	Project Cost	+:
1 Site work	New asphalt parking lot		24,000	\$ \$	\$ 1,602,288	288
2 Site work	Landscaping/bioswales		16,000	\$ 38	\$ 610,396	396
4 Site work	Resurfacing/restriping of existing asphalt parking lot - site east		32,000	\$ 19	\$ 610,396	396
					\$ 2,823,079	620
Campus Shade Structures						
1 Furnishings	New metal shade structures at playgrounds		1,400	\$ 238	\$ 333,810	810
2 Furnishings	New metal shade structures at drop off		2,300	\$ 238	\$ 548,402	402
3 Furnishings	New metal lunch shelter		820	\$ 238	\$ 202,670	029
					\$ 1,084,883	883
Admin Building Reconfiguration						
1 Existing building reconfiguration	Add additional conference room to existing administration building		200	\$ 842	\$ 421,078	078
					\$ 421,078	078
Classroom Upgrades						
1 Modernization	Mid-level modernization of existing permanent Building D		6,300	\$ 546	\$ 3,442,917	917
	classroom buildings: (Finishes, plumbing, HVAC, lighting, P/D/A/V upgrades etc.)					
					\$ 3,442,917	917
2 Demolition	Demolition of existing portables Room 14 - 27	72	8,000	\$ 23	\$ 183,119	119
3 Site work	Site work associated with construction of new		10,000	\$	\$ 953,743	743
4 New construction	permanent ctassroom buildings Construction of new permanent classroom Room 14 - 27	72	6,800	\$ 1,431	\$ 9,728,179	179
	buildings					
		\$	9,728,179	\$ 2	\$ 19,456,357	357

GALT JOINT UNION SCHOOL DISTRICT COST ANALYSIS - RIVER OAKS

2,670,480	45,780	45,780	45,780 8,148,780
1,335 \$	23 \$ 1,335 \$	23 \$ 1,335 \$	8 8 8
2,000 \$	2,000 \$	2,000 \$	2,000 \$
Room 38 - 39	Room 38 - 39 Room 34 - 35	Room 34 - 35 Room 12 - 13	Room 12 - 13
Replace portable buildings in place with new Room 38 - 39	Demolish existing portable classrooms Replace portable buildings in place with new	Demolish existing portable classrooms Replace portable buildings in place with new	Demolish existing portable classrooms
6 New classroom building (relocatable bldg o/temp foundation)	7 Demolition 8 New classroom building (relocatable bldg o/temp foundation)	9 Demolition10 New classroom building (relocatable bldg o/temp foundation)	11 Demolition

Gender Neutral Restroom					
1 Existing building reconfiguration	 Existing building reconfiguration Convert/add gender neutral restroom at existing MPR 	Building F	\$ 09	1,430.61 \$	85,837
				₩	85,837
		IDENT	IDENTIFIED PROJECT TOTAL	₩	35,462,931

COST ANALYSIS - VALLEY OAKS

	VALLEY OAKS ES			per Sierra West	
Parking Lot Reconfiguration	Projects	bldgs applicable	SF/LF/Unit	\$ per SF/LF/unit	Project Cost
1 Site work	New asphalt parking lot - site west		2,000	29	
2 Site work	Resurfacing/restriping of existing asphalt parking lot - site west		9,000	19	\$ 171,674
3 Site work	New asphalt parking lot - site east		2,000	\$ 29	\$ 133,524
4 Site work	Resurfacing/restriping of existing asphalt		23,000	\$ 19	\$ 438,722
	parking lot - site east				\$ 1,077,730
Play Area Upgrades					
1 Site work	Resurface asphalt concrete at play area		000'06	\$ 20	\$ 1,800,000
2 Site work	Repaint play and sport court lineswith colored		16,000	\$ 20	\$ 320,000
	asphalt cooling coating				
3 Site work	Upgrade upper grade play area		3,200	\$ 105	\$ 336,000
4 Furnishings	New metal shade structures		1,600	\$ 168	\$ 268,800
					\$ 2,724,800
Outdoor Learning Spaces					
1 Site work / furnishings	Outdoor learning space (furniture allowance		3,500	\$ 237	\$ 829,500
2 Furnishings	New fabric shade structures		1,200	\$ 215	\$ 258,000
					\$ 1,087,500
Administration Building Expansion					
1 New construction / addition	Expansion of existing administration building B to include staff breakroom, staff workroom & gender neutral restroom	Building B	1,000	\$ 1,284	\$ 1,284,000
2 Modernization / reconfiguration	Reconfiguration of existing administration B building as appropriate to acoommodate for current programmatic needs	Building B	2,800	098	\$ 2,408,000

GALT JOINT UNION SCHOOL DISTRICT

COST ANALYSIS - VALLEY OAKS

56,000 64,000 114,000 60,000 56,000 58,000 100,000 3,692,000 5,540,000 5,540,000 112,000 2,574,000 4,875,200 1,804,800 2,402,400 2,745,600 4,890,600 2,402,400 S ₩ S ↔ S ↔ ↔ 8 S ↔ ↔ S 49 554 554 858 858 20 858 20 20 554 358 20 358 20 20 20 20 358 s S ᡐ ↔ S S 2,000 2,600 2,800 3,200 3,000 2,800 2,900 10,000 10,000 8,800 5,600 2,800 3,200 5,700 5,700 3,000 2,800 Room 12 - 13 Room 22 - 25 Room 22 - 25 Room 26 - 27 Room 28 - 30 Room 42 - 43 Room 12 - 13 Room 19 - 21 Room 19 - 21 Room 26 - 27 Room 28 - 30 Room 7 - 10 Room 7 - 10 **Building** C New concrete paving/regrading as necessary Building B Mid-level modernization of existing permanent Building A **Building E** Replace portable buildings with new in place Replace portable buildings with new in place Replace portable buildings with new in place Replace portable buildings with new in place Replace portable buildings with new in place Replace portable buildings with new in place classroom buildings: (Finishes, plumbing, HVAC, lighting, P/D/A/V upgrades etc.) Demolition of existing portables Demolition of existing portables Demolition of existing portables Demolition of existing portables Demolition of existing portables Demolition of existing portables Demolition of existing portables Mid-level modernization Mid-level modernization 11 New classroom building (relocatable 13 New classroom building (relocatable 5 New classroom building (relocatable New classroom building (relocatable New classroom building (relocatable 15 New classroom building (relocatable bldg o/temp foundation) bldg o/temp foundation) bldg o/temp foundation) bldg o/temp foundation) bldg o/temp foundation) bldg o/temp foundation) Classroom Upgrades 2 Modernization 1 Modernization Modernization Demolition Demolition 10 Demolition 12 Demolition 14 Demolition 4 Demolition 16 Demolition 3 Site work က ဖ 6 ω



GALT JOINT UNION SCHOOL DISTRICT

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	2,900 \$ 858 \$
^	2
CAK	Room 42 - 43
YSIS - VALLEY	Replace portable buildings with new in place Room 42 - 43
COSI ANAL	17 New classroom building (relocatable bldg o/temp foundation)

2,488,200

				\$	\$ 38,783,200
Gender Neutral Restroom					
1 Existing building reconfiguration	gender neutral restroom at	Building F	\$ 09	1,431 \$	85,837
	existing MPR				
				\$	85,837
			IDENTIFIED PROJECT TOTAL	⇔	63,406,266

GALT JOINT UNION SCHOOL DISTRICT COST ANALYSIS - FAIRSITE

	FAIRSITE LEARNING CENTER			per Sierra West	
Parking Lot Reconfiguration	Projects	bldgs applicable	SF/LF/Unit	<pre>\$ per SF/LF/unit</pre>	Project Cost
1 Site work	New asphalt parking lot along east property line		7,400	\$ 67	\$ 494,039
2 Site work	Resurfacing/restriping of existing asphalt parking lot - site east		24,300	\$	\$ 463,519
3 Demolition	Demolition of existing portable	Room 22	1,000	\$ 23	\$ 22,890
					\$ 980,448
Outdoor Learning Spaces					
1 Site work	Outdoor learning space (outdoor furniture allowance and ground re-surfacing)		3,400	\$	\$ 226,991
2 Furnishings	New fabric shade structures		1,200	\$ 238	\$ 286,123
3 Site work	Regrading / resurfacing asphalt concrete as		6,300	\$	\$ 300,429
	200000				\$ 813,543
New Admin Building					
1 Demolition	Remove existing Admin portable	Office	200	\$ 23	\$ 11,445
2 Demolition	Remove existing classroom portables (requires interim replacement on site)	Room 15 - 18	4,000	\$	\$ 91,559
3 Site work	New/regrade concrete paving		14,000	\$	\$ 667,620
4 New construction	Construction of new Administration building at south-east campus		4,000	\$ 1,240	\$ 4,959,464
5 Site work	New fencing as needed (per concept plan, sitewide)	ά	300	\$ 525	\$ 157,368
6 Site work	New pedestrian gate		1	\$ 12,589	\$ 12,589
					\$ 5,900,045

Classroom Upgrades

2024 DISTRICT FACILITIES MASTER PLAN

COST ANALYSIS - FAIRSITE

1 Modernization	Mid-level modernization of existing permanent Preschool classroom buildings: (Finishes, plumbing, HVAC, lighting, P/D/A/V upgrades etc.)	nt Preschool	2,000 \$	546 \$	1,092,989
2 Modernization 3 Modernization 4 Modernization 5 Modernization	Mid-level modernization Mid-level modernization Mid-level modernization Mid-level modernization	Building A Building A.2 Building B Building C	3,500 \$ 6,800 \$ 4,500 \$ 2,800 \$	546 \$ 546 \$ 546 \$ 546 \$	1,912,732 3,716,164 2,459,226 1,530,185
New Classroom Buildings 7 Demolition 8 Site work	Demolition of existing portables Estimated site work associated with	Rooms 25, 26, 27, 28, 29, 30, 32,34, & 36	9,000 \$	23 \$	206,008
9 New construction	buildings Construction of new permanent classroom buildings		12,000 \$	1,240 \$	14,878,391 17,468,757

35,874,089

IDENTIFIED PROJECT TOTAL





OTHER REPORTS

1. City And Schools Together (CAST)

Lois Yount, Superintendent

2. School Calendars

School Principals/Assistant Principals

CAST Meeting Agenda







Location: Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632

Date/Time: May 13, 2024 at 5:30 PM

Members: GJUESD City of Galt GJUHSD

Lois Yount, Superintendent Chris Erias, City Manager Lisa Pettis, Retiring Superintendent

and Anna Trunnell, Superintendent

Casey Raboy, Board Member Shawn Farmer, Council Member Terry Parker, Board Clerk

Traci Skinner, Board President Kevin Papineau, Council Member Dennis Richardson, Board Member

Welcome!

I. Review of CAST Purpose and Agenda Overview

- II. Standing Agenda Items
 - School and City Safety Updates
 - School Resource Officers (SRO)
- III. Galt Joint Union Elementary School District
 - District Updates
 - Potential GO Bond: public outreach and education
 - Student Enrollment and Staffing
- IV. Galt Joint Union High School District
 - End of Year Activities
 - Estrellita High School Program Updates
 - Superintendent Transition
- V. City of Galt
 - City Updates
- VI. 2024-25 Quarterly Meetings
 - Monday, August 12, 2024 City Hall
 - Tuesday, November 12, 2024 Galt Joint Union Elementary School District
 - Tuesday, February 11, 2025 Galt Joint Union High School District
 - Monday, May 12, 2025 City Hall

^{*}City and Schools Together (CAST) is a collaborative effort among leaders of the City of Galt, Galt Joint Union Elementary School District, and the Galt Joint Union High School District, united to ensure a positive future for all Galt area youth and families through strategic planning, open communication, resource sharing and coordination of events and activities."

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2024

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SAT	-	ω	15	22	59
FR		LAST DAY OF SCHOOL FOR TK	41	12	28
JHL		w	13	20	27
WED		v	12	61	26
TUE		4	E	82	25
Ζ Ο Σ		м	01	71	24
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FAIRSITE ELEMENTARY AND EARLY LEARNING CENTER

902 CAROLINE ST. GALT, CA 95632 (209) 745-2506



LAURA MARQUEZ PRINCIPAL

Vernon E. Greer Elementary

Notes	Monday	Tuesday	Wednesday	Thursday	Friday
National Days 2023 JUNE 3-7 Book Fair pack up NO FLY ZONE	ത	4 Sixth Grade to Galt Aquatic Center	5 Kindergarten performance in cafeteria - 10am	6 KONA ICE 8:10-9:10 End of School Roundup End of Year Staff Party?	7 AM MMS Promotion Last Day Minimum Day 1:00 K-6 Dismissal 4:30 ASES Closes



Lake Canyon Board Calendar June 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 Speech/ RSP Party 3rd Grade Awards 1:45	4 COLOR FINE 8:06-11:00 ICIENTI STOW	S Awards Assembly 8:15 2nd Grade 10:00 1st Grade 4th Grade BBQ 11:00 6th Grade to Galt Pool 6th Grade Dance 1:00	6 Awards Assembly 8:05 4th Grade 8:50 5th Grade 3rd Grade to The Fishery	7 6th Grade Awards/Promotion 10:30 LAST DAY OF SCHOOI 1:00 PM - Dismissal	∞
6	10	=	12	13	14	15
Happy Father's Day	17					22
23	24	WISHING YOU	SCCINCING YOU A BEAUTIFUL,	I SAFE SUMMER!	3	29
30						



June 2024 McCaffrey Middle School



Sun	Mon	Lue	Wed	Thu	Fri	Sat
						I
2	3	4	5	9	7	8
		8th-grade Field Trip Country Club Lanes	Promotion Practice	Promotion Practice 8th-Grade Bulldog Farewell	Last Day of School Promotion 7th-Grade Field Day Minimum Day	
6	10	11	12	13	14	15
16	17	18	19 Board Meeting @ 7pm	20	21	22
23	24	25	26	27	28	29
30						



Important Reminders

06/04 Field Day for all grades 06/06 Awards Assemblies K/1 8:15-9:00 2/3 9:15-10:00 4/5 10:15-11:00 06/07 Last Day of School 1pm Dismissal

06/17 Summer School begins

June 2024

Board Calendar-What's happening this month at Marengo Ranch?

TRI FRI		er & Last Day for rade SPED IA/ ation Kinder IA	m		21	Last Day for Principal	
THU	9	ADE Kinder & JS 1st grade AST celebration AM	13		20	O P	27
WED	S.	for 6TH GRADE AWARDS BREAKFAST 8:30-10AM	12		19	BOARD	26
TUE	4	Last day for d IA/BIA	<u>-</u>		18	ي .	25
Mon	ო	Safety Patrol Field Trip to IMAX	10		17	Last Day for Sec I & II, Health, BFLC tech,	24
SUN	2	<u>စ</u>	တ	lo	17		23



River Oaks Elementary June 2024

Sat			15	2	6
Fri	I	7 Kinder Promotions 8 Mullins –9am Margiott-10am Last Day of School 1:00 pm Dismissal	14	2 3	2
Thu		6 6th Grade to the Pool 6th Grade BBQ	13	* (//	
Wed		5 Talent Show 8:15 6th Grade Greek Olympics 6th Grade Breakfast Slides & Awards	12	• 0	
Tue		4 5th Grade BBQ 10am 2nd Grade Field Day 10:00-11:30am	11		5
Mon		80	10		
Sun		2	6	16	23



Valley Oaks Elementary Jume 2024



	Friday	7. 3rd Tri Awards Assemblies for 6th grade	Minimum Day (1:00pm) Last Day of School!	14.			21.			28.				
	Thursday	6. 3rd Tri Awards Assemblies		13.			20.			27.				
	Wednesday	5. 3rd Tri Awards Assemblies	Popsicles from the principal	12.			19.	No school: Juneteenth Holiday		26.				
	Tuesday	4. 3rd Tri Awards Assemblies		11.			18.	7pm GJUESD Board Meeting		25.				
	Monday	3. 3rd Tri. Awards Assemblies	6th Grade vs. Staff Kickball Game	10.			17.			24.				
1 181 1	David Nelson Principal	Leah	w neerer Assistant	Principal	Vallev Oaks	Elementary	School	21 C Street Galt, CA 95632	Phone: (209) 745-1564	744-4565	Distraict Office	1018 C Street, Suite 210	Galt, CA 95632 Phone: (209)	744-4545

Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date	: May 15, 2024	Agenda Item: 232.498 Board Consideration of Approval of Consent Calendar
Presenter:	Lois Yount	Action Item: XX Information Item:

- a. Approval of the Agenda
- b. Minutes
 - April 17, 2024 Regular Board Meeting
- c. Payment of Warrants
 - Vendor Warrants: 24478096-24478162; 24479540-24479612; 24481029-24481078; 24482058; 24482719-24482766;
 - Payroll Warrants: 04/30/24; 05/10/24
- d. Personnel
 - Resignations/Retirements
 - Leave of Absence Requests
 - New Hires/Reclassifications
- e. Donations
- f. Procare Therapy Non-Public, Non-Sectarian School/Agency Services Contract
- g. Disposal of Surplus Property Cafeteria Tables
- h. Disposal of Surplus Property John Deere Tractor Mowers

Galt Joint Union Elementary School District Board of Education Minutes

Regular Meeting April 17, 2024

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

Zoom Webinare ID: 833 7739 3328

Board Members Administrators Present

Traci Skinner Lois Yount Jennifer Porter Casey Raboy Claudia Del Toro-Anguiano Leah Wheeler Katherine Harper Kuljeet Nijjar Joshua Saldate Annette Kunze Alejandra Garibay Tina Homdus Wesley Cagle

A. 6:00 pm – Closed Session Location: Galt City Hall Conference Room
Present: Traci Skinner, Casey Raboy, Katherine Harper, Annette Kunze, Wesley Cagle, Lois Yount,
Claudia Del-Toro Anguiano, Kuljeet Nijjar, Alejandra Garibay

- B. Traci Skinner called the Closed Session to order at 7:03 pm to discuss the following items:
 - 1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6 Agency Negotiator: Lois Yount, Claudia Del Toro-Anguiano, Kuljeet Nijjar, Alejandra Garibay
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Unrepresented Employees
 - 2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE §54957
- C. The Closed Session adjourned at 6:57 pm, and the Open session began at 7:00 pm, followed by the flag salute, which Valley Oaks Elementary music program students led.
- D. Presentations
 - 1. Valley Oaks Elementary music program performed a song for the Board.
 - At this time, Joshua Saldate, Assistant Principal, announced that the McCaffrey Middle School Color Guard won the 2024 NCBA Champions and that Angela Romero, a student, was awarded the highest honor available at the competition. He thanked McCaffrey students and staff for their efforts.

Traci Skinner, Board President, announced no action was taken during the closed session.

- E. Lois Yount shared the Board Meeting Protocol.
- F. Public Comments for topics not on the agenda

- Curtiss Wright, Omar Anzalua, and Arianne Aguilera addressed the Board regarding Proposition 28,
 Arts and Music in Schools Funding, advocating for an additional music teacher.
- Tammy Partridge provided a Galt Elementary Faculty Association (GEFA) update.

G. Reports

LCAP GOAL 1

Engaging learners in PreK-8 through a focus on equity, access, and academic rigor with inclusive practices in various learning environments.

1. Summer Programs

Kuljeet Nijjar, Educational Services Director, reported the District will be offering multiple programs this summer, including:

- Extended School Year/Summer School: June 17-July 12 (no school June 19 and July 4),
 8 am to 12 pm, Monday through Friday.
- Galt Expanded Learning Program (GEL): June 14-July 24 (no school June 19 and July 4),
 7:30–4:30 pm, Monday through Friday

Ms. Nijjar announced the summer coordinators and thanked them for their efforts. The Coordinators are:

Extended School Year: Gina Fuentes

Summer School: Gerardo Martinez

Galt Expanded Learning: Lori Jones

Food Services: Nich Svoboda

LCAP GOAL 2

Promoting PreK-8 whole learner development through social and emotional learning opportunities in a variety of safe and supportive environments.

1. CalSCHLS Healthy Kids Survey Data

Lois Yount reported that during February, students in grades 5-8 and staff and parents were invited to take the California School Climate, Health and Learning Survey (CalSCHLS).

Ms. Yount shared key indicators of school climate district-wide and by school site. She highlighted staff reporting "strongly agree" increased from 2023 to 2024. She also said parent participation was very low. The administrators have since brainstormed ways to increase parent participation next year.

OTHER REPORTS

1. School Calendars

School administrators shared an event from their May school calendar.

2. Williams Uniform Complaint Process (UCP) Quarter 3 Report

Lois Yount reported no complaints for Quarter 3.

H. Routine Matters/New Business

232.487 Lois Yount shared the donations.

Kuljeet Nijjar informed the Board the Fairsite Elementary School Plan for Student Achievement (SPSA) is being amended to seek a waiver for school-wide program status.

Casey Raboy made a motion to approve the Consent Calendar, seconded by Wesley Cagle. The motion carried unanimously.

a. Approval of the Agenda

Consent Calendar

b. Minutes

■ March 20, 2024 Regular Board Meeting

c. Payment of Warrants

Vendor Warrants: 24472653-24472713; 24473389-24473427; 24474047-24474064; 24476723-24476814

■ Payroll Warrants: 04/10/24

d. Personnel

Resignations/Retired	es		
Name	Position	Effective Date	Site
Bridgeman, Vanessa	Psychologist	6/30/24	Valley Oaks
Guillen Madera, Karla	Instructional Assistant, Expanded Learning	4/4/24	Lake Canyon
Hurtado, Maria	Bilingual Office Assistant	4/12/24	District Office
Ipson, Annie	Teacher	6/7/2024	Lake Canyon
Lopez, Shalise	Instructional Assistant, Special Education	4/19/24	Vernon E. Greer
Needham, Lisa	Teacher	6/7/24	Fairsite
Swain, Heather	Teacher	6/7/2024	Lake Canyon

Leave of Absence Req	uests		
Name	Position	Effective Date	Site
Azua, Mike	Custodian	5/16/24	Marengo Ranch
Grace, Kimberly	Instructional Assistant	4/15/24	Valley Oaks
Haught, Sarah	Instructional Assistant, Expanded Learning	3/12/24	Valley Oaks
Raygoza-Montes, Neyda	Instructional Assistant, Special Education	8/16/23	Vernon E. Greer

New Hires/Reclassification	ns/Status Changes	
Name	Position	Site
Amrine, Caitlyn	Classified Substitute	N/A
Anaya, Maria (status change)	Secretary 1	Fairsite
Contreras Arias, Stephanie	Food & Nutrition Assistant 1	McCaffrey Middle
Edwards, Hannah	Short-Term Instructional Assistant	Marengo Ranch
Flores, John	Custodian	Valley Oaks

Gomez, Oralia	Classified Substitute	N/A
Havens, Westin	Classified Substitute	N/A
Jauregui, Alondra	Short Term Instructional Assistant, Special Education	Vernon E. Greer
Meza, Miriam	Classified Substitute	N/A
Pollan, Kayleena	Classified Substitute	N/A

- e. Donations
- f. Fairsite Elementary School Plan for Student Achievement Amendment
- g. Tilly Therapy Non-Public, Non-Sectarian School/Agency Services Contract
- 232.488 Consent Calendar (Continued) Items Removed for Later Consideration No items were removed from the consent calendar.

CC Items Removed

232.489 Annette Kunze made a motion to approve TeamCIVX, LLC's proposal to Conduct Public Outreach on a Potential 2024 Bond Measure, seconded by Katherine Harper. The motion carried unanimously.

TEAMCIVX Proposal

232.490 Traci Skinner made a motion to approve Resolution No. 16, Accepting Final Completion of Contract for the Valley Oaks Elementary School Classroom Building, S&B James Construction California, Inc., seconded by Casey Raboy. The motion carried unanimously.

Res 16 NOC VO

232.491 Wesley Cagle made a motion to approve the Job Description for Visual and Performing Arts District Coordinator, seconded by Katherine Harper. The motion carried unanimously.

Job Desc VAPA Coord

232.492 Traci Skinner made a motion to approve the following Board Policies (BP) and Administrative Regulations (AR). [The Board pulled BP 1313 Civility], seconded by Annette Kunze. The motion carried unanimously.

Board Policy

- 1. BP/AR 1250 Visitors/Outsiders
- 2.—BP 1313 Civility
- 3. BP/AR 3515.2 Disruptions
- 4. BP/AR 4119.25 Political Activities Of Employees
- Traci Skinner made a motion to approve the Superintendent's
 Recommendation Regarding Implementing Board Resolution No. 11
 (Adopted February 21, 2024), Reduction Or Discontinue Particular Kinds of Services (Certificated), seconded by Casey Raboy. The motion carried unanimously.

MOTION

The services include 1.0 FTE certificated employee reduction by 6.00 sections at Robert L. McCaffrey Middle School: Christina Ceccarelli 1.0 FTE.

MOTION

Wesley Cagle made a motion to approve the Superintendent's
Recommendation Regarding Implementing Board Resolution No. 12 (Adopted February 21, 2024) Reduction In Particular Kinds of Services And Abolishment of (Classified) Positions Due To Lack Of Work Or Lack Of Funds (Classified) and Implementing Board Resolution No. 13 (Adopted February 21, 2024) Reduction In Particular Kinds of Service Due To Lack Of Work or Lack Of Funds (Classified), seconded by Annette Kunze. The motion carried unanimously.

The classified positions with incumbents in the position(s) who will be laid off or reduced in hours for the 2024-25 school year are below and shall be discontinued or reduced in hours to the following extent:

CLASSIFICATIONS	FTE
Instructional Assistant	3.0 Position
Instructional Assistant, Preschool	1.0 Position
Bilingual Office Assistant (8.0 hours)	1 Position – Reduce to 4 Hours
Bright Future Learning Center Technicians (8.0 hours)	6 Positions – Reduce to 6 Hours
TOTAL	11

The District Superintendent or her designee is hereby authorized to give notice on behalf of the Board as required by Education Code section 45117 to the below-named employees:

Miriam Rodriguez	Andraya Rocha	Lucerito Ramirez
Martinez		
James Reeve	Annette Garcia	Charlene Keane
Lori Ginni	Vanessa Torres	Tammy Dettman
Rebecca Coker	Jennifer Taylor	

232.495 Casey Raboy made a motion to approve a Memorandum of Understanding Between the Galt Joint Union Elementary School District and the Galt Elementary Faculty Association Regarding Full-Day Kindergarten Early Release Days, seconded by Katherine Harper. The motion carried unanimously.

MOTION

MOTION

232.496 Wesley Cagle made a motion to approve a Memorandum of Understanding Between the Galt Joint Union Elementary School District and the Galt Elementary Faculty Association Regarding Combination Team Stipend For Middle School Core Teachers, seconded by Casey Raboy. The motion carried unanimously.

MOTION

232.497 Annette Kunze made a motion to approve the Memorandum of Understanding Between the Galt Joint Union Elementary School District And the Galt Elementary Faculty Association Regarding the Special Education Teacher Salary Schedule, seconded by Traci Skinner. The motion carried unanimously.

Public Comments for topics not on the agenda There were no additional public comments.

J. Pending Agenda Items

1. School Resource Officer (SRO) Report

Wesley Cagle stated his support in hiring an additional music teacher for the District based on public comments regarding Proposition 28, Arts and Music in Schools Funding. Casey Raboy concurred. Lois Yount said Proposition 28 funding may be reduced in the Governor's final budget. She will bring information back to the Board in June.

Annette Kunze mentioned several legislative bills being heard in the Education committees.

- 1) AB 2226 and SB 1056 relate to mandatory kindergarten. She mentioned that there was a lot of discussion at the Capitol regarding this topic and that bills are being heard in both houses.
- 2) AB 1825 relating to public library materials. It's similar to last year's AB 1078 but relates to public libraries, not school libraries, as it was heard in the education committee. So, if anyone has strong feelings about that topic, they may want to share those feelings and/or track the status of this bill.
- 3) SB 1283 relating to social media in schools. The bill currently defines social media very broadly, and this was discussed in the committee.
- 4) SB 1094 relating to civic engagement and civics education. It would require introduction once in elementary and at the middle school levels (currently, it is high school). Dave Gordon, Sacramento County Superintendent of Schools, spoke to the committee in favor of this bill.

Annette Kunze mentioned that, related to this topic, she was contacted by the adult mentor for the Galt Youth Commission, who stated they are in need of candidates to apply. Annette mentioned her two sons were on this commission, and it was a great opportunity to gain leadership experience and help the Galt community. May be a good opportunity for 8th graders leaving for high school. They have the information regarding the application posted on the City's Instagram account.

Ms. Kunze thanked Marengo Ranch for their participation in her daughter's senior project for the National Honor Society. It meant a lot to the former students to be able to return to Marengo Ranch.

K.	Adi	ournment 8:33	ßpm.
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Katherine Harper, Cleri	
Date	



CONSENT CALENDAR

Human Resources

Recommend approval of the following:

Resignations/Retirees			
Name	Position	Effective Date	Site
Leveroni, Tracey	Teacher	7/12/2024	McCaffrey Middle
McGranahan, Jenne	Teacher	6/7/24	Marengo Ranch
Port, Elizabeth	Expanded Learning Instructional Assistant	6/7/24	Lake Canyon
Prieto-Chase, Lydia	Food & Nutrition Assistant 1	4/18/24	Vernon E. Greer
Seamons, Jackie (Retirement, 21 Years)	Food & Nutrition Assistant 2	6/7/24	Valley Oaks
Shelley, Stella	Payroll Technician	6/7/24	District Office
Villanueva, Emily	Yard Supervisor	5/7/24	McCaffrey Middle

Leave of Absence Requests			
Name	Position	Effective Date	Site
Chavez, Christina	Yard Supervisor	5/8/24	McCaffrey Middle
Woods, Michelle	Teacher	8/5/24	Lake Canyon

New Hires/Reclassifications/Statu		
Name	Position	Site
Cabrera, Yadira	Classified Substitute	N/A
Gomez, Oralia	Classified Substitute	N/A
Gonzalez, Alberto	Classified Substitute	N/A
Gonzalez, Casandra (Status Change)	Bilingual Instructional Assistant	Vernon E. Greer
Lopez, Irma	Classified Substitute	N/A
Mestayer, Lisa	Classified Substitute	N/A
Meza, Miriam	Bilingual Office Assistant	Vernon E. Greer
Miranda, Amanda	Short Term Instructional Assistant, Special Education	Vernon E. Greer
Nelson, Olivia	Certificated Substitute	N/A



CONSENT CALENDAR

Donations

Fairsite Elementary

- Athena and Don Buchanan donated \$100.00 to Mrs. Shin's classroom
- Alexis Torres donated \$500.00 to Ms. Puentes' and Ms. Arana's classrooms
- Westside Spreading, LLC donated books valued at \$322.37

Galt Horse Assisted Learning & Enrichment Program (GALEP)

 Jan Luiz donated \$100.00 towards the Galt Horse Assisted Learning and Enrichment Program



CONSENT CALENDAR

Non Public Schools/Agencies Contract

- f. Master Contract for Non Public Schools and Agencies Providing services to students whose needs cannot be met in the district's programs.
 - 15. Procare Therapy Non-Public, Non-Sectarian School/Agency Services Contract



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

Nonpublic, Non-Sectarian School/Agency Services

#15
Procare Therapy

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

GALT JOINT UNION ELEMENTARY
SCHOOL DISTRICT

2023-2024

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Galt Joint Union Elementary School District

	Contract Year2023-2024
	Nonpublic School ("NPS") X Nonpublic Agency ("NPA")
Type of Co	ontract:
×	Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this Contract.
	Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.
	Interim Extension of the Master Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA in accordance with Section 4 of this Master Contract. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract

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XHIBIT B	: INDIVIDUAL SERVICES AGREEMENT

2023-2024 CONTRACT NUMBER: 15

LEA: GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGANCY/RELATED SERVICES PROVIDER: Aya Healthcare

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2023, between GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT hereinafter referred to as the local educational agency ("LEA") or "District" and New Directions Solutions, LLC dba Procare Therapy (nonpublic, nonsectarian school or agency), hereinafter referred to as "NPS/A" or "CONTRACTOR," for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student, unless otherwise agreed by LEA and CONTRACTOR. These forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the LEA student's Individualized Education Program (hereinafter referred to as "IEP"). LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is ordered pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer LEA student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement and/or NPS/A services is appropriate, and the IEP is signed by the Parent.

2.CERTIFICATION AND LICENSES CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification

or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of the State of California shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State of California, or other public agency having delegated authority by contract with the State of California to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of the State of California, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by the LEA. Any suspension or revocation of CONTRACTOR's CDE certification shall also be good cause for the immediate suspension or termination of this Contract by LEA, at LEA's discretion.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State of California, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA Procedures (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to CDE any violations of the provisions of this Contract; and that this may result in the suspension and/or revocation of CDE NPA/S certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Contract incorporates LEA Procedures herein by this reference. Each ISA is also incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR

CONTRACTOR shall provide LEA with information as requested in writing to secure a Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation, and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Contract will be issued. If CONTRACTOR does not return the Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Contract is received by LEA and will not be retroactive to the first day of the new Contract's effective date. If CONTRACTOR fails to execute the new Contract within such ninety-day period, all payments shall cease until such time as the new Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code §56366(c)(1) and (2)). In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Contract in effect. In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program/services provided under this Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the Parent and LEA. At any time during the term of this Contract, a Parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Contract, CONTRACTOR shall provide all services specified in the IEP unless CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and California Code of Regulations, tit. 5, § 3062(e).) In the event CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by CONTRACTOR.

If a Parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of the State of California and federal law unless the Parent and LEA voluntarily agree otherwise, or an Interim Alternative Educational Setting ("IAES") is

deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Contract may be appealed to the Sacramento County Superintendent of Schools or the California State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

Exhibit B includes the ISA form.

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency ("NPS/A") certified by the California Department of Education ("CDE"), and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by State laws or regulations. (California Code of Regulations, tit. 5, § 3001(r).)

e. The term "license" means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State of California licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State of California licensing agency, a certificate of registration with the appropriate professional organization at the national or State of California level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(1).

f. "Parent" means:

- a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
- ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),
- iii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
- iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- v. a surrogate parent.

Parent does not include the state or any political subdivision of government or a NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by State and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (Parent/doctor notes, telephone logs, and related documents) if CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination;

records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's Parent; (b) an individual to whom written consent has been executed by the LEA student's Parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this Section, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the LEA student's Parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with Parent requests for copies of LEA student records, as required by State of California and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA of any change of ownership or corporate control within ten (10) business days of such change.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall provide CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute, guideline, or regulation upon which the modifications or changes are based.

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the

standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the Parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract or ISA, either party shall give no less than twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract or ISA may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination. Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Contract or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence

\$ 500,000 fire damage

\$ 5,000 medical expenses

\$1,000,000 personal & adv. Injury

\$4,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

CONTRACTOR's general liability policy shall be primary and shall not seek contribution from LEA's coverage, and be endorsed using Insurance Services Office form CG 20 10 or CG 20 26 (or equivalent) to provide that LEA and its officers, officials, employees, and agents shall be additional insureds under such policies.

B. Commercial Auto Liability Insurance for all owned, non-owned or hired automobiles with a limit of two million dollars (\$2,000,000) per accident.

If no owned automobiles, then only hired and non-owned is required. If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. Workers' Compensation and Employers Liability Insurance in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and federal laws.

Part A – Statutory Limits
Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D. Sexual Abuse and Molestation Insurance

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of three million dollars (\$3,000,000) per occurrence.

E. Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance

CONTRACTOR shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Contract, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

F. For all Insurance Coverage in Part I:

- 1) Each insurance policy required by the Contract shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to LEA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- 2) All self-insured retentions over \$100,000 must be declared and approved by LEA.
- 3) Evidence of Insurance Prior to commencement of serving LEA students pursuant to this Contract, CONTRACTOR shall furnish LEA with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. CONTRACTOR must agree to provide complete, certified copies of all required insurance policies if requested by LEA.
- 4) Acceptability of Insurers Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-, VII, or higher.
- G. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a residential treatment center ("NPS/RTC"), the following insurance policies are required:

A. Commercial General Liability including both bodily injury and property damage, with limits of at least:

\$3,000,000 per Occurrence \$6,000,000 in General Aggregate.

The policy shall be endorsed to name LEA and LEA's Board of Education as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary

despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of LEA.

- B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the NPS/RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. Commercial Auto Liability Coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. Professional Liability/Errors & Omissions/Malpractice Coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. Sexual Molestation and Abuse Coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to CONTRACTOR. LEA shall have the right in its sole discretion to select counsel of its choice to provide the defense at the sole cost of CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports,

and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a Parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's NPS/A) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the LEA student for whom the IEE is requested. Likewise, LEA may not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands California Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred sixty-five (365) days prior to executing this Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request Parent(s) to pursue funding for the admitted school year from LEA through due process proceedings. Such action shall constitute good cause for termination of this Contract by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by federal or State law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each LEA student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of an LEA student's enrollment under the terms of this Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

CONTRACTOR may charge an LEA student's Parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the LEA student's Parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by the LEA student's Parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning Parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a FAPE shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR, and Parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq*.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards - aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to State and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student's IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP

team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a Parent or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Contract. CONTRACTOR shall immediately notify LEA in writing if no Parent, guardian or adult caregiver is present.

CONTRACTORs providing Behavior Intervention Services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. CONTRACTORs providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that California Education Code prescribes for LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS CONTRACTOR is unable to fill a vacant teaching position responsible for direct instruction to LEA students, and the vacancy has a direct impact on the CDE Certification of that school, CONTRACTOR shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA CONTRACTOR.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq*.

25. CALENDARS

When CONTRACTOR is a NPS:

CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each LEA student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for its regular school year and/or extended school year, the approved number of days shall become the total billable days for CONTRACTOR. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the student's IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the student's IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to by LEA and CONTRACTOR, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. As of the execution of this Contract, those holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Juneteenth and Independence Day. With the prior written approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a NPA:

CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise in writing before delivery of any NPA services. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any services provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Section 62 of this Contract.

26. DATA REPORTING

CONTRACTOR shall agree to provide to LEA all data related to LEA student information and billing information. CONTRACTOR shall provide data related to all sections of this Contract, including student discipline as noted below, when requested by LEA and in the format required by LEA. It is understood that CONTRACTOR shall utilize LEA-approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to in writing by LEA. Additional progress reporting may be required by the LEA. LEA shall provide CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915. (Ed. Code § 49006.)

LEA shall provide CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA Procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), and Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff.

CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA-mandated meetings when legal mandates and/or LEA Procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports ("BERs"). CONTRACTOR shall inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. Training shall include certification by an approved LEA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. (Ed. Code 56366.10(f).) The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire upon LEA request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to a LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Emergencies *require* a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment ("FBA"), and to determine an interim plan, or both. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

- 1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
- 2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
- 3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
- 5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
- 6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
- 7. an intervention that precludes adequate supervision of the individual;
- 8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

- 1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
- 2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
- 3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
- Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
- 5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
- 6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the Parent when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify to LEA that (a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior; and (d) BERs have been properly completed and timely forwarded to LEA as required by this Contract.

CONTRACTOR's failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract by LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with State of California and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the

student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and California Education Code section 56345(b)(4).)

If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Contract, the Parent, CONTRACTOR, or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA Procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Contract.

It is understood that CONTRACTOR shall utilize the LEA approved electronic IEP system for all IEP planning and progress reporting at LEA's discretion. LEA may provide training for any CONTRACTOR to ensure access to the approved system. CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a LEA student disensely from the NPS/A, the CONTRACTOR shall discontinue use of the approved system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made on the basis of revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA student is entitled to remain in the last agreed upon and implemented placement unless Parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415(k)(4) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's Parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections 1414-1482 and 34 C.F.R. sections 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation includes CONTRACTOR's staff being made available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other State and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/ISA.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to Parent complaints. These procedures shall include annually notifying and providing Parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8(a), (d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to Parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's Parent quarterly.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, transition plans, and behavior intervention plans, including but not limited to log sheets, chart notes, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. LEA may request such data at any time within five (5) years of the date of service. CONTRACTOR shall maintain such information for at least five (5) years and shall provide this data supporting progress to LEA within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days prior to the student's IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by State and federal laws and regulations and pursuant to LEA Procedures, and/or LEA practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team at least five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation, such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting, and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to LEA students as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge a LEA student's Parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the student's record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive, and submit such transcripts on LEA-approved forms to the LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA, the names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Contract.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify Parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to Parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA in writing of the LEA student's change of residence as specified in LEA Procedures.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence and CONTRACTOR fails to follow the procedures specified in this section, LEA shall not be responsible for the costs of services delivered following the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone and electronically (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a Parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that Parents obtain prior written authorization for therapeutic visits from CONTRACTOR and LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all Parent travel and

accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

CONTRACTOR providing services in a LEA student's home as specified in the IEP shall ensure that at least one Parent of the child, or an adult caregiver with the Parent's written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the Parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. CONTACTOR shall ensure that the Parent informs the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with CONTRACTOR.

CONTRACTOR shall notify LEA in writing immediately (within 24 hours) of all problems and/or concerns reported to Parents, both verbal and written.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines and LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and Parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the LEA student's Parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

43. MONITORING

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student attending and with which it maintains a master

contract. The monitoring visit shall include, but is not limited to, a review of services provided to the student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress held by CONTRACTOR. LEA's access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR and LEA shall be invited to participate in the review of each LEA student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using LEA's Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) Superintendent shall conduct an onsite review in year two; and (3) Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant State and federal regulations, and Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment to LEA and CDE. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will or are likely to interact with LEA students shall obtain clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and

subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, it's state's DOJ, and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the CONTRACTOR. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code §56366.1(a)(5)) CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a LEA student shall be certified or licensed by that state where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.).

VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS 46.

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall comply with the requirements of Section 44 (Clearance Requirements) and provide LEA with verified dates of Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes

occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Contract.

CONTRACTOR'S failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or and shall be good cause for termination of this Contract by LEA.

CONTRACTOR shall identify to LEA any employee (or CONTRACTOR, if CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the employee and LEA the actual amounts paid to the individual for services rendered under this Contract, with LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation, including but not limited to Education Code section 22461.

47. STAFF ABSENCE

When CONTRACTOR is a NPS and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a LEA student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 et seq., as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher is responsible for the instructional program, and all NPA service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause for LEA to terminate this Contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one Parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the Parent shall be provided to LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to Parents, in either verbal or written form, shall also be immediately (within 24 hours) reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code section 121545(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a LEA student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 et seq. and Cal/OSHA's Blood-Borne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

See also the Health and Safety Addendum to Master Contract 2023-2024 in Exhibit C.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, State, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by LEA.

In signing this Contract, CONTRACTOR certifies that its facilities either comply with federal and State of California and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a LEA student who is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's Parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's Parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and Parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to and as specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the LEA's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify LEA's Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and State law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 et seq. A written statement acknowledging the legal

requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the NPS/A has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA Procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments to CONTRACTOR by LEA shall be made in accordance with the terms and conditions of this Contract and in compliance with LEA Procedures, and governed by all applicable federal and State of California laws.

If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided.

In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

Such an invoice is subject to all conditions of this Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable LEA student for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding

payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the LEA's Authorized Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Pursuant to the provisions of Education Code section 56366(c)(2), the LEA or CONTRACTOR may appeal to the Sacramento County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract to negotiate the contract. Within thirty (30) days of receipt of this appeal, the Sacramento County Superintendent of Schools or a designee, shall mediate the formulation of a contract, which shall be binding on both parties. Alternatively, the parties may agree to retain the services of a mutually agreed upon mediator to negotiate the contract. Both parties agree to pay for their own costs and expenses arising out of any such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL (NPS) STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision

of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in a LEA student's IEP.

NONPUBLIC SCHOOL (NPS) STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10th) cumulative day of a LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY (NPA) STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY (NPA) STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR's NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- c. If both LEA and CONTRACTOR are closed during an emergency for the reasons set forth in Education Code section 41422, on days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student's ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement

for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S NPS closure.

- d. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled students CONTRACTOR shall ensure its students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate.
- e. In the event of CONTRACTOR'S closure during an emergency, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.

When the emergency school closure is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract.

CONTRACTOR shall provide access to LEA to all records including, but not limited to those documents identified in Section 9 of this Contract. CONTRACTOR shall also make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall provide all records to LEA within five (5) working days of a written request. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format. Such access shall also include unannounced inspections by LEA.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full

instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and federal law, and the codes and charges for such educational and/or related services during the term of this Contract, shall be as stated in Exhibit A.

When CONTRACTOR is a NPS associated with a RTC ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature. Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and
- (b) CONTRACTOR and any of its shareholders, partners, or executive officers have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, any state or local government contract or subcontract; violation of federal or any state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the _____1st__ day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

New Directions Solutions, LLC dba ProCare Therapy	LEA
Dakota Long Dakota Long Managing Director July 27, 2023 10:43 UTC	Galt Joint Union Elementary School District
IP: 38.142.164.10	By: Signature Date By: Kuljeet Nijjar, Director of Educational Services Name and Title of Authorized Representative
Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Nuria Mendez Account Manger	Kuljeet Nijjar, Director of Educational Services
Name and Title VocoVision, LLC dba Blazerworks Nonpublic School/Agency/Related Service Provider 5550 Peachtree Pkwy, Suite 500	Name and Title Galt Joint Union Elementary School District LEA 1018 C Street, Suite 210
Address	Address
Peachtree Corners GA 30092	Galt California 95632
City State Zip 770-557-3225	City State Zip 209-744-4545 x.303 209-744-4554
Phone Fax nuria.mendez@blazerworks.com	Phone Fax knijjar@galt.k12.ca.us
Email*(*Required)	Email

Stephanie G	(Required if Co Sutierrez, Prog	mpleted) gram Specialist
Name and Title Galt Joint U		tary School District
LEA 1018 C Stre	et, Suite 210	*
Address Galt	California	
209-744-454	ity 5 x.339 Zip	State 209-744-4554
Phone sgutierrez Email	Fa @galt k12 ca	

Additional LEA Notification

EXHIBIT A: 2023-2024 RATES

4.1	RATE SCHEDULE FOR CONTRACT YEAR		
The COI	NTRACTOR:NTRACTOR CDS NUMBER:		
	CODE 56366 - TEACHER-TO-PUPIL RATIO:		
Maximu	m Contract Amount:		
Education	on service(s) offered by the CONTRACTOR and the charg	es for such service(s) during the	ne term of this contract shall be as follows:
1)	Daily Basic Education Rate:		
2)	Inclusive Education Program (Includes Educational Counseling (not ed related ment- Planning, and Occupational Therapy as specified on the	al health) services, Speech & student's IEP.) DAILY RATE:	Language services, Behavior Intervention
3)	Related Services		
SERVIC	<u>E</u>	RATE	PERIOD
Intensive	e Individual Services (340)	-	*
Languag	e and Speech (415)	-	
Adapted	Physical Education (425)		
Health a	nd Nursing: Specialized Physical Health Care (435)	-	-
Health a	nd Nursing; Other Services (436)	-	
Assistive	Technology Services (445)		
Occupat	ional Therapy (450)		
Physical	Therapy (460)		
Individua	al Counseling (510)	-	
Counsel	ing and Guidance (515)		
Parent C	Counseling (520)		
Social W	fork Services (525)		
Psychological	ogical Services (530)		
Behavio	Intervention Services (535)		
Specializ	red Services for Low Incidence Disabilities (610)	w.	
Specializ	zed Deaf and Hard of Hearing (710)		
Interpret	er Services (715)	-	
Audiolog	ical Services (720)		

Intervention

Specialized Vision Services (725)		-
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)	-	19-190
Transcription Services (755)	÷: 3 - 181: - 231 1	***
Recreation Services, Including Therapeutic (760)		2 7/4
College Awareness (820)		
Work Experience Education (850)	() () () () () () () () () ()	
Job Coaching (855)		
Mentoring (860)	-	
Travel Training (870)		
Other Transition Services (890)		-
Transportation	-	
Other (900)		

EXHIBIT B: 2023-2024 ISA

Parent Counseling (520)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES (Education Code Sections 56365 et seq.)

This agreement is effective on <u>July 1, 2023</u> or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Loc	al Education Agency		_		lonpublic School				
LEA Case Manager: Name				Phone Number			20.5		
Puj	oil Name(Last)			/P!D		Sex: 🗆 N	/I□F	Grade:	
Address				(First) Ci	ty	(M.1.)	State/Zip		
	B Residential Settling:								
Par	ent/Guardian			- 1110110 ((Residence)		(Busine	ess)	
Ado	fress(If different from stude	ent)		Ci	y		_ State/Zip_		
	REEMENT TERMS: Nonpublic School: The average number	r of minutes			-		during the ext	ular school year ended school year ular school year	
2.	Nonpublic School: The number of school	ol days in th	e calendar	of the school ye				inded school year	
3,	Educational services as specified in the A. INCLUSIVE AND/OR BASIC EDI Estimated Number of Days B. RELATED SERVICES:	UCATION P	ROGRAM	RATE: (Applies	to nonpublic schools onl	y): Daily Ra	ate:		
	B, RELATED SERVICES.		Provid	er					
	SERVICE	LEA	NPS	OTHER Specify	# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period	
	Intensive Individual Services (340)								
	Language/Speech Therapy (415) a. Individual b. Group								
	Adapted Physical Ed. (425)								
	Health and Nursing: Specialized Physical Health Care (435)								
	Health and Nursing Services: Other (436)								
	Assistive Technology Services (445)								
	Occupational Therapy (450)						114		
	Physical Therapy (460)								
	Individual Counseling (510)								
	Counseling and guidance (515).				4				

	Provider			Cook	Marinum	Estimated Maximum	
SERVICE	LEA	NP\$	OTHER Specify	# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Total Cost for Contracted Period
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)				8			
Specialized Deaf and Hard of Hearing Services (710)				444			
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							,,,,
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)			100				
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J					7.77		
Other (900)					7		
Transportation-Emergency b. Transportation-Parent							
Bus Passes							4-
Other							

Other Provisions/Attachments:	
5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON	
6. Progress Reporting Quarterly Monthly Requirements:	Other (Specify)
he parties hereto have executed this Individual Services Agreement by an	nd through their duly authorized agents or representatives as set forth
-CONTRACTOR-	-LEA/SELPA-
Name of Nonpublic School/Agency)	(Name of LEA/SELPA)
Signature) (Date)	(Signature) (Date)
Name and Title)	(Name of Superintendent or Authorized Designee)



CONSENT CALENDAR

Disposal of Surplus Property

g. Disposal of Surplus Property – Cafeteria Tables

Surplus property is considered disposable if it becomes unsatisfactory or not suitable for use. Surplus property may be donated or sold. There shall be no sale until notice has been given by posting in at least three public places in the district for not less than two weeks, or by publication for at least once a week for a period of not less than two weeks in a newspaper published in the district and having a general circulation there.

- Fairsite Elementary 3
- River Oaks Elementary 4
- Valley Oaks Elementary 5
- Marengo Ranch Elementary 3
- Lake Canyon Elementary 5
- McCaffrey Middle School 6

GALT JOINT UNION SCHOOL DISTRICT INVENTORY DISPOSITION

This form is to be filled out when any item on school inventory is being disposed. Please attach the <u>inventory sticker</u> to the form if you are removing the equipment at the site, OR send the form in <u>with</u> the equipment that you have delivered to the District Office for removal. Please be sure it is filled out completely except for cost and date acquired. The Principal must sign the form before sending to the District Office. If the equipment was stolen, a police report should be attached also. Thank you.

FS - VO - LC - MMS - MRE - RO	4/25/24
School	Date

Inventory			Lost or	Date	Original
Number	Description	Reason for Disposition	Stolen?	Purchased (District Office)	Cost (District Office)
N/A	Rectangular Café Table	End of Life		1999 or older	(=
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	

Disposition Approved:	Any items which are lost or stolen will require School Board approval.
Principal Signature	
District Superintendent	Date of Board Action Revised 10-03-00

GALT JOINT UNION SCHOOL DISTRICT INVENTORY DISPOSITION

This form is to be filled out when any item on school inventory is being disposed. Please attach the <u>inventory sticker</u> to the form if you are removing the equipment at the site, OR send the form in <u>with</u> the equipment that you have delivered to the District Office for removal. Please be sure it is filled out completely except for cost and date acquired. The Principal must sign the form before sending to the District Office. If the equipment was stolen, a police report should be attached also. Thank you.

FS - VO - LC - MMS - MRE - RO	4/25/24
School	Date

Inventory			Lost or	Date	Original
Number	Description	Reason for Disposition	Stolen?	Purchased (District Office)	Cost (District Office)
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	
N/A	Rectangular Café Table	End of Life		1999 or older	

Disposition Approved:	Any items which are lost or stolen will require School Board approval.
Principal Signature	
District Superintendent	Date of Board Action

Revised 10-03-00



CONSENT CALENDAR

Disposal of Surplus Property

h. Disposal of Surplus Property – John Deere Tractor Mowers

Surplus property is considered disposable if it becomes unsatisfactory or not suitable for use. Surplus property may be donated or sold. There shall be no sale until notice has been given by posting in at least three public places in the district for not less than two weeks, or by publication for at least once a week for a period of not less than two weeks in a newspaper published in the district and having a general circulation there.

- '15 John Deere Z930M Ride On Tractor Mower
- '04 John Deere 757 ZTRK 50" Ride On Tractor Mower



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:	May 15, 2024	Agenda Item: 232.499 Consent Calendar (continued)- Items Removed For Later Consideration
Presenter:	Lois Yount	Action Item: XX Information Item:
The Board w calendar.	rill have the opportunity to address a	any items that are moved from the consent

Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA95632 209-744 4545 * 209-744-4553 fax

Board Meeting Agenda Item Information

Meeting Date:	May 15, 2024	Agenda Item: 232.500 Board Consideration of Approval of Hancock Park & DeLong School Facility Consulting Proposal for School Facilities Grant and Consulting Services
Presenter:	Lois Yount	Action Item: XX Information Item:

Since 2018, the District has partnered with Williams & Associates, LLC for school facility grant services. With support from these professional services, the District has received \$10,783,546 in reimbursement funds through the State School Facility Program over the last four years. In addition, the District has another application that is on the "Acknowledged List" for \$1,500,000. This application could be funded with the sale of future State facility bonds.

Williams & Associates, LLC will no longer provide professional services to school districts. However, the district still needs these services for State reporting and auditing purposes and to submit future applications through the Office of Public School Construction Services. Therefore, the district recommends a partnership with Hancock Park & DeLong Inc. They have the background and experience needed to continue our work to meet State auditing requirements and submit future applications for additional State facility funding.

Attachments:

- Proposal for Services
- Consulting Agreement

Board approval is recommended.



SCHOOL FACILITIES GRANT AND CONSULTING SERVICES PROPOSAL

PERFORMIN C

GALT JOINT UNION ELEMENTARY
SCHOOL DISTRICT

for the

1722 J St, Suite 224 Sacramento, CA 95811

Phone: 916.832.1047

www.hpdschools.com

April 2024



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BACKGROUND & EXPERIENCE

Hancock Park & DeLong, Inc. (HP&D) is a small, boutique firm focused solely on helping California school districts and other clients engaged in school facilities understand and access state, federal, and other funding programs. We have no other services or commitments—largely because we believe it is critical for the benefit and fiduciary responsibility of public school districts to keep the services of construction management, architectural design, and/or other financial decisions independent from state eligibility and funding assistance to ensure there aren't any conflicts of interest. The owners of HP&D (Mr. Hancock and Ms. Park have retired) and the rest of the team bring a combined 101 years of service in both the public and private-sector in the school facility funding arena. And because HP&D is a small firm, clients will work directly with the owners and associates of the firm.

Our record of success on behalf of our clients is clear as we have garnered approval for \$1.5 billion in school facility grant funding and avoided the return of millions of state grant funding through successful negotiations with the Office of Public School Construction and formal appeals to the State Allocation Board:

- ◆ Over \$1 billion in New Construction, Modernization and Seismic Mitigation Program Funding
- ◆ Over \$380 million of the total of \$800 million available statewide for the Emergency Repair Program
- → Over \$50 million in Charter School Facilities Program grants
- ♦ \$57 million in Overcrowding Relief Grants
- ♦ \$50 million in Preschool/TK/Full-Day K Facilities Program, Career Technical Education Facility Program, and Joint-Use Grants
- ◆ Over \$6.0 million in California Energy Commission CalSHAPE Ventilation Program grants

HP&D has successfully assisted clients across the state in maximizing school facility funding working not only as private consultants, but also through demonstrated and lengthy public sector employment. In a nutshell, with decades of experience as civil servants working for the Office of Public School Construction and State Allocation Board, the HP&D team were all significantly involved at the executive, policy and regulatory level in creating and administering the current state facility funding programs. Members of our firm literally wrote and / or directed the writing of the majority of the regulations in effect today. We also have been directly responsible and instrumental in assisting districts in obtaining billions of dollars in school facility funding in the last 30 years as public sector employees. This background is unmatched. Our experience in the public sector gives us unique insight into the rules and regulations that drive a district's financing opportunities, thereby maximizing them to their fullest.

Our firm has been in business since 2006 and has had no litigation nor has litigation been threatened.



PROJECT TEAM

Christopher L. DeLong brings 28 years of school facility program experience with eleven years of public sector experience at the Office of Public School Construction (OPSC) where he served in various capacities as he rose to management levels. Beginning his career with OPSC as a Project Manager, he soon was promoted to Project Management Supervisor for the Los Angeles, Riverside, Orange, San Bernardino, and San Diego counties where he was instrumental in assisting the districts with maximizing eligibility and garnering funds for the construction and modernization of school facilities.

Mr. DeLong's extensive knowledge of the state school building programs and ability to problem solve to the benefit of his school district clients earned him a position on the OPSC Senior Management Team as the Policy Manager. This important and influential position involved the management and development of official OPSC / State Allocation Board (SAB) positions on all proposed legislation that affected the various school facility programs administered by the SAB. In this capacity, he also provided technical expertise to legislative committee staff on the state school facility funding programs.

Mr. DeLong became known to the wider school construction community through his extensive participation on the SAB Implementation Committee where he directed and participated in the development and presentation of significant state policies and regulations on many diverse facilities programs such as the Overcrowding Relief Grants, Charter School Facilities, Career Technical Education Facilities, Seismic Mitigation, Emergency Repair, and Federal Renovation Programs.

In addition, Mr. DeLong was responsible for orchestrating the development of appeals and the crafting of special reports on public policy issues that were presented to the SAB.

Since his tenure at Hancock Park & DeLong, Inc., Mr. DeLong has garnered approval for over \$700 million in various School Facility Program funds and over \$350 million in Emergency Repair Program approvals for our clients working closely with the California Department of Education, Department of Toxic Substances Control, Division of the State Architect, OPSC/SAB, and other state agencies.

Mr. DeLong earned a Bachelor's of Science degree in Environmental Design with an emphasis in architecture from the University of California, Davis. During his studies and after graduation, he worked in the design field for UC Davis before joining the government sector.



PROJECT TEAM (cont.)



Jessica Love has 17 years of school facilities experience, 7 years at HP& D and 10 years experience working as both a project manager and program analyst at the Office of Public School Construction (OPSC) where she regularly worked with client school districts to establish, adjust, and review eligibility and requests for funding in the various School Facility Programs. In addition, Ms. Love most recently worked with the Policy and Specials Team of the OPSC where she reviewed and processed facility hardship and appeal requests to the State Allocation Board.

Ms. Love also has an extensive background in the implementation of legislation and administrative regulations as she assisted in the development of the Critically Overcrowded Schools Program that was created as a result of the passage of Proposition 47 in 2002.

Ms. Love holds a Bachelor's of Science degree in Managerial Economics from the University of California at Davis.



Kelly Long has 7 years of school facilities experience at HP&D and 16 years of public service experience with the State of California in a broad range of grant programs, regulatory issues, and procurement. Most notably, Kelly has over five years of experience working at the OPSC where, as a School Facility Program Analyst, Kelly assisted large and small school districts across the State with eligibility determinations and funding requests for modernization and new construction. Kelly was a key participant in the development and administration of the Career Technical Education Facilities Program and routinely presented proposals to the State Allocation Board Implementation Committee. Kelly also approved requests for site acquisition, analyzed

legislation, reviewed facility hardship applications, and drafted appeals to the State Allocation Board.

Mr. Long holds a Bachelor's of Science degree in Anthropology and a minor in Geography from the University of Utah.



PROJECT TEAM (cont.)



Barbara Kampmeinert worked for the Office of Public School Construction (OPSC) for 20 years including serving as the Deputy Executive Officer from December 2014 through June 2023. As Deputy Executive Officer, Barbara assisted the Executive Officer in the day to day operations of OPSC, and was chief adviser on all policy, fiscal, and administrative matters.

Prior to her role as Deputy Executive Officer she served as Chief of Administrative Services, Policy Manager, and supervisor for multiple units including Legislation, Policy, and Program Services. Barbara started her OPSC career as a Project Manager working with school districts of all sizes

throughout the various regions of the state, addressing the eligibility and funding needs of remote rural districts, large urban districts, and everything in between. She has also directly worked with, supervised, or managed all funding rounds for the Charter School Facilities Program since Proposition 55 in 2005. Her experience in the many areas and levels of OPSC gives her a deep understanding of the technical and policy aspects of State Allocation Board, the School Facility Program, the California Preschool, Transitional Kindergarten, and Full Day Kindergarten Facilities Grant Program, and all other State Allocation Board administered programs. She also was instrumental in implementing the Regional K-16 Education Collaboratives Grant Program in 2022.

Prior to her time at the Office of Public School Construction, Barbara served as a Research Analyst for a children's mental health and social services agency in Sacramento. She earned both her Bachelor's and Master's degrees in Sociology at California State University, Sacramento.



Regina Bills-Dacong has 18 years of school facilities experience, 6 of those as a project manager and program analyst at the Office of Public School Construction (OPSC), where she worked with school districts throughout the state to determine eligibility and process funding requests for various School Facility Programs. Regina also assisted with the development and implementation of new facilities programs and regulations, and presented proposals to the State Allocation Board Implementation Committee. Since leaving OPSC, Regina has served as a consultant to client school districts throughout the state to provide services in school planning and funding while working at architectural, engineering and planning firms.

In addition to her experience in school facilities, Regina has held analyst and management positions for the State of California in Human Resources and Administration.

Regina holds Bachelor's of Arts degrees in Business Administration and Psychology from Mount St. Mary's University.

SERVICES



Hancock Park & DeLong, Inc. (Consultant) can provide the following consulting services:

OFFICE OF PUBLIC SCHOOL CONSTRUCTION (OPSC) SERVICES / PROCESSES

A. NEW CONSTRUCTION ELIGIBILITY

Establish or Update New Construction Eligibility Baseline:

- Review and disaggregate District-provided enrollment and site data.
- Review District-provided or research dwelling unit (housing development) information, if necessary and applicable.
- Analyze / calculate eligibility under a Districtwide basis, or High School Attendance Area Basis if it is believed that it would be more advantageous to file under this method.
- Provide 5 year and 10 year projections as permitted under and pursuant to the regulations of the State Allocation Board.
- Include analysis / review of alternative projection methods including use of approved tentative and final maps in the District's boundaries and birth rates as permitted under the regulations of the State Allocation Board.
- Prepare eligibility application(s) and supporting documentation for filing with the Office of Public School Construction (OPSC).

B. MODERNIZATION ELIGIBILITY

Establish and/or Update Modernization Eligibility Baselines

- Gather baseline eligibility data submitted to the OPSC in prior years.
- Review District-provided school construction data such as DSA A#s, square footages, and room use information.
- Review and update site specific eligibility for all school sites where eligibility is found.
- Estimate state grant eligibility.

C. APPLICATIONS FOR STATE FUNDING

Prepare applications for state grant funding:

- Confer with District to identify facility needs, develop strategies for meeting the needs, and identify state funding sources where available.
- Coordinate with architect of record and/or cost estimating consultant for their preparation and completion
 of site development worksheet for new schools as required by OPSC or the access compliance and fire/life
 safety checklist for modernization projects.
- ◆ Complete application(s) for state grants for each project.





OFFICE OF PUBLIC SCHOOL CONSTRUCTION (OPSC) SERVICES / PROCESSES (cont.)

D. APPLICATIONS FOR FACILITY HARDSHIP FUNDING

Prepare applications for state grant funding:

- Confer with District to identify facilities with imminent health and/or safety needs.
- Coordinate and consult with District to ensure proper professional reports/assessments and governmental
 concurrences are completed to document and report the mitigation required on the health and/or
 safety issues.
- Coordinate with architect of record and/or cost estimating consultant for their preparation and completion
 of cost estimates, as required, to ensure mitigation costs are delineated to meet the requirements of the
 state.
- Prepare and complete a request for California Department of Education (CDE) plan approval for the Projects.
- Coordinate with and respond to CDE if any issues or questions arise.
- Prepare request for facility hardship funding including the cost benefit analysis, state forms, and application for funding.
- Meet with OPSC staff, if necessary, to justify the request and costs with the assistance of the Client, architect / engineer, and/or cost estimator, as needed.
- ◆ Coordinate with and respond to OPSC if any issues or questions arise during the review of an application.

E. APPLICATION FOR FINANCIAL HARDSHIP ASSISTANCE

Prepare requests for financial assistance for state match required

- Coordinate with District to compile financial statements as required.
- Coordinate submittal of application package and assist with questions raised by OPSC.

F. STATE REVIEWS & ACCOUNTABILITY

Applications for grant funding:

- Update site development worksheets, access compliance and fire/life safety checklists, costs for repair/ replacement of utilities to over 50-year-old buildings for unit costs in year OPSC processes application.
- Coordinate with and respond to OPSC if any issues or questions arise during the review of an application, commonly called 15-day and 4-day letters.

Prepare requests for release of grants

- Prepare requests to participate in Priorities in Funding Rounds, as necessary.
- Prepare requests for fund releases.

Completion of expenditure reports and other documents

- Review expenditure reports and worksheets as required for the reporting of project expenditures, including the Project Information Worksheet for new construction projects.
- Assist with financial and program compliance audits conducted by the OPSC or independent auditor, if requested by the District, including any formal responses necessary.





CALIFORNIA DEPARTMENT OF EDUCATION (CDE) SERVICES / PROCESSES

G. SITE AND PLAN APPROVALS

Prepare requests for site approval for any new schools or acreage added to existing sites:

- Attend site walk with CDE consultant, if needed
- Review site evaluations and reports on the condition of proposed sites conducted by third party professionals paid by the District.
- Review Department of Toxic Substances Control documents
- Prepare and complete required CDE documents to request approval of the site.
- Submit request for CDE's review and approval via CDEbox

Prepare requests for plan approval for new schools or modernized schools:

- Coordinate with architect of record to obtain necessary design development drawings for each project
- Review design development drawings and educational specifications prepared by others
- Prepare and complete required CDE documents to request approval of project plan(s)
- ♦ Submit request for CDE's review and approval via CDEbox
- Coordinate with and respond to CDE if any issues or questions arise

GOVERNMENTAL RELATIONS

H. STATE AGENCY UPDATES—Monitor, analyze and advise clients on the following:

- OPSC activities
- ♦ State Allocation Board (SAB) actions on programs, regulations, etc.
- ♦ SAB Implementation Committee actions and activities
- Proposed and approved school facility legislation

I. GOVERNING BOARD AND/OR CITIZENS OVERSIGHT COMMITTEE MEETINGS:

• Attend meetings to provide background, updates, and district-specific information on the various school facility programs including eligibility, funding, and program status.

CALIFORNIA ENERGY COMMISSION

J. Application for CalSHAPE Ventilation Program grants:

- Coordinate with engineer, contractor, architect of record and/or cost estimating consultant for their preparation and completion of the required contractor's estimate.
- Complete application(s) for state grants.
- Coordinate and respond to CEC if issues or questions arise during review of an application.



MAXIMIZING FUNDING:

OUR METHODOLOGY

Our process to maximize funding for our clients is unmatched in the industry given our detailed and inside knowledge of the rules and regulations that govern the School Facility Program among other funding sources. While not all-inclusive, our approach is as follows:

Step 1

We begin with the end in mind

We first seek to understand the ultimate goal of the district for its projects. For example, the most obvious is maximizing grant funding from other state and federal agencies. But other important considerations are having a complete understanding of the timing of the project in terms of planning, construction, cash flow, etc. to ensure that any grant funding isn't jeopardized by being unable to meet the grant objectives and rules.

Step 2

We seek to understand the project scope

It is equally important to understand the scope of the project. Simply knowing that, for example, ten classrooms need to be built is just not enough to ensure a district receives as much grant assistance as possible. It is just as important to know what exactly is planned for the project in terms of construction, why it is planned, who will be the beneficiaries, and what other agencies may participate in the cost or use of the project. These other considerations also drive or limit funding opportunities.

Step 3 We determine eligibility for the various grant programs and re-examine the past Upon understanding the project scope, we then determine the eligibility for each possible grant program. In many circumstances, eligibility can be determined many different ways that we don't overlook. With our analysis, we also don't assume that a district's eligibility for new construction or modernization funding was correctly completed in the past. We re-examine all eligibility to ensure no errors were made. By doing so, we have discovered errors by others that cost districts millions of dollars. Luckily, we have been successful in correcting those errors to the benefit of district's future projects.

Step 4

We create a funding and application plan, then apply for funding where and when able

Upon determination of the various grant options and eligibility, we then map out a plan of action to maximize funding including the development of not only a funding strategy, but also an application filing strategy as eligibility is sometimes garnered a year or several years later which can be capitalized on then. Structuring the application process is important to ensure grants can be realized in the future for the same project. In addition, the plan includes a determination if there are any prior completed projects to seek reimbursement, if able. This review includes a determination if the completed project was carried out in conformance with the major laws in effect at the time to ensure the district will have a successful audit. Seeking reimbursement of a completed project—"going after the low-hanging fruit"—many times enables a district to get in line for grants sooner than had the district waited to seek funding for a prospective project.



MAXIMIZING FUNDING:

OUR METHODOLOGY (cont.)

Step 5

We keep the lines of communication open through constant contact

Maximizing funding is not just a one-time task. Districts constantly refine projects and many times a simple renaming of a room during the design process can adversely affect funding. We commit to keeping the lines of communication open and prefer to have regularly scheduled meetings to ensure we are kept abreast of projects. In addition, since state grant funding is driven partly by the project that is approved by the California Department of Education (CDE), we prefer to complete the documents necessary to request CDE's approval of the project plans during the design development stage, if possible. This gives us yet another opportunity to provide input at the early stages of the design so that grant funding can be maximized and to ensure the design does not contain possible CDE Title 5 issues that may unnecessarily delay the submittal of an application for funding as CDE approval of the project is a prerequisite to the application for funding in many circumstances.

Step 6

We know it's not just about getting the money; we look to the future

After districts receive their grants, our assistance doesn't end there because you have to be able to keep the money as well. In order to retain the grants, it is very important to continue monitoring the project such as how the funds are used, meeting grant rules for disbursement of the cash, and to ensure proper reporting of expenses. Our firm can provide helpful summaries, reminders, and consultation all along the way should it be needed.

REFERENCES



Following are just a few of our longstanding clients that we welcome you to contact:

Alhambra USD	Keith Matsuo	1515 West Mission Road
74114111514 655	Director of Construction	Alhambra, CA 91803-1618
	Birector or construction	Phone: 626-643-6544
Monterey Peninsula	Ryan Altemeyer,	700 Pacific St
USD	Assoc. Superintendent of Business Services	Monterey, CA 93942
000	or PK Diffenbaugh	Phone: 831-645-1269
	Superintendent	831-645-1200
Yuba County Office of	Leslie Cena,	935 14th St
Education	Director of Special Education	Marysville, CA 95901
Laddation	or Aaron Thornsberry, CBO	Phone: 530-749-4856
Davis Joint USD	David Burke,	1919 Fifth St
54VI3 30IIIC 005	Executive Director of Capital Operations	Davis, CA 95616
	Executive Billedian or cupital operations	Phone: 530-757-5385
Palm Springs USD	Julie Arthur	980 E. Tahquitz Cyn Way,
	Executive Director of Facilities Planning	Palm Springs, CA 92262
		Phone: 760-416-6117
William S. Hart Union	Michael Otakva	21380 Centre Pointe Parkway
High SD	Director of Facilities, Planning & Constr.	Santa Clarita, CA 91350
	or Karen Bladen, Supervisor of Fac Acctng	Phone: 661-259-0033
Jurupa Unified	Trenton T. Hansen, Ph.D.	4850 Pedley Rd
	Superintendent	Jurupa Valley, CA 92509
	or Robin Griffin, Director of Facilities	Phone: 951-361-6571
	,	
San Juan USD	Frank Camarda,	6135 Sutter Ave
	Assistant Superintendent, Facilities and	Carmichael, CA 95608
	Transportation	Phone: 916-971-5741
Placer Union High SD	Peter Efstathiu, Assistant Superintendent	13000 New Airport Rd
J	Administrative Services	Auburn, CA 95603
		Phone: 530-886-4400
Lake Elsinore USD	James Judziewicz	545 Chaney St
	Assistant Superintendent, Facilities &	Lake Elsinore, CA 92530
	Operations	Phone: 951-253-7015
Lynwood USD	Gretchen Janson, Ed.D.	11321 Bullis Rd
,	Assistant Superintendent, Business Services	Lynwood, CA 90262
		Phone: 310-886-1600 ext. 8252

PROPOSED FEE



HOURLY FEE*= \$180 per hour

ADDITIONAL COSTS

Any direct travel, meals, and lodging costs, when such expenses are incurred at the request of the client, will be billed at direct cost without mark-up. There are no additional costs unless expressly requested.

^{*}Our fees can be reimbursed with the state grants received presuming there are sufficient funds to cover the costs of construction and soft costs. Small school districts with enrollment of 2,500 students or less can request and receive a supplemental "project assistance" grant in the application for construction funds to pay for our services.

FACILITIES CONSULTING AGREEMENT

This Agreement is entered into on May 16, 2024, by and between the Galt Joint Union Elementary School District ("Client") and Hancock Park & DeLong, Inc. ("Contractor") for special services pertaining to the School Facility Program (SFP) administered by the State Allocation Board and Office of Public School Construction.

RECITALS

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

WHEREAS, Client is in need of such special school facilities consulting services and advice, and;

WHEREAS, Contractor is specially trained, experienced, and competent to perform the special services required by the Client, and is willing and able to perform services desired by Client;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

- 1. <u>Term of Agreement</u>. This Agreement shall commence on May 16, 2024, and continue through June 30, 2025; following June 30, 2025, this Agreement shall be renewed automatically on an annual basis ("Term") until Client determines no further services are needed.
- 2. <u>Description of Services</u>. Contractor agrees to provide services to Client as identified in Exhibit A, "School Facilities Grant and Consulting Services Proposal," attached to this Agreement and incorporated by reference.

3. Compensation.

- a. The total compensation to Contractor for this Agreement shall be billed at \$180.00 per hour, not to exceed \$15,000 for each fiscal year. Services shall be billed on an hourly basis, in quarter of an hour increments, as documented each month. Services shall be invoiced and paid monthly and continuing each month thereafter during the Term of the Agreement. The invoice shall be paid no later than thirty days from the date of the invoice.
- b. Client also agrees to compensate Contractor for travel expenses associated with the performance of this Agreement, provided that such travel is requested and approved by Client.
- 4. <u>Termination</u>. At any time during the Term of the Agreement, either party may terminate this agreement, with or without cause, by giving written notice to the other party at least 30 days prior to the date of termination. In case of termination, Client shall be liable for all fees described under Section 3 above, including approved travel expenses and time spent on performance of services, up to the termination date.

- 5. <u>Modification</u>. This Agreement may be modified (including modification to the scope of work and/or compensation) by the parties through mutual written agreement.
- 6. Limitation on Liability; Indemnification.
 - a. IN NO EVENT SHALL CONTRACTOR'S LIABILITY TO CLIENT, FOR ANY REASON ARISING OUT OF THIS AGREEMENT, EXCEED THE AMOUNT OF THE COMPENSATION ACTUALLY RECEIVED BY CONTRACTOR UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
 - b. Each party shall defend, indemnify, and hold harmless the other party, and all of its agents, directors, officers, and employees from and against any and all claims, liabilities, losses, damages, judgments, costs, and expenses and threats thereof (collectively, "Claims") arising out of or in connection with this Agreement, except that a party need not defend, indemnify, and hold harmless the other party against Claims finally determined to have arisen solely from the other party's gross negligence or willful misconduct.
 - c. The Client shall be responsible for reviewing and verifying all data included in documents, forms, and reports prepared by the Contractor on behalf of the Client. The Client shall be responsible for meeting any certification requirements and shall be responsible for consulting legal counsel as related to the preparation and submittal of documents, forms and reports. The undersigned also understands that the Contractor cannot control the processes of the applicable Local, State, or Federal agencies in reviewing and approving any Client application or appeal request. The Contractor will use its best efforts to assist the Client with all agencies but cannot guarantee favorable results.
- 7. <u>Notices to the Parties</u>. All notices required or permitted under this Agreement shall be in writing and delivered by reliable and common methods as follows:

To Hancock Park & DeLong, Inc.: To Galt Joint Union Elementary School District:

Christopher DeLong Lois Yount
President Superintendent

1722 J Street, Suite 224 1018 C Street, Suite 210

 Sacramento, California 95811
 Galt, CA 95632

 (916) 832-1047
 (209) 744-4545 x.308

 chris@hpdschools.com
 lyount@galt.k12.ca.us

- 8. <u>Independent Contractor</u>. The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association, or any other relationship except that of independent contractor.
- 9. <u>Waiver</u>. No failure to exercise and no delay in exercising any right, remedy, or power, under this Agreement or by law, shall operate as a waiver of such right, remedy, or power.
- 10. <u>Legal Costs</u>. If any party to this Agreement shall take any action or proceeding to enforce this Agreement, the losing party shall pay to the prevailing party a reasonable sum for all fees, costs, and expenses (including attorneys' fees) incurred in bringing such suit and/or enforcing any judgment granted.

Galt Joint Union Elementary School District Facilities Consulting Agreement Page 3 of 3

- 11. <u>Governing Law</u>. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California.
- 12. <u>Entire Agreement</u>. The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. No change or waiver of any provision of this Agreement shall be valid unless made in writing and executed in the same manner as this Agreement.
- 13. <u>Severability</u>. If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

This Agreement is duly executed as of the date written above:

Christopher DeLong Lois Yount
President Superintendent
Hancock Park & DeLong, Inc. Galt Joint Union Elementary School District

Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA95632 209-744 4545 * 209-744-4553 fax

Board Meeting Agenda Item Information

Meeting Date:	May 15, 2024	Agenda Item: 232.501 Board Consideration of Approval of School Facilities Program Close-out Performance Audit for Valley Oaks Elementary School
Presenter:	Lois Yount	Action Item: XX Information Item:

In the last four years, the District has received over \$10 million in State School Facility Program Funding. Under Education Code 41024, an independent annual financial audit of School Facilities Program funds is mandated, aligning with the Leroy F. Greene School Facilities Act of 1998 and related regulations. This includes adherence to grant agreements and the 2022-23 Guide for Annual Audits of K-12 Local Education Agency and State Compliance Reporting.

Christy White Associates has completed the Close-Out Performance Audit for Valley Oaks Elementary School Project No. 57/67348-00-002. No findings or recommendations were identified in the Close-Out Performance Audit.

Board approval is recommended.

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT SCHOOL FACILITIES PROGRAM CLOSE-OUT PERFORMANCE AUDIT

VALLEY OAKS ELEMENTARY SCHOOL PROJECT No. 57/67348-00-002

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT VALLEY OAKS ELEMENTARY SCHOOL TABLE OF CONTENTS PROJECT NO. 57/67348-00-002

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INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

Governing Board Galt Joint Union Elementary School District Galt. California

We were engaged to conduct a close-out performance audit of the Galt Joint Union Elementary School District's (the District) School Facilities Program Project No. 57/67348-00-002.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the performance requirements as referred to in Education Code Section 41024 for a Local Education Agency (LEA) agency that receives any funds, commencing April 1, 2017, pursuant to the Leroy F. Greene School Facilities Act of 1998 (Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code) and the 2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting - Appendix B, issued by the California Education Audit Appeals Panel. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Education Code Section 41024 for an LEA agency that receives any funds, commencing April 1, 2017, pursuant to the Leroy F. Greene School Facilities Act of 1998 (Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code) and the 2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting - Appendix B, issued by the California Education Audit Appeals Panel, but not for the purpose of expressing an opinion of the effectiveness of the District's internal controls. Accordingly, we do not express an opinion on the effectiveness of the District's internal controls. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The results of our tests indicated that the District expended School Facilities Program funds in accordance with Education Code Section 41024 for an LEA agency that receives any funds, commencing April 1, 2017, pursuant to the Leroy F. Greene School Facilities Act of 1998 (Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code) and the 2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting - Appendix B, issued by the California Education Audit Appeals Panel.

This report is intended solely for the information and use of the District and is not intended to be and should not be used by anyone other than this specified party.

San Diego, California February 29, 2024

hristy White, Inc.

348 Olive Street San Diego, CA 92103

0: 619-270-8222 F: 619-260-9085 christywhite.com

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT VALLEY OAKS ELEMENTARY SCHOOL OBJECTIVES, SCOPE, AND METHODOLOGY PROJECT NO. 57/67348-00-002

On November 8, 2016, California voters approved Proposition 51, the California Public School Facility Bonds Initiative, which authorizes \$9 billion in general obligation bonds to fund construction and improvement of K-12 and community college facilities. The measure designates \$7 billion for K-12 projects falling under four types of projects (new construction, modernization, career technical education facilities, and charter school facilities), and \$2 billion for any facility project for community colleges.

AUDIT OBJECTIVE

Determine whether funds identified by the District on its detailed list of expenditures have been expended in accordance with the requirements of the Leroy F. Greene School Facilities Act of 1998 associated regulations, grant agreements and the 2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting – Appendix B.

AUDIT SCOPE

Our performance audit will be carried out in accordance with standards generally accepted in the United States of America and *Government Auditing Standards*. The scope of our performance audit includes all expenditures reported on the final form SAB 50-06 and Detailed Listing of Project Expenditures.

AUDIT METHODOLOGY

We obtained the Detailed Listing of Project Expenditures (DLOPE) for the close-out audit and the District's corresponding general ledger for the Non-Financial Hardship Project Number 57/67348-00-002. We performed the following procedures:

- Verify the District has maintained over the course of the project a general ledger that reflects expenditures at a project-specific level that includes fund, resource, project year, goal, function, and object codes for all expenditures for the project. Verify the final DLOPE grand total for the project reconciles back to the District's general ledger grand total for the project.
- Verify any statutorily required District matching funds have been deposited in the County School Facility Fund or expended by the District from the matching funding source prior to the "Notice of Completion" by inspecting the SAB's project approval document for the applicable project and supporting accounting records provided by the District.
- Determine whether expenditures have been expended in accordance with the laws and regulations governing
 the SFP and were made within an eligible time frame by selecting a representative sample of project
 expenditures reported on the final form SAB 50-06 and DLOPE in order to agree and trace expenditures to
 supporting documentation.
- For construction contracts sampled, including change order amounts, inspect documentation substantiating compliance with provisions of the Public Contract Code concerning competitive bidding.
- Inspect supporting documentation for any transfers of SFP funds out of Fund 35 (School Facility Fund) to other LEA funds and determine if they are allowable.

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT VALLEY OAKS ELEMENTARY SCHOOL OBJECTIVES, SCOPE, AND METHODOLOGY, continued PROJECT NO. 57/67348-00-002

AUDIT METHODOLOGY (continued)

- Agree and trace any interest reported on the final Form SAB 50-06 to amounts recorded in the general ledger and other interest documentation.
- Verify the LEA has established and funded a "Restricted Maintenance Account" for the exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing major maintenance plan.

CONCLUSION

The results of our tests indicated that, in all significant respects, the Galt Joint Union Elementary School District has properly accounted for the expenditures related to Non-Financial Hardship Project No. 57/67348-00-002 and that such expenditures were made for authorized purposes.

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT VALLEY OAKS ELEMENTARY SCHOOL HARD CONSTRUCTION COST RATIO PROJECT NO. 57/67348-00-002

	Alleria	Amount	Percentage
Total Project Costs (State Share and Required District Contribution)	\$	6,625,965.00	100.00%
60% of Total Project Costs	\$	3,975,579.00	60.00%
Reported Hard Costs & Percentage	\$	4,077,394.96	61.54%
Audited Hard Costs & Percentage	\$	4,077,394.96	61.54%
Difference	\$	-	0.00%

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT VALLEY OAKS ELEMENTARY SCHOOL RESTRICTED MAINTENANCE ACCOUNT CONTRIBUTION PROJECT NO. 57/67348-00-002

	Year 1
Fiscal Year Required Deposit	2022-23
Is District a Small School District?	No
Warrant Release Date	11/15/2022
% Deposit Requirement	3.00%
Met RMA Requirement?	Yes

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT VALLEY OAKS ELEMENTARY SCHOOL SCHEDULE OF SCHOOL FACILITY PROGRAM SUMMARY OF FINAL PROJECT FUNDING PROJECT NO. 57/67348-00-002

	SCHEDULE OF SCHOOL FACILITY PROGRAM (SFP) (For Non-Financial Hardship Closeout Audits an			
	District: GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT			
	Project Number: 57/67348-00-002			
	School Name: VALLEY OAKS ELEMENTARY SCHOOL			
		Non- Hardship	Hardship	Dept.
A.	State Share: Grants Received (do not include site purchase, relocation assistance, hazardous waste removal, or DTSC grants in this figure)	\$ 3,975,579.00	\$ 0.00	
В.	Plus District Contribution	\$ 2,650,386.00	\$ 0.00	
C.	Plus Financial Hardship Apportionment	N/A	\$ 0.00	
D.	District Share (B + C = D)	\$ 2,650,386.00	\$ 0.00	
Ε.	Plus Audited Interest Earned on State Funds	\$ 0.00	\$ 0.00	
F.	Total Project Financing (A + D + E = F)	\$ 6,625,965.00	\$ 0.00	
G.	Reported Expenditures to Office of Public School Construction (do not include expenditures related to site purchase, relocation assistance, hazardous waste removal, or DTSC grants in this figure)	\$ 4,802,923.33	\$ 0.00	
Н.	Amount Overspent (if reported expenditures more than project financing) (G - F = H)	\$ 0.00	\$ 0.00	
	Amount of Audited Savings (if reported expenditures less than project financing) (F - G = I; also Audited Savings amount on SFP Project Savings Schedule)	\$ 1,823,041.67	\$ 0.00	OPSC
J.	Ineligible Expenditures – Audit Findings from SFP Summary of Audit Findings	\$ 0.00	\$ 0.00	CDE
K.	Financial Hardship Grant Adjustment - Expenditures Prior to Fund Release that exceeded District Contribution - Audit Finding from SFP Summary of Audit Findings	N/A	\$ 0.00	OPSC
L.	Site Grant Adjustments – from Schedule of Site Grant Adjustments Summary	\$ 0.00	\$ 0.00	OPSC
M.	Total Amount to be returned to the State (Non-Financial Hardship For Audit Findings and Site Grant Adjustments)(J + K + L= M)	\$ 0.00	N/A	
N.	Total Amount to be returned to the State - Financial Hardship District (I + J+K+L = N)	N/A	\$ 0.00	

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT VALLEY OAKS ELEMENTARY SCHOOL SCHEDULE OF SCHOOL FACILITY PROGRAM DETERMINATION OF PROJECT SAVINGS PROJECT NO. 57/67348-00-002

	District: GALT JOINT UNION ELEMENTA	RY SCHOOL DISTRIC		
	Project Number: 57/67348-00-002			
	School Name: VALLEY OAKS ELEMENTA	ARY SCHOOL		April 1
		Reported	Audited	Difference
A.	State Share: Grant Amount (do not include site acquisition, relocation assistance, hazardous waste removal, or DTSC grants in this figure)	\$ 3,975,579.00	\$ 3,975,579.00	\$ 0.00
В.	Plus District Contribution	\$ 2,650,386.00	\$ 2,650,386.00	\$ 0.00
C.	Plus Financial Hardship Apportionment	\$ 0.00	\$ 0.00	\$ 0.00
D.	District Share: (B + C)	\$ 2,650,386.00	\$ 2,650,386.00	\$ 0.00
E.	Plus Interest Earned on State Funds	\$ 0.00	\$ 0.00	\$ 0.00
F,	Amounts Financed (A+D+E=F)	\$ 6,625,965.00	\$ 6,625,965.00	\$ 0.00
G.	Reported Expenditures to Office of Public School Construction (do not include expenditures related to site acquisition, relocation assistance, hazardous waste removal, or DTSC grants in this figure):	\$ 4,802,923.33	\$ 4,802,923.33	\$ 0.00
H.	Amount Overspent (if reported expenditures more than amounts financed) (G-F=H)	\$ 0.00	\$ 0.00	\$ 0.00
l.	Amount of Savings (if reported expenditures less than amounts financed) (F-G=I)	\$ 1,823,041.67	\$ 1,823,041.67	\$ 0.00

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT VALLEY OAKS ELEMENTARY SCHOOL SCHEDULE OF SCHOOL FACILITY PROGRAM SITE GRANT ADJUSTMENTS SUMMARY PROJECT NO. 57/67348-00-002

The project did not receive a grant for site purchase, site relocation, site hazardous waste removal or department of toxic substance control costs.

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT VALLEY OAKS ELEMENTARY SCHOOL SCHEDULE OF SCHOOL FACILITY PROGRAM SUMMARY OF AUDIT FINDINGS AND VIEWS OF RESPONSIBLE OFFICIALS PROJECT NO. 57/67348-00-002

No findings reported.

Views of Responsible Officials

The District agrees with the results of the performance audit.



1018 C Street, Suite 210, Galt, CA95632 209-744 4545 * 209-744-4553 fax

Board Meeting Agenda Item Information

Meeting Date:	May 15, 2024	Agenda Item: 232.502 Board Consideration of Approval of School Facilities Program Close-out Performance Audit for River Oaks Elementary School
Presenter:	Lois Yount	Action Item: XX Information Item:

In the last four years, the District has received over \$10 million in State School Facility Program Funding. Under Education Code 41024, an independent annual financial audit of School Facilities Program funds is mandated, aligning with the Leroy F. Greene School Facilities Act of 1998 and related regulations. This includes adherence to grant agreements and the 2022-23 Guide for Annual Audits of K-12 Local Education Agency and State Compliance Reporting.

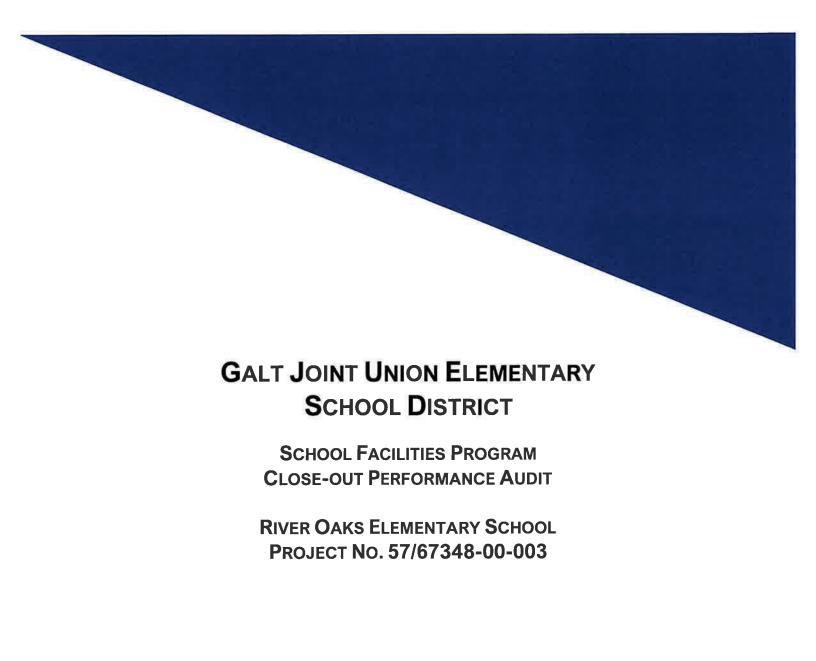
Christy White Associates has completed the Close-Out Performance Audit for River Oaks Elementary School Project No. 57/67348-00-003.

The audit noted a finding: The District inadvertently reported an expenditure in the wrong final project documentation. A payment of \$123,623 to S&B James Construction Management Company for the Marengo Ranch School Project was reported in the final project documentation for the River Oaks School Project.

The District submitted the River Oaks Elementary School Project to the Office of Public School Construction (OPSC) for a soft review and this error in reporting was not found.

Fiscal Impact: None at this time. The District is waiting on the State Controller's Office review team. If there is a fiscal impact, it would not be to the General Fund.

Board approval is recommended.



GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT RIVER OAKS ELEMENTARY SCHOOL TABLE OF CONTENTS PROJECT NO. 57/67348-00-003

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INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

Governing Board
Galt Joint Union Elementary School District
Galt, California

We were engaged to conduct a close-out performance audit of the Galt Joint Union Elementary School District's (the District) School Facilities Program Project No. 57/67348-00-003.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the performance requirements as referred to in Education Code Section 41024 for a Local Education Agency (LEA) agency that receives any funds, commencing April 1, 2017, pursuant to the Leroy F. Greene School Facilities Act of 1998 (Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code) and the 2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting – Appendix B, issued by the California Education Audit Appeals Panel. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Education Code Section 41024 for an LEA agency that receives any funds, commencing April 1, 2017, pursuant to the Leroy F. Greene School Facilities Act of 1998 (Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code) and the 2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting – Appendix B, issued by the California Education Audit Appeals Panel, but not for the purpose of expressing an opinion of the effectiveness of the District's internal controls. Accordingly, we do not express an opinion on the effectiveness of the District's internal controls. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The results of our tests indicated that the District expended School Facilities Program funds in accordance with Education Code Section 41024 for an LEA agency that receives any funds, commencing April 1, 2017, pursuant to the Leroy F. Greene School Facilities Act of 1998 (Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code) and the 2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting – Appendix B, issued by the California Education Audit Appeals Panel, with the exception of Finding #1 which is described in the accompanying Schedule of School Facility Program Summary of Audit Findings.

This report is intended solely for the information and use of the District and is not intended to be and should not be used by anyone other than this specified party.

San Diego, California February 29, 2024

histy White, Inc.

348 Olive Street San Diego, CA 92103 0: 619-270-8222 F: 619-260-9085 **christywhite.com**

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT RIVER OAKS ELEMENTARY SCHOOL OBJECTIVES, SCOPE, AND METHODOLOGY PROJECT NO. 57/67348-00-003

On November 8, 2016, California voters approved Proposition 51, the California Public School Facility Bonds Initiative, which authorizes \$9 billion in general obligation bonds to fund construction and improvement of K-12 and community college facilities. The measure designates \$7 billion for K-12 projects falling under four types of projects (new construction, modernization, career technical education facilities, and charter school facilities), and \$2 billion for any facility project for community colleges.

AUDIT OBJECTIVE

Determine whether funds identified by the District on its detailed list of expenditures have been expended in accordance with the requirements of the Leroy F. Greene School Facilities Act of 1998 associated regulations, grant agreements and the 2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting – Appendix B.

AUDIT SCOPE

Our performance audit will be carried out in accordance with standards generally accepted in the United States of America and *Government Auditing Standards*. The scope of our performance audit includes all expenditures reported on the final form SAB 50-06 and Detailed Listing of Project Expenditures.

AUDIT METHODOLOGY

We obtained the Detailed Listing of Project Expenditures (DLOPE) for the close-out audit and the District's corresponding general ledger for the Non-Financial Hardship Project Number 57/67348-00-003. We performed the following procedures:

- Verify the District has maintained over the course of the project a general ledger that reflects expenditures
 at a project-specific level that includes fund, resource, project year, goal, function, and object codes for all
 expenditures for the project. Verify the final DLOPE grand total for the project reconciles back to the District's
 general ledger grand total for the project.
- Verify any statutorily required District matching funds have been deposited in the County School Facility Fund
 or expended by the District from the matching funding source prior to the "Notice of Completion" by
 inspecting the SAB's project approval document for the applicable project and supporting accounting records
 provided by the District.
- Determine whether expenditures have been expended in accordance with the laws and regulations governing
 the SFP and were made within an eligible time frame by selecting a representative sample of project
 expenditures reported on the final form SAB 50-06 and DLOPE in order to agree and trace expenditures to
 supporting documentation.
- For construction contracts sampled, including change order amounts, inspect documentation substantiating compliance with provisions of the Public Contract Code concerning competitive bidding.
- Inspect supporting documentation for any transfers of SFP funds out of Fund 35 (School Facility Fund) to other LEA funds and determine if they are allowable.

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT RIVER OAKS ELEMENTARY SCHOOL OBJECTIVES, SCOPE, AND METHODOLOGY, continued PROJECT NO. 57/67348-00-003

AUDIT METHODOLOGY (continued)

- Agree and trace any interest reported on the final Form SAB 50-06 to amounts recorded in the general ledger and other interest documentation.
- Verify the LEA has established and funded a "Restricted Maintenance Account" for the exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing major maintenance plan.

CONCLUSION

The results of our tests indicated that, in all significant respects, the Galt Joint Union Elementary School District has properly accounted for the expenditures related to Non-Financial Hardship Project No. 57/67348-00-003 and that such expenditures were made for authorized purposes. However, we noted one exception (Finding #1) which is described in the accompanying Schedule of School Facility Program Summary of Audit Findings.

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT RIVER OAKS ELEMENTARY SCHOOL HARD CONSTRUCTION COST RATIO PROJECT NO. 57/67348-00-003

	Amount	Percentage
Total Project Costs (State Share and Required District Contribution)	\$ 2,928,440.00	100.00%
60% of Total Project Costs	\$ 1,757,064.00	60.00%
Reported Hard Costs & Percentage	\$ 2,294,253.96	78.34%
Audited Hard Costs & Percentage	\$ 2,170,630.96	74.12%
Difference	\$ 123,623	4.22%

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT RIVER OAKS ELEMENTARY SCHOOL RESTRICTED MAINTENANCE ACCOUNT CONTRIBUTION PROJECT NO. 57/67348-00-003

	Year 1
Fiscal Year Required Deposit	2022-23
Is District a Small School District?	No
Warrant Release Date	11/15/2022
% Deposit Requirement	3.00%
Met RMA Requirement?	Yes

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT RIVER OAKS ELEMENTARY SCHOOL SCHEDULE OF SCHOOL FACILITY PROGRAM SUMMARY OF FINAL PROJECT FUNDING PROJECT NO. 57/67348-00-003

	(For Non-Financial Hardship Closeout Audits an	d Financial Har	dship Closeout	t Audit)
	District: GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT			
	Project Number: 57/67348-00-003			
	School Name: RIVER OAKS ELEMENTARY SCHOOL			
		Non-Hardship	Hardship	Dept.
A.	State Share: Grants Received (do not include site purchase, relocation assistance, hazardous waste removal, or DTSC grants in this figure)	\$ 1,757,064.00	\$ 0.00	
B.	Plus District Contribution	\$ 1,171,376.00	\$ 0.00	
C.	Plus Financial Hardship Apportionment	N/A	\$ 0.00	
D.	District Share (B + C = D)	\$ 1,171,376.00	\$ 0.00	
Ē.	Plus Audited Interest Earned on State Funds	\$ 0.00	\$ 0.00	
F.	Total Project Financing (A + D + E = F)	\$ 2,928,440.00	\$ 0.00	
G.	Reported Expenditures to Office of Public School Construction (do not include expenditures related to site purchase, relocation assistance, hazardous waste removal, or DTSC grants in this figure)	\$ 3,908,774.61	\$ 0.00	
H.	Amount Overspent (if reported expenditures more than project financing) (G - F = H)	\$ 980,334.61	\$ 0.00	
	Amount of Audited Savings (if reported expenditures less than project financing) (F - G = I; also Audited Savings amount on SFP Project Savings Schedule)	\$ 0.00	\$ 0.00	OPSC
J.	Ineligible Expenditures – Audit Findings from SFP Summary of Audit Findings	\$ 123,623.00	\$ 0.00	CDE
Κ.	Financial Hardship Grant Adjustment - Expenditures Prior to Fund Release that exceeded District Contribution - Audit Finding from SFP Summary of Audit Findings	N/A	\$ 0.00	OPSC
-	Site Grant Adjustments – from Schedule of Site Grant Adjustments Summary	\$ 0.00	\$ 0.00	OPSC
VI.	Total Amount to be returned to the State (Non-Financial Hardship For Audit Findings and Site Grant Adjustments) (J + K + L= M)	\$ 123,623.00	N/A	
N.	Total Amount to be returned to the State - Financial Hardship District (I + J+K+L = N)	N/A	\$ 0.00	

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT RIVER OAKS ELEMENTARY SCHOOL SCHEDULE OF SCHOOL FACILITY PROGRAM DETERMINATION OF PROJECT SAVINGS PROJECT NO. 57/67348-00-003

	District: GALT JOINT UNION ELEMENTA	RY SCHOOL DISTRIC		
	Project Number: 57/67348-00-003			
	School Name: RIVER OAKS ELEMENTAR	Y SCHOOL		
		Reported	Audited	Difference
A.	State Share: Grant Amount (do not include site acquisition, relocation assistance, hazardous waste removal, or DTSC grants in this figure)	\$ 1,757,064.00	\$ 1,757,064.00	\$ 0.00
В.	Plus District Contribution	\$ 1,171,376.00	\$ 1,171,376.00	\$ 0.00
C.	Plus Financial Hardship Apportionment	\$ 0.00	\$ 0.00	\$ 0.00
D.	District Share: (B + C)	\$ 1,171,376.00	\$ 1,171,376.00	\$ 0.00
Ε.	Plus Interest Earned on State Funds	\$ 0.00	\$ 0.00	\$ 0.00
F.	Amounts Financed (A+D+E=F)	\$ 2,928,440.00	\$ 2,928,440.00	\$ 0.00
G.	Reported Expenditures to Office of Public School Construction (do not include expenditures related to site acquisition, relocation assistance, hazardous waste removal, or DTSC grants in this figure):	\$ 3,908,774.61	\$ 3,785,151.61	\$ 123,623.00
Н.	Amount Overspent (if reported expenditures more than amounts financed) (G-F=H)	\$ 980,334.61	\$ 856,711.61	\$ 123,623.00
	Amount of Savings (if reported expenditures less than amounts financed) (F-G=I)	\$ 0.00	\$ 0.00	\$ 0.00

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT RIVER OAKS ELEMENTARY SCHOOL SCHEDULE OF SCHOOL FACILITY PROGRAM SITE GRANT ADJUSTMENTS SUMMARY PROJECT NO. 57/67348-00-003

The project did not receive a grant for site purchase, site relocation, site hazardous waste removal or department of toxic substance control costs.

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
RIVER OAKS ELEMENTARY SCHOOL
SCHEDULE OF SCHOOL FACILITY PROGRAM SUMMARY OF AUDIT FINDINGS AND VIEWS OF
RESPONSIBLE OFFICIALS
PROJECT NO. 57/67348-00-003

District: GAL	_T JOINT UN	ION ELEMENTARY SCHOOL DISTRICT				
Project Num	Project Number: 57/67348-00-003					
School Nam	e: RIVER OA	AKS ELEMENTARY SCHOOL				
Section	Procedure	Objective	Finding/Outcome	Site Related Amount	All Other Ineligible Expenditures	
IIA	#3b	Determine if the type of project expenditures reported are eligible in accordance with the laws and regulations of the SFP and/or the Advisory Listings in the Grant Agreement (Section G & Section H).	The LEA included an expenditure related to a different SFP project in the final project DLOPE.	\$ -	\$ 123,623.00	
	-10		Total:	\$ -	\$ 123,623.00	

Finding #1 - Ineligible Project Expenditure

Finding: The LEA inadvertently reported an expenditure related to Project No. 58/67348-00-002 (Marengo Ranch) in the final project DLOPE for Project No. 57/67348-00-003 (River Oaks). The nature of the expenditure is a sublease payment, in the amount of \$123,623, paid to S & B James Construction Management Company.

Views of Responsible Officials: The District acknowledges the finding and commits to implementing additional internal control measures in the future. These measures aim to enhance increased accuracy of all our reporting.

1018 C Street, Suite 210, Galt, CA95632 209-744 4545 * 209-744-4553 fax

Board Meeting Agenda Item Information

Meeting Date:	May 15, 2024	Agenda Item: 232.503 Board Consideration of Approval of 19six Architects' Proposal for Professional Architectural and Engineering Services for New Classroom Building at Valley Oaks Elementary School
Presenter:	Lois Yount	Action Item: XX Information Item:

Portable classrooms 22-25 at Valley Oaks Elementary School are extremely outdated and need to be replaced. The District recommends contracting with 19six Architects to begin planning to remove these four portables and replace them with four new permanent classrooms.

Architectural scope and services are needed for design development, preparation of construction documents, DSA coordination and approval, bidding process and construction administration.

Estimated Schedule:

- Construction Documents Complete August 2024
- DSA Approval November 2024
- Bidding Process for General Contractor January 2025
- Construction Start February 2025
- Construction Completion August 2025

Fiscal impact for architectural services - \$329,700

Estimated construction budget - \$3.1 million

Funding sources - State School Facility Program Funds and Developer Fees

Board approval is recommended.



April 29, 2024

Lois Yount, Superintendent Galt Joint Union Elementary School District 1018 C Street, Suite 210 Galt, CA 95932

Project: Galt Joint Union Elementary School District

Valley Oaks Elementary School New Classroom Building

19six #: 24135

Dear Mrs. Yount:

Thank you for the opportunity to provide you with professional architectural and engineering services for Galt Joint Union Elementary School District. We are pleased to submit this proposal for the New Classroom Building located at Valley Oaks Elementary School.

PROJECT DESCRIPTION

The project consists of constructing a new +/- 3,840 SF wood-framed building, Type VB construction, not sprinklered. The building will include four 960-square-foot classrooms set on concrete foundations at grade. The classrooms will include base and upper cabinets and a sink. The site work will include associated utilities (reconnecting power, data, low voltage, and fire alarm to existing systems), demolition and off-hauling of four relocatable classrooms, and perimeter pedestrian paving to connect to the accessible path of travel from the campus's main entrance.

The new building will be based on a typical permanent modular building, following similar standards for finishes and systems, including overall building height and look.

Per a preliminary study, the construction budget for the proposed scope of work is \$3.1 million. This preliminary budget may be adjusted during the design process.

TEAM

The proposed Architectural and Engineering Team included with our fees is as follows:

1. Architect 19six Architect

Principal in Charge: Mariana Alvarez Parga

Civil Engineer: Warren Consulting Engineering, Inc.(WEC)
 Structural Engineer: Innovative Structural Engineering (ISE)
 Electrical Engineer: The Engineering Enterprise (TEE)
 Mechanical Engineer: Weston & Associates (W&A)

6. Cost Estimator: Sierra West Consulting Group, Inc. (SW)

SCHEDULE

We are ready to proceed with this work upon your approval. Below is a tentative schedule.

Authorization to Proceed	05/10/24
Construction Documents	08/09/24
DSA Approval	11/06/24
Bidding	
Construction Start	
Construction Completion	08/08/25

All construction activity shall be coordinated with the school and district schedule.

SCOPE OF SERVICES AND FEES

Services shall include professional architectural and engineering services by the team described above. A breakdown of the services is as follows:

A. Schematic Design

- 1. Review As-builts provided by the District.
- 2. Refine the program and site review.
- 3. Preliminary Studies & Schematic Design
- 4. Two (2) site/design review meetings
- 5. Structural, mechanical, electrical, civil engineering, and fire alarm design.
- 6. Preparation of necessary drawings to illustrate the scale and relationship of project components. Fee \$ 50.850

B. Design Development

- 1. Two (2) site/design review meetings to review HVAC, plumbing, and electrical systems
- 2. Preparation of necessary drawings and describe the architectural, structural, mechanical, and electrical systems
- 3. Coordination with design consultant team and preparation of plans
- 4. Outline specifications
- 5. Page turn meeting

Fee \$ 52,600

C. Construction Documents

- 1. Preparation of necessary plans and details
- 2. One (1) site / design review meeting.
- 3. Site review by Local Fire Authority
- 4. Technical Specifications
- 5. One Page-turn meeting at 50% CDs.
- 6. Preparation of plans for DSA submittal
- 7. Final Construction Documents incorporating DSA comments
- 8. Obtain approval by DSA

Fee \$ 109,200

- D. DSA Coordination and Approval
 - 1. Preparation of forms and formatting for DSA digital application
 - 2. Submittal plans electronically to DSA
 - 3. Revise plans and specifications per DSA comments
 - 4. Coordination with structural, mechanical, electrical, civil, and FA design consultants
 - 5. DSA back check appointment, coordination and approval

Fee \$ 17,500

- E. Bidding
 - 1. Assist with the bidding process
 - 2. Attend bid job walks
 - 3. Respond to bid RFIs and prepare Addenda as necessary
 - 4. Review contractor pricing

Fee \$ 11,600

- F. Construction Administration
 - 1. Attend and conduct (1) pre-construction meeting
 - 2. Up to (2) reviews for each required contractor submittal
 - 3. Response to contractor questions (RFI's)
 - 4. Review pay requests
 - 5. Preparation of change orders
 - 6. Twenty-eight (28) site visit/construction meetings with agendas and minutes. Assumes an eight (8) month construction duration and meetings with a healthy mix of in-person and virtual format.
 - 7. One (1) 'punch list' review.
 - 8. One (1) final review by Architect
 - 9. DSA closeout paperwork

Fee \$ 79,800

Total Basic Services Fixed Fee \$ 321,550

Additional Services

G. Cost Estimate

1. Coordination with a professional cost estimator to prepare cost estimates at 50% DD and 50% CD level in a CSI format.

Fee \$ 8.150

Total Fixed Fee \$329,700

No Additional services are anticipated. Should landscape design or fire sprinkler engineering be needed, we will present an added service for the scope when it is defined.

We understand that all buildings on campus have been certified (or will be) with DSA and that the application numbers are available for submission and approval of this project. Our fees do not include the research and closing out of the project. We can provide this service if needed at an additional cost.

The site is outside a "mapped geologic hazard zone," per CBC Section 1803A.6, Exception 1, it is exempt from the requirement to provide a geohazard report given that the scope is limited to a single-story, wood-frame of Type V construction with a floor area of 4,000 sq. ft. or less.

REIMBURSABLE EXPENSES

No reimbursable expenses are anticipated for this project. If any reimbursable expenses do arise, 19six shall notify the Owner and get authorization before incurring the said expense.

EXCLUSIONS

The following are not included in our services described above:

- As-built drawings for the existing buildings.
- Hazmat report, Testing, Abatement Specs
- Topographic survey and Geotechnical services.
- Underground Utilities survey
- Environmental studies, reports, and investigations.
- Accessibility upgrades to existing parking, P.O.T., and/or restrooms. We will reference the recent upgrades made to the new classroom building project.
- Upgrade of existing power, data, or fire alarm infrastructure.
- Gas service to the building.
- Landscape design and irrigation.
- Fire Water distribution or new Fire Hydrant system.
- Fire Sprinkle design.
- Furniture Specifications
- LEED/CHPS Certification
- Commissioning
- Acoustical Engineering
- Submittal to CGS
- SWPPP preparation and SWPPP monitoring during construction.
- Plan to review application fees by DSA or the local fire authority.
- Fire Hydrant Flow Test.
- State Funding/CDE/OPSC Consultant
- The following systems are not included in this proposal: Electrical system, Voice and Data systems, CATV system, Intercom and Clock Systems, Intrusion (security alarm) system, Access control system, CCTV system, and Audio-Visual system.
- Redesign for changes in project scope or Owner requirements following the approval of scope and compensation outlined in this document.
- Blueprinting and photocopying costs. All deliverables are in electronic format.

MISCELLANEOUS PROVISIONS

Services will be managed by Mariana Alvarez-Parga – license number C36107, with the collaboration of Alan Kroeker, Architect - license number C-22474, as needed.

We will bill you monthly based on a percentage complete basis. Payment is expected within 30 days of the billing date.

If this proposal meets your approval, please sign below and return a copy for our records or have your legal counsel prepare a formal contract. We will start work upon your written authorization below while the formal contract is being prepared.

Thank you for this opportunity to be of service. We look forward to assisting you with these much-needed improvements.

Sincerely,	Accepted by:	
Mariana Alvarez-Parga, Architect	 Signature	
Principal 19six Architects	o g.m.is. c	
1931x Architects	Name (printed)	
	nue	
	Date	

Attachments: Exhibit A



VALLEY OAKS ELEMENTARY SCHOOL

1018 C Street, Suite 210, Galt, CA95632 209-744 4545 * 209-744-4553 fax

Board Meeting Agenda Item Information

Meeting Date:	May 15, 2024	Agenda Item: 232.504 GJUESD Sunshine Proposal for the Fiscal Year 2024-25 with California School Employees Association (CSEA) - Public Notice
Presenter:	Lois Yount	Action Item: XX

For the 2024-25 school year, the District plans to open negotiations with the California School Employees Association (CSEA) on two articles with the goal of updating the language:

1. Article X: Transfers

2. Article XI: Promotional Opportunities

Article XX Wages and Article XIX Fringe Benefits are open for negotiations annually.

1018 C Street, Suite 210, Galt, CA95632 209-744 4545 * 209-744-4553 fax

Board Meeting Agenda Item Information

Meeting Date:	May 15, 2024	Agenda Item: 232.505 GJUESD Sunshine Proposal for the Fiscal Year 2024-25 with Galt Elementary Faculty Association (GEFA) - Public Notice
Presenter:	Lois Yount	Action Item: XX

For the 2024-25 school year, the District plans to open negotiations with the Galt Elementary Faculty Association (GEFA) on two articles with the goal of updating the language:

1. Article VII: Evaluation Procedures

2. Article XXIV: Term

Article XVIII Salary and Appendix B Fringe Benefits are open for negotiations annually.



1018 C Street, Suite 210, Galt, CA95632 209-744 4545 * 209-744-4553 fax

Board Meeting Agenda Item Information

Meeting Date:	May 15, 2024	Agenda Item: 232.506 Galt Elementary Faculty Association (GEFA) Sunshine Notice for the Fiscal Year 2024-25 with the Galt Joint Union Elementary School District
Presenter:	Lois Yount	Action Item: XX

The Galt Elementary Faculty Association ("GEFA") hereby presents its initial PUBLIC NOTICE "sunshine" statement in order to inform the public of matters that will be negotiated between the GEFA and the Galt Joint Union Elementary School District.

Article V Hours— to negotiate potential changes for certificated employee work schedules.

Article XII Leaves— to negotiate potential changes to sick leave.

1018 C Street, Suite 210, Galt, CA95632 209-744 4545 * 209-744-4553 fax

Board Meeting Agenda Item Information

Meeting Date:	May 15, 2024	Agenda Item: 232.507 First Reading of Board Policies
Presenter:	Lois Yount	Action Item:
	Cabinet	Information Item: XX

The Board will hold a first reading of the following policies:

- 1. BP 3516 Emergency and Disaster Preparedness Plan
- 2. BP 4118 Dismissal/Suspension/Disciplinary Action
- 3. BP 4140/4240/4340 Bargaining Units
- 4. BP 4157/4257/4357 Employee Safety
- 5. BP 4218 Dismissal/Suspension/Disciplinary Action
- 6. BB 9320 Meetings and Notices
- 7. BB 9323.2 Actions by the Board
- 8. BP 5144 Discipline
- 9. BP 6141.2 Recognition of Religious Beliefs and Customs
- 10. BP 6175 Migrant Education
- 11. BP 3550 Food Service/Child Nutrition Program
- 12. BP 3551 Food Service Operations/Cafeteria Fund
- 13. BP3553 Free and Reduced Price Meals
- 14. BP 3555 Nutrition Program Compliance
- 15. BP 5126 Awards for Achievement
- 16. BP 4111/4211/4311 Recruitment and Selection

CSBA POLICY GUIDE SHEET First Reading: April 17, 2024

1. Board Policy 3516 - Emergency and Disaster Preparedness Plan

Policy updated to reflect **NEW LAW (SB 323, 2023)** which requires school emergency and disaster preparedness plans to include adaptations for students with disabilities in accordance with the federal Individuals with Disabilities Education Act and section 504 of the federal Rehabilitation Act of 1973.

2. Board Policy 4118 - Dismissal/Suspension/Disciplinary Action

Policy updated to generalize the material related to the basis for disciplinary action, and reflect **NEW COURT DECISION** (Visalia Unified School District v. PERB) which held that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of complaints of retaliation for union activities, and that retaliation solely for engaging in protected activities is prohibited. Additionally, policy updated to amend the list of what may be considered disciplinary actions to more closely align with law, and to add new section "Compulsory Leave of Absence" for consistency with law and the accompanying administrative regulation.

3. Board Policy 4140/4240/4340 - Bargaining Units

Policy updated to clarify use of "employee organization," "recognized employee organization," "exclusive representative," and "bargaining unit". Additionally, policy updated to clarify Public Employee Relations Board opinions regarding when a district may restrict the wearing of union buttons, insignia, or other pictorial or written messages by employees, when a district may limit an employee organization's ability to communicate with its members, and what constitutes "reasonable restrictions" by a district. In addition, policy updated to remove outdated material related to COVID-19, and reflect **NEW LAW (AB 243, 2023)** which extends the Safe at Home address confidentiality protection to victims of child abduction and members of their households. Policy also updated for clarity, precision, organization, and consistency

4. Board Policy 4157/4257/4357 - Employee Safety

Policy updated to reference **NEW LAW (SB 553, 2023)** which requires, starting July 1, 2024, districts to establish, implement, and maintain at all times and in all work areas a workplace violence prevention plan with specified components.

5. Board Policy 4218 - Dismissal/Suspension/Disciplinary Action

Policy updated to add that the Governing Board expects all employees to serve as positive role models at school and in the community for consistency with expectations for certificated staff, generalize the material related to the basis for disciplinary action, and reflect **NEW COURT DECISION** (Visalia Unified School District v. PERB) which held that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of complaints of retaliation for union activities, and that retaliation solely for engaging in protected activities is prohibited. Additionally, policy updated to amend the list of what may be considered disciplinary actions to more closely align with law, clarify that if a timely request for a hearing is submitted, a third-party hearing officer is required to conduct the hearing if the Board has delegated such authority, and to add new section "Compulsory Leave of Absence" for consistency with law and the accompanying administrative regulation.

6. Board Bylaw 9320 - Meetings and Notices

Bylaw updated to clarify that a study session, retreat, public forum, or discussion meeting of the Governing Board must either be held as a regular or special Board meeting. Additionally, bylaw updated to reflect **NEW LAW (AB 557, 2023)** which extended and modified the ability of a Board member to join

a meeting by teleconference due to just cause or emergency circumstances or during a proclaimed state of emergency. In addition, bylaw updated to remove outdated COVID-19 related requirements. Bylaw also updated for clarity, precision, organization, and consistency.

7. Board Bylaw 9323.2 - Actions by the Board

Bylaw updated to add that the Governing Board may take action on a request by a Board member to participate by teleconference due to emergency circumstances if it is not on the posted agenda so long as there was not sufficient time to place it on the agenda. Additionally, bylaw updated to remove language related to the authority of the district attorney's office or an interested person to file a civil action asking the court to order the Board to stop or prevent a Brown Act violation and replace it with language requiring the district attorney's office or interested person to first present a demand to "cure and correct" the alleged violation and, when such occurs, for the Board to consult with legal counsel on if and how to respond.

8. Board Policy 5144 - Discipline

Policy updated to reflect **NEW LAW (SB 291, 2023)** which, beginning with the 2024-25 school year, prohibits a school staff member from denying a student's recess unless the student's participation poses an immediate threat to the physical safety of the student or one or more of the student's peers. Additionally, policy updated to clarify that the Governing Board may, but is not required, to review approved discipline rules for consistency with Board policy and state law. In addition, policy updated to include interventions and supports to students as a priority in determining appropriate discipline.

9. Board Policy 6141.2 - Recognition of Religious Beliefs and Customs

Policy updated to reflect NEW GUIDANCE from the U.S. Department of Education regarding constitutionally protected prayer and religious expression in public schools and Appendix F of the California Department of Education's History and Social Science Framework which offers guidance and support for educators regarding the recognition of religious beliefs and customs. Additionally, policy updated to add that instruction regarding the role of religion in society be consistent with adopted instructional materials and state standards. In addition, policy updated to reflect U.S. Supreme Court decision (Kennedy v. Bremerton) which held that the employee, a football coach, did not coerce students to pray when the employee knelt at midfield after games to offer a quiet personal prayer, rejected the district's argument that any visible religious conduct by a teacher or coach amounted to impermissible coercion on students, and concluded that the coach was acting in a private capacity and not in the capacity of an employee of the district when the prayer was offered during a time when school employees were free to attend to personal matters. Policy also updated to reflect **NEW COURT DECISION** (Fellowship of Christian Athletes v. San Jose Unified School District) in which the Ninth Circuit U.S. Court of Appeals held that it would be discrimination for a district to fail to recognize a student club with religiously based leadership requirements upon a finding that multiple student clubs imposed certain requirements for membership or leadership positions—i.e., discriminated against certain students—but that the district only objected to the Fellowship of Christian Athletes' requirements because of the *religious* basis of the requirements.

10. Board Policy 6175 - Migrant Education

Policy updated to reference this group of highly mobile students as "students who are migratory" to align with language found within the Education Code and the California Department of Education's 2023-24 federal program monitoring instrument.

11. Board Policy 3550 - Food Service/Child Nutrition Program

Policy updated to reflect **NEW LAW (SB 348, 2023)** which (1) clarifies that districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, including a student enrolled in an independent study program as specified, regardless of the student's eligibility for a federally funded

free or reduced-price meal, (2) defines a "nutritionally adequate breakfast and lunch," and (3) requires that students be provided with adequate time to eat. Additionally, policy updated to reflect **NEW LAW** (AB 95, 2023) which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided. In addition, policy updated to reflect **NEW LAW** (SB 114, 2023) which establishes school food best practices such as serving freshly prepared onsite meals using minimally processed, locally grown, and sustainable food, giving priority to California-grown or produced foods, and increasing plant-based or restricted diet food options for students. Policy updated to reflect California Department of Food and Agriculture guidance about school gardens.

12. Board Policy 3551 - Food Service Operations/Cafeteria Fund

Policy updated to reflect **NEW LAW (SB 348, 2023)** which clarifies that (1) the establishment of a cafeteria fund does not preclude the district from using other funds for the purpose of purchasing school meals, and

(2) districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, including a student enrolled in an independent study program as specified, regardless of the student's eligibility for a federally funded free or reduced-price meal. Additionally, policy updated to reflect **NEW LAW (AB 95, 2023)** which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided and **NEW LAW (SB 114, 2023)** which establishes school food best practices such as giving priority to using California-grown or produced, sustainably grown, or whole or minimally processed foods, increasing plant-based or restricted diet food options for students, and preparing fresh meals onsite.

13. Board Policy 3553 - Free and Reduced Price Meals

Policy updated to reflect **NEW LAW (SB 348, 2023)** which clarifies that districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, regardless of the student's eligibility for a federally funded free or reduced-price meal, and **NEW LAW (AB 95, 2023)** which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided. Additionally, policy updated to clarify that meals served under the school nutrition program meet district-adopted guidelines, in addition to state and federal nutrition standards. In addition, policy updated to more closely align with code language.

14. Board Policy 3555 - Nutrition Program Compliance

Policy is required for any district whose child nutrition programs (i.e., National School Lunch Program, School Breakfast Program, Special Milk Program, and/or other child nutrition program) receive state or federal funding. During the California Department of Education

S (CDE) Administrative Review of the district's child nutrition programs, CDE will review whether the district has a written procedure that comples with requirements pertaining to civil rights and nondiscrimination.

15. Board Policy 5126 - Awards for Achievement

Policy updated to add that a budget be established for the purpose of student awards, and that no fee or other cost be charged to any student in relation to any requirements in qualifying for or receiving any district achievement awards. Additionally, policy updated to separate out the State Seal of Biliteracy material from district established awards for biliteracy, and to clarify that the Governing Board may prohibit the district committee which administers the district's scholarship and loan fund from accepting any donation under conditions it finds incompatible with the fund's intents and purposes as specified in Board Policy 3290 - Gifts, Grants and Requests.

16. Board Policy 4111/4211/4311 - Recruitment and Selection

Policy updated to reflect **NEW GUIDANCE** from the California Department of Education and the Commission on Teacher Credentialling related to the benefit to students when district staff reflects the racial, ethnic, linguistic and cultural diversity of the district, and when the district's recruitment and selection process seeks to establish and maintain a diverse staff. Additionally, policy updated to include that the pay scale for an open position be included in the job posting. In addition, policy updated to include that discrimination against a person in hiring based on the person's use of cannabis off the job and away from the workplace is prohibited, and reflect **NEW LAW (SB 700, 2023)** which prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information, In addition, policy updated to provide that the district retains the right to maintain drug-free schools and to prohibit employees from possessing, being impaired by, or using cannabis while on the job. Policy also updated to include that, in addition to Governing Board approval and district needs, the provision of incentives to recruit teachers be in accordance with any applicable collective bargaining agreement.

Status: DRAFT

1. Policy 3516: Emergencies And Disaster Preparedness Plan

Original Adopted Date: 02/27/2008

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff, and schools.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which contains routine and emergency disaster procedures, including, but not limited to, earthquake emergency procedures, and adaptations for individuals with disabilities in accordance with the Americans with Disabilities Act, the federal Individuals with Disabilities Education Act, and Section 504 of the federal Rehabilitation Act of 1973. Such procedures shall be incorporated into the comprehensive school safety plan. (Education Code 32282)

In developing the disaster preparedness plan, the Superintendent or designee shall involve district staff at all levels, including administrators, district police or security officers, facilities managers, transportation managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, the Superintendent shall also collaborate with law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.

The plan shall comply with state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System.

The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services the district may deem necessary to meet the community's needs. (Education Code 32282)

District employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

Status: ADOPTED

Policy 3516: Emergencies And Disaster Preparedness Plan

Original Adopted Date: 02/27/2008

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which details provisions for handling emergencies and disasters and which shall be included in the district's comprehensive school safety plan. (Education Code 32282)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516.3 - Earthquake Emergency Procedure System)

The Superintendent or designee shall also develop and maintain emergency plans for each school site.

In developing the district and school emergency plans, the Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators.

The Superintendent or designee shall use state-approved Standardized Emergency Management System guidelines and the National Incident Command System when updating district and site-level emergency and disaster preparedness plans.

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services they deem necessary to meet the community's needs. (Education Code 32282)

(cf. 1330 - Use of School Facilities)

School employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

(cf. 4119.3/4219.3/4319.3 - Duties of Personnel)

Status: DRAFT

2. Policy 4118: Dismissal/Suspension/Disciplinary Action

Original Adopted Date: 09/22/2021 | Last Revised Date: 11/28/2022

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance.

The Superintendent or designee shall ensure that disciplinary actions are appropriately documented and taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, suspension or leave without pay, or dismissal.

Suspension/Dismissal Procedures

The Superintendent shall notify the Board whenever there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person. (Education Code 44934, 44934.1)

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of the Board's intention to suspend or dismiss the employee at the expiration of 30 days from the date the notice is served. (Education Code 44934, 44934.1)

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year. (Education Code 44938)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice. (Education Code 44938)

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during

the instructional year of the school site where the employee is physically employed and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1)

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944. (Education Code 44944)

Compulsory Leave of Absence

Upon being informed that a certificated employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5)

Status: ADOPTED

Policy 4118: Dismissal/Suspension/Disciplinary Action

Original Adopted Date: 09/22/2021 | Last Revised Date: 11/28/2022 | Last Reviewed Date: 11/28/2022

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, and administrative regulation.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal warnings, written warnings, reassignment, suspension, freezing or reduction of wages, compulsory leave, or dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

Suspension/Dismissal Procedures

The Superintendent shall notify the Board whenever there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person. (Education Code 44934, 44934.1)

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of the Board's intention to suspend or dismiss the employee at the expiration of 30 days from the date the notice is served. (Education Code 44934, 44934.1)

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year. (Education Code 44938)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice. (Education Code 44938)

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during the instructional year of the school site where the employee is physically employed and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1, 44940)

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944. (Education Code 44944)

3. Policy 4140/4240/4340: Bargaining Units Status: DRAFT

Original Adopted Date: 02/27/2008 | Last Revised Date: 09/20/2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons, insignia, or other pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Education Code 45100.5, Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

The district may disseminate written documents, recorded messages, or other mass communications to actual or perspective employees represented by an exclusive representative concerning their rights to join and/or support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee meets and confers with the exclusive representative concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code 3556)

Access to New Employee Orientations

The district shall permit each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the district's operations that was not reasonably foreseeable. (Government Code 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, the structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's decision shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, unless the district and the exclusive representative have agreed otherwise, when the district has not conducted an in-person orientation within 30 days of hiring a new employee, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting during employment hours at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), of all employees represented by the exclusive representative on file with the district. An employee's personal email address shall only be disclosed if it used by the employee to conduct district business.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all

new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. Additionally, the Superintendent or designee shall provide the exclusive representative with the same information for all employees represented by the exclusive representative every 120 days, unless more frequent disclosure is required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6205-6210, 6215-6216, 7928.300)

- 1. The home address and any phone numbers on file for employees performing law enforcement-related functions
- 2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6205-6210 and 6215-16
- 3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, home telephone number, and personal cell phone number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

Subject to reasonable regulation by the district, employee organizations shall have access, at reasonable times, to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. (Government Code 3543.1)

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

When an employee organization has certified to the district that it has and will maintain individual employee authorizations for payroll deductions, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and the employees to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization. The district also shall not require a copy of the written authorization to be submitted by the employee organization, except when there is a dispute about the existence or terms of the written authorization. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the

information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

Board Policy Manual Galt Joint Union Elementary School District

Policy 4140/4240/4340: Bargaining Units Status: ADOPTED

Original Adopted Date: 02/07/2008 | Last Revised Date: 09/20/2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially

recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' rights under the law, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Dccess to Ceu Employee Arientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

- 1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting, during which the exclusive representative shall be permitted to communicate directly with the newly hired employees.
 - Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space.
- 2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.

Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6207, 6215, 6215.2, 7928.300)

- 1. The home address and any phone numbers on file for employees performing law enforcement-related functions
- 2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207
- 3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, and home telephone and personal cell phone numbers from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

To provide accurate information, the Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

NommOnications u ith Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership I Ces or Ather z ayments to an Employee ArganiPation

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Status: DRAFT

4. Policy 4157/4257/4357: Employee Safety

Original Adopted Date: 02/27/2008

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program that includes a workplace violence prevention plan and that provides employees with access to such program in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

- 1. Making a report or complaint
- 2. Instituting proceedings or causing proceedings to be instituted
- 3. Testifying with regard to employee safety or health
- 4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
- 5. Requesting access to injury or illness reports and records
- 6. Exercising any other right protected by the Occupational Safety and Health Act

Status: ADOPTED

Policy 4157/4257/4357: Employee Safety Original Adopted Date: 02/27/2008

The Governing Board is committed to maximizing employee safety and believes that safety is every employee's responsibility. Working conditions and equipment shall be maintained in compliance with standards prescribed by federal, state and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Board expects all employees to use safe work practices and to correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, he/she shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall promote safety and correct any unsafe work practice through education, training and enforcement.

The Superintendent or designee shall establish and implement a written injury and illness prevention program in accordance with law. (Labor Code 6401.7)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

(cf. 4158/4258/4358 - Employee Security)

The Board shall ensure that the Superintendent or designee provides eye protective devices as specified in law and administrative regulation.

No employee shall be discharged or discriminated against for making complaints, instituting proceedings or testifying with regard to employee safety or health, or for participating in any occupational health and safety committee established pursuant to Labor Code 6401.7. (Labor Code 6310)

Status: DRAFT

5. Policy 4218: Dismissal/Suspension/Disciplinary Action

Original Adopted Date: 11/28/2022 | Last Revised Date: 06/21/2023

The Governing Board expects all employees to perform their jobs satisfactorily, to exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension or leave without pay, reduction of wages, or dismissal.

A probationary classified employee may be dismissed without cause anytime before the probationary period expires.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter. (Education Code 45113, 45116)

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board or by a third-party hearing officer, in accordance with law. (Education Code 45113, 45312)

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113 and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which disciplinary action was ultimately sustained, and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Compulsory Leave of Absence

Upon being informed that a classified employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5, 45304)

Status: ADOPTED

Policy 4218: Dismissal/Suspension/Disciplinary Action

Original Adopted Date: 11/28/2022 | Last Revised Date: 06/21/2023 | Last Reviewed Date: 06/21/2023

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113, and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the

Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained, and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Status: DRAFT

6. Bylaw 9320: Meetings And Notices

Original Adopted Date: 12/16/2009 | Last Revised Date: 06/21/2023

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with applicable open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide the opportunity for members of the public to directly address the Board. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board. (Government Code 54952.2)

In accordance with law and as specified in Board Bylaw 9012 - Board Member Electronic Communications, a majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, the Superintendent or designee may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. Notice of the procedure for receiving and resolving such requests for accommodation shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Regular Meetings

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's website. (Government Code 54954.2)

Consistent with Government Code 54957.5 and Board Bylaw 9322 - Agenda/Meeting Materials, whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. The records shall be posted on the district website at the time the materials are distributed to all or a majority of the Board if distributed outside of business hours.

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members on any topic within the subject matter jurisdiction of the Board unless otherwise prohibited by law or as specified in BB 9323.2 - Actions by the Board. (Government Code 54956)

At least 24 hours before the time of the meeting, written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice

also shall be posted on the district's website, and, at least 24 hours before the time of the meeting, in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. (Government Code 54956.5)

The Board may meet in closed session during emergency meetings so long as two-thirds of the members present at the meeting agree or, if less than two-thirds of the members are present, by unanimous vote of the members present. (Government Code 54956.5)

The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification shall be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

An emergency means a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board. (Government Code 54956.5)

A *dire emergency* means a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn/continue such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned/continued to a later time and location and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment/continuance, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the location where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public. The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships. Any such meeting, regardless of title or topic, shall be held as a regular or special meeting, as appropriate, and shall comply with all other requirements for regular or special meetings. (Government Code 54956)

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

- 1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
- 2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
- 3. An open and noticed meeting of another body of the district
- 4. An open and noticed meeting of a legislative body of another local agency
- 5. A purely social or ceremonial occasion
- 6. An open and noticed meeting of a standing committee of the Board established pursuant to Board Bylaw 9130 Board Committees, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person that are not part of a series of communications prohibited by the Brown Act are permitted. (Government Code 54952.2)

Location of Meetings

Unless the Board is holding a teleconference meeting during a proclaimed state of emergency, all meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

- 1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
- 2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
- 3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
- 4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
- 5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
- 6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
- 7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
- 8. Attend conferences on nonadversarial collective bargaining techniques
- 9. Interview residents of another district regarding the Board's potential employment of an applicant for

Superintendent of the district

10. Interview a potential employee from another district

All meetings, regardless of location, shall comply with the applicable notice and open meeting requirements. Additionally, no such meeting may be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, which is inaccessible to individuals with disabilities, or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

If a fire, flood, earthquake, or other emergency renders the posted regular or special meeting location unsafe and the deadline for posting the location has passed, the meeting shall be held at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of meetings pursuant to Government Code 54956 by the most rapid available means of communication.

Traditional Teleconferencing

A Board member may participate in any meeting by teleconference, which includes both audio or video/audio so long as the following conditions are met: (Government Code 54953)

- 1. All votes taken during the meeting are by rollcall
- 2. The meeting is conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency
- 3. The location of the Board member participating by teleconference is open and accessible to the public during the meeting, except during closed session, such that members of the public may observe in person the Board member participating by teleconference, may hear/listen to the meeting to the same extent as the Board member participating by teleconference, and may make public comment during the same portion of the agenda as others members of the public from the same location as the Board member participating by teleconference
- 4. The location of the Board member participating by teleconference is noted in the agenda and the agenda is posted at the location of the Board member participating by teleconference in advance of the meeting as statutorily required based on the type of meeting
- 5. At least a quorum of the members is within the district boundaries.

Teleconferencing by Individual Board Member Due to Just Cause

Until January 1, 2026, when there is "just cause" preventing a Board member from attending a Board meeting in person, that Board member may participate in that meeting by teleconference without: (Government Code 54953)

- 1. Including the location of the Board member participating by teleconference in the agenda
- 2. Making the location of the Board member participating by teleconference open and accessible to the public
- 3. Posting the agenda at the location of the Board member participating by teleconference

A Board member needing to participate by teleconference for just cause shall notify the Board at the earliest possible opportunity, including at the start of a regular meeting, of the need to do so and include a general description of the circumstances relating to the need to appear by teleconference at the given meeting. (Government Code 54953)

For the Board member to participate by teleconference under this section, all of the following are required: (Government Code 54953)

- 1. All votes taken during the meeting are by rollcall
- 2. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda

- 3. The Board member participating by teleconference utilizes both audio and visual technology to participate in the meeting
- 4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual
- 5. The public is able to access the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the platform or service, in addition to public comment being available in person
 - The platform or service may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district
- 6. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board may not take action on any agenda item until the disruption is resolved. (Government Code 54953)

A Board member shall be permitted to participate by teleconference for just cause for no more than two meetings per calendar year. (Government Code 54953)

For purposes of this section, "just cause" may exist for any of the following: (Government Code 54953)

- 1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
- 2. A contagious illness prevents a Board member from attending in person
- 3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
- 4. A Board member is traveling while on official business of the Board or another state or local agency

Teleconferencing by Individual Board Member Due to Emergency Circumstances

Until January 1, 2026, when a physical or family medical emergency would prevent a Board member from attending a Board meeting in person, that Board member may request to participate in such meeting by teleconference. The Board member requesting to appear remotely shall submit the request as soon as possible and include a concise general description of the emergency that necessitated the request. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

If the request is received timely, it shall be added to the agenda as the first item of business at the meeting, even before any closed session items. If the request is not received timely, it shall be taken up by the Board before the first item of business at the meeting. The request shall only be granted upon a vote by the majority of the Board. (Government Code 54953, 54954.2)

If the request is granted by the Board, the Board member may participate by teleconference without: (Government Code 54953)

- 1. Including the location of the Board member participating by teleconference in the agenda
- 2. Making the location of the Board member participating by teleconference open and accessible to the public
- 3. Posting the agenda at the location of the Board member participating by teleconference

For the Board member to participate by teleconference due to emergency circumstances, all of the following are required: (Government Code 54953)

- 1. All votes taken during the meeting are by rollcall
- 2. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda
- 3. The Board member participating by teleconference utilizes both audio and visual technology to participate in the meeting
- 4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual
- 5. The public is able to access the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the platform or service, in addition to public comment being available in person
 - The platform or service may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district
- 6. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board shall not take action on any agenda item until the disruption is resolved. (Government Code 54953)

In total, a Board member may not participate by teleconference due to emergency circumstances alone, or together with teleconference due to just cause, as specified above, for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely due to emergency circumstances for more than two meetings. (Government Code 54953)

Teleconference Meetings During a Proclaimed State of Emergency

The Board may conduct a Board meeting entirely by teleconference during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

- 1. For the purpose of determining whether meeting in person would present imminent risks to the health or safety of attendees due to the emergency
- 2. When the Board has been determined, pursuant to Item #1 above, that meeting in person would present imminent risks to the health or safety of attendees due to the emergency

The Board may hold a meeting by teleconference during a proclaimed state of emergency without: (Government Code 54953):

- 1. Including the location of Board members in the agenda
- 2. Making the locations of Board members open and accessible to the public
- 3. Posting the agenda at the locations of Board members

For the Board to hold such meeting, all of the following are required: (Government Code 54953)

- 1. All votes taken during the meeting are by rollcall
- 2. The public is able to access the meeting via a call-in service or an internet-based platform or service, with real-time public comment being allowed via the platform or service

If an internet-based platform or service is utilized, it may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district

3. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board may not take action on any agenda item until the disruption is resolved. (Government Code 54953)

For any public comment period with a time limit, the Board may not close that public comment period or the opportunity to register until the full time for public comment has elapsed. For any other public comment period, the Board shall allow a reasonable amount of time to allow members of the public to provide public comment and to register to do so. (Government Code 54953)

The Board may continue to conduct all meetings by teleconference throughout one or more 45-day periods so long as, prior to the beginning of each 45-day period, the Board has reconsidered the circumstances of the state of emergency and determines that it continues to directly impact the ability of the Board to meet safely in person. (Government Code 54953)

Status: ADOPTED

Bylaw 9320: Meetings And Notices

Original Adopted Date: 12/16/2009 | Last Revised Date: 06/21/2023 | Last Reviewed Date: 06/21/2023

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or district official may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Notice of the procedure for receiving and resolving requests for accommodation described above shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953)

Regular Meetings

The Board shall hold one regular meeting(s) each month except July. Regular meetings shall be held at 7:00p.m. on the 3rd Wednesday(day) at the Galt City Hall Chamber, 380 Civic Drive, Galt, CA 95632.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's web site. (Government Code 54954.2)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose or on the district web site, consistent with Government Code 54957.5, at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the

local media who have requested such notice in writing. The notice also shall be posted on the district's website. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

- 1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board
- 2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification shall be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and place and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

- 1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
- 2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
- 3. An open and noticed meeting of another body of the district
- 4. An open and noticed meeting of a legislative body of another local agency
- 5. A purely social or ceremonial occasion
- 6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

- 1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
- 2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
- 3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
- 4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
- 5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
- 6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
- 7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
- 8. Attend conferences on nonadversarial collective bargaining techniques

- 9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
- 10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in Items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Traditional Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction.

All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Unless a Board member participates by teleconference pursuant to the provisions described in the sections "Teleconferencing During a Personal Emergency," "Teleconferencing For 'Just Cause'" or "Teleconferencing During a Proclaimed State of Emergency" below, agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere.

All teleconference locations shall be accessible to the public and the public shall have the right to address the Board directly at each teleconference location. Additional teleconference locations may be provided to the public. (Government Code 54953)

Teleconferencing During a Personal Emergency

Until January 1, 2026, with approval from the majority of the Board, a Board member may be permitted to participate in a meeting remotely when a physical or family medical emergency prevents the Board member from attending in person. The Board member requesting to appear remotely shall notify the Board of the emergency situation as soon as possible, and provide a concise general description of the circumstances relating to the Board member's need to appear remotely. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

A Board member may not appear remotely under emergency circumstances for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely under emergency circumstances for more than two meetings. (Government Code 54953)

When a Board member is approved to participate remotely due to emergency circumstances, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If permitted to participate remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing for "Just Cause"

A Board member may be permitted to appear remotely, pursuant to the provisions below, for just cause for no more than two meetings per calendar year. A Board member appearing for just cause shall notify the Board at the earliest possible opportunity of the need to participate in the meeting remotely, including at the start of a regular meeting. (Government Code 54953)

Just Cause may exist for any of the following: (Government Code 54953)

- 1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
- 2. A contagious illness prevents a Board member from attending in person
- 3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
- 4. A Board member is traveling while on official business of the Board or another state or local agency

When a Board member participates remotely for just cause, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If the Board member participates remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing During a Proclaimed State of Emergency

Until January 1, 2024, the Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

- 1. State or local officials have imposed or recommended measures to promote social distancing
- 2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person

would present imminent risks to the health or safety of attendees

3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

- 1. The notice and agenda shall be given and posted as otherwise required by the Brown Act
- 2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option
 - Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.
- 3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3
- 4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time
- 5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed
- 6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the district's control that prevents members of the public from offering public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

- 1. The state of emergency continues to directly impact the ability of the Board to meet safely in person
- 2. State or local officials continue to impose or recommend measures to promote social distancing

Status: DRAFT

7. Bylaw 9323.2: Actions By The Board

Original Adopted Date: 02/27/2008

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164, 35165)

An "action" by the Board means: (Government Code 54952.6)

- 1. A collective decision by a majority of the Board members
- 2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision
- 3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

Action on Non-Agenda Items

The Board may take action on a subject not appearing on the posted meeting agenda only after publicly identifying the item and if any one of the following conditions are met: (Government Code 54954.2)

- 1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
- 2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
- 3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier
- 4. Until December 31, 2025, when a Board member requests to participate by teleconference due to emergency circumstances pursuant to Government Code 54953 so long as the timing of the request did not allow for sufficient time to place it on the agenda

Challenging Board Actions

Before seeking to file a civil action to stop or prevent a Brown Act violation or to invalidate a prior action taken by the Board, the district attorney's office or interested person shall first present a demand to "cure and correct" the alleged violation to the district. If the district receives a proper demand from the district attorney's office or any interested person to "cure and correct" an alleged violation of the Brown Act, the Board shall consult with legal counsel on if and how to respond as provided by law. (Government Code 54960-54960.5)

Status: ADOPTED

Bylaw 9323.2: Actions By The Board

Original Adopted Date: 02/27/2008 | Last Reviewed Date: 02/27/2008

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

An "action" by the Board means: (Government Code 54952.6)

- 1. A collective decision by a majority of the Board members
- 2. A collective commitment or promise by a majority of the members to make a positive or negative decision
- 3. A vote by a majority of the members when sitting as the Board upon a motion, proposal, resolution, order or ordinance

The Board may take action in a regular meeting on a subject not listed on the published agenda only when it publicly identifies the item to be acted upon in conjunction with one of the following circumstances: (Government Code 54954.2)

- 1. The Board, by majority vote of its members, determines that the action responds to an emergency situation.
- 2. The Board determines, either by a two-thirds majority vote of the members present at the meeting or, if less than two-thirds of the members are present, by a unanimous vote of all members present, that the need to take immediate action came to the district's attention after the posting of the agenda.
- 3. The matter was properly posted for a previous meeting occurring not more than five days earlier and was continued to the meeting at which action is being taken.

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

Challenging Board Actions

Any demand by the district attorney's office or any interested person to correct a Board action shall be presented to the Board in writing within 90 days of the date when the action was taken. Such demand shall allege a violation of any of the following: (Government Code 54960.1)

- 1. Government Code 54953, regarding open meeting and teleconferencing
- 2. Government Code 54954.5, regarding closed session item descriptions
- 3. Government Code 54954.6, regarding new or increased tax assessments
- 4. Government Code 54956, regarding special meetings
- 5. Government Code 54956.5, regarding emergency meetings

If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Any demand to "cure and correct" an alleged violation shall clearly describe the challenged action and the nature of the alleged violation. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct. If the Board decides to not cure or correct the challenged action, the demanding party shall be informed in writing of that decision. (Government Code 54960.1)

If the Board takes no action within the 30-day review period, its inaction shall be considered a decision not to cure or correct the action. (Government Code 54960.1)

8. Policy 5144: Discipline Status: DRAFT

Original Adopted Date: 02/27/2008 | Last Revised Date: 06/21/2023

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and responding appropriately to student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for responding to student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

A student shall not be denied recess unless the student's participation poses an immediate threat to the physical safety of the student or to the physical safety of one or more of the student's peers. If, due to such immediate threat, a student is denied recess, staff shall make all reasonable efforts to resolve the threat and minimize the student's exclusion from recess, to the greatest extent practicable. (Education Code 49056)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The principal or designee at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and administrative regulations. The Board, at an open meeting, may review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

At all times, the safety of students and staff, providing interventions and supports to students, as well as the maintenance of an orderly school environment, shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate support and/or discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including,

but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

At the beginning of each school year, the Superintendent or designee may report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

Policy 5144: Discipline Status: ADOPTED

Original Adopted Date: 02/27/2008 | Last Revised Date: 06/21/2023 | Last Reviewed Date: 06/21/2023

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other

local measures, shall be included in the district's local control and accountability plan, as required by law.

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

9. Policy 6141.2: Recognition Of Religious Beliefs And Customs

Original Adopted Date: 02/27/2008

The Governing Board recognizes that students' education would be incomplete without an understanding of the role of religion in society. As appropriate for a particular course, teachers may objectively discuss the influences of various religions, using religious works and symbols to illustrate their relationship with culture, literature, or the arts. The Board expects that such instruction will identify principles common to all religions and foster respect for the diversity of religions and customs in the world and be consistent with the adopted instructional materials and state standards, as applicable.

In order to respect each student's individual right to freedom of religious practice, religious indoctrination is forbidden in public schools. The Superintendent or designee shall ensure that instruction about religion does not promote or denigrate the beliefs or customs of any particular religion or sect, nor that a preference be shown for one religious viewpoint over another. Staff members shall be highly sensitive to their obligation not to interfere with the religious development of any student in whatever tradition the student embraces, and treat all religions and religious conviction, including nonbelief, with fairness and respect.

Staff shall not endorse, encourage, or solicit religious or anti-religious expression or activities among students during class time.

Staff shall not coerce students in prayer or other religious activities as part of their official duties. However, Staff are not prohibited, when acting in their private capacity, from encouraging students' participation in personal prayer or other religious activity. Additionally, staff shall not prohibit or discourage any student from praying or otherwise expressing the student's religious belief so long as this does not disrupt the classroom or other school sponsored activity.

Students may express their beliefs about religion in their homework, artwork, and other class work if the expression is germane to the assignment. Such work shall be judged by ordinary academic standards, relevance, and other legitimate pedagogical objectives.

While teaching about religious holidays is a permissible part of the educational program, celebrating religious holidays is not allowed in the district. School-sponsored programs shall not be, nor have the effect of being, religiously oriented or a religious celebration. School and classroom decorations may express seasonal themes that are not religious in nature. The use of religious symbols that are part of a religious holiday is permitted as a teaching aid or resource provided that such symbols are displayed as an example of cultural and religious heritage of the holiday and temporary in nature.

Classroom methods in instruction about religion shall not include religious role-playing activities or simulated religious devotional acts.

Music, art, literature or drama programs having religious themes are permitted as part of the curriculum for school-sponsored activities and programs if presented in an objective manner and as a traditional part of cultural and religious heritage.

District schools shall not prohibit religious activities if the same or similar non-religious activities are permitted.

Policy 6141.2: Recognition Of Religious Beliefs And Customs

Original Adopted Date: 02/27/2008 | Last Reviewed Date: 02/27/2008

The Governing Board recognizes that students' education would be incomplete without an understanding of the role of religion in society. As appropriate for a particular course, teachers may objectively discuss the influences of various religions, using religious works and symbols to illustrate their relationship with culture, literature or the arts. The Board expects that such instruction will identify principles common to all religions and foster respect for the diversity of religions and customs in the world.

In order to respect each student's individual right to freedom of religious practice, religious indoctrination is clearly forbidden in the public schools. Instruction about religion shall not promote or denigrate the beliefs or customs of any particular religion or sect, nor should a preference be shown for one religious viewpoint over another. Staff members shall be highly sensitive to their obligation not to interfere with the religious development of any student in whatever tradition the student embraces.

Staff shall not endorse, encourage or solicit religious or anti-religious expression or activities among students during class time. As part of their official duties, staff shall not lead students in prayer or other religious activities. However, staff shall not prohibit or discourage any student from praying or otherwise expressing his/her religious belief as long as this does not disrupt the classroom.

Students may express their beliefs about religion in their homework, artwork and other class work if the expression is germane to the assignment. Such work shall be judged by ordinary academic standards.

While teaching about religious holidays is a permissible part of the educational program, celebrating religious holidays is not allowed in the public schools. School-sponsored programs shall not be, nor have the effect of being, religiously oriented or a religious celebration. School and classroom decorations may express seasonal themes that are not religious in nature.

Music, art, literature or drama programs having religious themes are permitted as part of the curriculum for school-sponsored activities and programs if presented in an objective manner and as a traditional part of the cultural and religious heritage. The use of religious symbols that are part of a religious holiday is permitted as a teaching aid or resource provided that such symbols are displayed as an example of cultural and religious heritage of the holiday and are temporary in nature.

10. **Policy 6175: Migrant Education Program**

Original Adopted Date: 11/18/2009

The Governing Board desires to provide a comprehensive program for students who are migratory that attempts to mitigate the impact of educational disruption, cultural and language barriers, social isolation, health-related problems, and other factors that may inhibit their ability to succeed in school. The district shall make use of available funds to provide supplementary services for students who are migratory.

The Superintendent or designee shall cooperate with the regional migrant service center in outreach and identification of eligible students who are migratory and in the provision of migrant education services. The Superintendent or designee shall also coordinate migrant education services with other programs within the district and with other public agencies that serve migrant workers and their families.

The district shall give first priority for services to students who are migratory who are failing, or are most at risk of failing, to meet state academic standards or have dropped out of school. (20 USC 6394)

The district shall provide services to eligible private school students residing within the district on an equitable basis with participating public school students. (20 USC 7881; 34 CFR 200.87)

The Superintendent or designee shall ensure that each student who is migratory is placed at the appropriate grade level upon enrollment and is provided services in accordance with an individual needs assessment and learning plan.

The Superintendent or designee shall annually report to the Board regarding student performance on statewide assessments of core academic subjects and English language development, as appropriate, for students enrolled in the district's migrant education program. In addition, the Superintendent or designee shall periodically report to the Board regarding the alignment of district services with the needs of students as identified in student needs assessments conducted pursuant to Education Code 54443.1. As necessary, the Board shall seek technical assistance from the migrant education regional service center and/or make changes in the services provided by the district in order to improve student achievement.

Policy 6175: Migrant Education Program

Original Adopted Date: 11/18/2009

The Governing Board desires to provide a comprehensive education program for migrant students that attempts to mitigate the impact of educational disruption, cultural and language barriers, social isolation, health-related problems, and other factors that may inhibit the ability of migrant students to succeed in school.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The Superintendent or designee shall coordinate migrant services with other public agencies that serve migrant workers and their families.

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5141.6 - School Health Services)

(cf. 5147 - Dropout Prevention)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 5149 - At-Risk Students)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Language Learners)

11. Policy 3550: Food Service/Child Nutrition Program

Original Adopted Date: 02/27/2008 | Last Revised Date: 10/19/2022

The Governing Board recognizes that adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and maintain fiscal integrity of the programs in accordance with law.

Each school day, a nutritionally adequate breakfast and lunch shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of two or more hours. A nutritionally adequate breakfast or lunch is one that qualifies for reimbursement under the most current meal pattern for the federal School Breakfast Program or National School Lunch Program.

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

Foods and beverages available through the district's food service program shall:

- 1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease
- 2. Meet or exceed nutrition standards specified in law
- 3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits
- 4. Be served in age-appropriate portions

At the beginning of each school year, the Superintendent or designee shall communicate information related to the district's food service programs to the public through available means, including, but not limited to, the district's website, social media, flyers, and school publications.

The district's food service program shall give priority to serving freshly prepared onsite meals, using whole or minimally processed sustainable foods which are locally grown or produced, including fresh fruits and vegetables, and providing plant-based or restricted diet food options for students.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals, positively impact students' knowledge related to food and nutrition, support the district's nutrition education program, and increase students' consumption of these foods and participation in school meals.

To the extent possible, the school meal program shall be coordinated with the nutrition education program, instructional program for teachers, parents/guardians and food service employees, available community resources, and other related district programs.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

Students shall be allowed adequate time and space to eat meals. (Education Code 49501.5)

To the extent possible, school, recess, and transportation schedules shall be designed to promote participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school cafeterias and facilities for food preparation and consumption.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation and service process.

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food service program meets state and federal nutrition standards for foods and beverages. In addition, the Superintendent or designee shall provide all necessary and available documentation required for the Administrative Review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas as required by CDE.

Policy 3550: Food Service/Child Nutrition Program

Original Adopted Date: 02/27/2008 | Last Revised Date: 10/19/2022 | Last Reviewed Date: 10/19/2022

The Governing Board recognizes that adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and maintain fiscal integrity of the programs in accordance with law.

Foods and beverages available through the district's food service program shall:

- 1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease
- 2. Meet or exceed nutrition standards specified in law
- 3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits
- 4. Be served in age-appropriate portions
- 5. Be provided at no cost to students who request a meal

At the beginning of each school year, the Superintendent or designee shall communicate information related to the district's food service programs to the public through available means, including, but not limited to, the district's web site, social media, flyers, and school publications.

The district's food service program shall give priority to serving unprocessed foods and fresh fruits and vegetables.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals and to support the district's nutrition education program.

To the extent possible, the school meal program shall be coordinated with the nutrition education program, instructional program for teachers, parents/guardians and food service employees, available community resources, and other related district programs.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

Students shall be allowed adequate time and space to eat meals. To the extent possible, school, recess, and transportation schedules shall be designed to promote participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school cafeterias and facilities for food preparation and consumption.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation and service process.

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition

programs and the extent to which the district's food service program meets state and federal nutrition standards for foods and beverages. In addition, the Superintendent or designee shall provide all necessary and available documentation required for the Administrative Review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas as required by the CDE.

12. Policy 3551: Food Service Operations/Cafeteria Fund

Original Adopted Date: 02/27/2008 | Last Revised Date: 12/20/2023

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

At the Board's discretion, district funds other than the cafeteria fund may be used for the purchase of school meals.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

Meal Sales

Each school day, a nutritionally adequate breakfast and lunch shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of two or more hours. After such school meals have been made available to a student, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431, 49501.5)

As permitted by law, adult meals and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49431, 49501.5)

Meals may be sold to district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are authorized by the Superintendent or designee to be on campus. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

Cafeteria Fund and Account

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

Procurement of Foods, Equipment, and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

The district's food service program shall give priority to serving freshly prepared onsite meals, using whole or minimally processed sustainable foods which are locally grown or produced, including fresh fruits and vegetables, and to providing plant-based or restricted diet food options for students.

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, the quality of the domestic product is inferior to the quality of the nondomestic product, or the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception for three years from the date of purchase. (Food and Agriculture Code 58596.3)

Furthermore, the district shall accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price for domestic product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

Policy 3551: Food Service Operations/Cafeteria Fund

Original Adopted Date: 02/27/2008 | Last Revised Date: 12/20/2023 | Last Reviewed Date: 12/20/2023

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

Meal Sales

Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49501.5)

Meals may be sold to district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are authorized by the Superintendent or designee to be on campus. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

Cafeteria Fund and Account

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, the quality of the domestic product is inferior to the quality of the nondomestic product, or the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception for three years from the date of purchase. (Food and Agriculture Code 58596.3)

Furthermore, the district shall accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price for domestic product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

13. Policy 3553: Free And Reduced Price Meals

Original Adopted Date: 02/27/2008 | Last Revised Date: 10/19/2022

The Governing Board recognizes that adequate nutrition is essential to the development, health and well-being, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of all students in the district's food service program.

Each school day, the district shall make available, free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch for any student who requests a meal. (Education Code 49501.5)

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

To provide optimal nutrition and ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a. The Superintendent or designee shall submit an application to operate a federal universal meal provision to the California Department of Education (CDE) on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564.3)

The Superintendent or designee shall ensure that meals served under the school nutrition program meet applicable state and/or federal nutritional standards, as specified in law and district-adopted guidelines.

The Board shall approve, and shall submit to CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals are not treated differently from other students and that meets other requirements specified in Education Code 49557.

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be disclosed except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

The Board authorizes designated employees to use records pertaining to an individual student's eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

- 1. Disaggregation of academic achievement data
- 2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576
- 3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist that other educational agency in ensuring that the student continues to receive school meals

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding

formula (LCFF) calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the LCFF and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. The Superintendent or designee also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

Policy 3553: Free And Reduced Price Meals

Original Adopted Date: 02/27/2008 | Last Revised Date: 10/19/2022 | Last Reviewed Date: 10/19/2022

The Governing Board recognizes that adequate nutrition is essential to the development, health and well-being, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of all students in the district's food service program.

Each school day, the district shall provide, free of charge, a nutritionally adequate breakfast and lunch for any student who requests a meal. (Education Code 49501.5)

To provide optimal nutrition and ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a. The Superintendent or designee shall submit an application to operate a federal universal meal provision to the California Department of Education (CDE) on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564.3)

The Superintendent or designee shall ensure that meals served under the school nutrition program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

The Board shall approve, and shall submit to CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals are not treated differently from other students and that meets other requirements specified in Education Code 49557.

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be disclosed except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

The Board authorizes designated employees to use records pertaining to an individual student's eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

- 1. Disaggregation of academic achievement data
- 2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576
- 3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist that other educational agency in ensuring that the student continues to receive school meals.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula (LCFF) calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the LCFF and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. The Superintendent or designee also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

14. Policy 3555: Nutrition Program Compliance

Original Adopted Date: Pending

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate on any basis prohibited by law.

Compliance Coordinator

The Board shall designate a compliance coordinator for nutrition programs, who may also be the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures, to ensure compliance with the laws governing the district's nutrition programs.

The responsibilities of the compliance coordinator include, but are not limited to:

- Providing the name of the compliance coordinator, the Section 504 coordinator, and Title IX coordinator, if different from the compliance coordinator, to the California Department of Education (CDE) and other interested parties
- 2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff
 - The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.
- 3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs
- 4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants
- 5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below
- 6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency
- 7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities
- 8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet
- 9. Implementing procedures to process and resolve civil rights complaints, including alleged discrimination on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, or disability, and program-related complaints, including maintaining a complaint log, working with the appropriate person to resolve any complaint, and referring the complainant to the appropriate state or federal agency when necessary
- 10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

Notifications

The compliance coordinator shall ensure that the U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster, or a substitute poster approved by USDA's Food and Nutrition Service, is displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The compliance coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their rights and responsibilities and steps necessary to participate in the nutrition programs, including program requirements and program availability. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be filed anonymously or by a third party.

In addition, the compliance coordinator shall ensure that all forms of communication available to the public regarding program availability shall contain, in a prominent location, the most current version of the nondiscrimination statement provided by USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district.

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude items such as cups, buttons, magnets, menus, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, as provided by USDA, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints of Discrimination

A complaint alleging discrimination in the district's nutrition program(s) on the basis of race, color, national origin, sex, sexual orientation, gender identity, age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at any of the following: (5 CCR 15582)

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

Phone: (866) 632-9992, (800) 877-8339 (Federal Relay Service - English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish)

Fax: (833) 256-1665 or (202) 690-7442

Email: program.intake@usda.gov

Complaints of discrimination on any other basis shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

Complaints Regarding Noncompliance with Program Requirements

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses in relation to any child nutrition program specified in Education Code 49550-49564.5 shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints against a program operator that is not an educational agency shall be filed with or referred to CDE. (5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

Complaints may be filed by a student or the student's duly authorized representative by phone, email, or letter. The

complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

- 1. A statement that the district has violated a law or regulation relating to its child nutrition program
- 2. The facts on which the statement is based
- 3. The name of the district or the school against which the allegations are made
- 4. The complainant's contact information
- 5. The name of the student if alleging violations regarding a specific student

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

OPTION 1: (No appeal permitted)

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 60 days of the district's receipt of the complaint. (5 CCR 15583; 5 CCR 4631)

OPTION 1 ENDS HERE

OPTION 2: (Appeal permitted)

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 30 calendar days of the district's receipt of the complaint. If the complainant is dissatisfied with the compliance coordinator's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board shall consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered pursuant to 5 CCR 4631. When required by law, the matter shall be considered in closed session. The Board may decide not to consider the complaint, in which case the coordinator's decision shall be final.

If the Board considers the complaint, the Board's decision shall be sent to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

OPTION 2 ENDS HERE

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. (5 CCR 4632)

15. Policy 5126: Awards For Achievement

Original Adopted Date: 02/27/2008

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, artistic, extracurricular, athletic, and community service activities.

No fee or other cost shall be charged to any student in relation to any requirements in qualifying for or receiving any district achievement awards.

District/School Awards

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or monetary gift. The Board shall establish a budget for this purpose. (Education Code 44015)

The Superintendent or designee shall develop criteria for the selection of student award recipients.

Status: DRAFT

Board Policy Manual Galt Joint Union Elementary School District

Status: ADOPTED

Policy 5126: Awards For Achievement

Original Adopted Date: 02/27/2008 | Last Reviewed Date: 02/27/2008

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for unique or exemplary achievements in academic, extracurricular or community service activities. The purpose of such awards shall be consistent with school goals.

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque or cash gift.

The Superintendent or designee shall develop procedures for the appropriate selection of student award recipients.

16. Policy 4111/4211/4311: Recruitment And Selection

Origianl Adopted Date: 02/27/2008

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among district employees.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and maintain appropriate hiring procedures to identify the best possible candidates for a position. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential and consistent with law.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant (except bus drivers) based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, and mentoring, additional compensation, and/or

Policy 4111/4211/4311: Recruitment And Selection

Original Adopted Date: 02/27/2008

The Governing Board desires to employ the most highly qualified and appropriate person available for each open position in order to improve student achievement and efficiency in district operations.

(cf. 4000 - Concepts and Roles)

(cf. 4100 - Certificated Personnel)

(cf. 4200 - Classified Personnel)

(cf. 4300 - Administrative and Supervisory Personnel)

The Superintendent or designee shall recruit candidates for open positions based on an assessment of the district's needs for specific skills, knowledge and abilities. He/she shall develop job descriptions that accurately describe all essential and marginal functions and duties of each position, and shall disseminate job announcements to ensure a wide range of candidates.

The Superintendent or designee shall develop selection procedures that identify the best possible candidate for each position based on screening processes, interviews, observations and recommendations from previous employers. He/she may establish an interview committee, as appropriate, to rank candidates and recommend finalists. All discussions and recommendations shall be confidential in accordance with law.

During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. No inquiry shall be made with regard to any category of discrimination prohibited by state or federal law.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

(cf. 4112 - Appointment and Conditions of Employment)

(cf. 4112.2 - Certification)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

(cf. 4212 - Appointment and Conditions of Employment)

(cf. 4312.1 - Contracts)

Recruiting Incentives for Teachers

Contingent upon available funding, the Superintendent or designee may provide incentives to recruit credentialed teachers to teach in any district school ranked in the bottom half of the state Academic Performance Index. Such incentives may include, but are not limited to, signing bonuses, improved work conditions, teacher compensation or housing subsidies. (Education Code 44735)