

**BOARD OF EDUCATION REGULAR BOARD MEETING
GUSTINE UNIFIED SCHOOL DISTRICT
1500 MEREDITH AVENUE
GUSTINE, CA 95322
WEDNESDAY, JUNE 8, 2016
6:00 P.M.**

I. CALL TO ORDER – 6:00 p.m.

A. The public may comment on any closed session agenda item.

B. ROLL CALL

Mrs. Pat Rocha, President

Mrs. Crickett Brinkman, Clerk

Mrs. Linetta Borrelli, Board Member

Mr. Ernie Longoria, Board Member

Mrs. Loretta Rose, Board Member

II. CLOSED SESSION – 6:00 p.m.

A. Student Discipline
(none)

B. Personnel – Public Employee Resignation, Discipline, Dismissal, Release,
Employment

C. Conference with Labor Negotiator Bill Morones, Superintendent – GRТА/CSEA
(Govt. Code 54954.5 (f) pursuant to Govt. Code 54957.6)

D. Conference with Legal Counsel/Consultant (Govt. Code 54956.9)
1. Machado Property
2. Mobile Home in Santa Nella

III. RECONVENE TO OPEN SESSION – 7:00 p.m.

A. PLEDGE OF ALLEGIANCE

B. REPORT FROM CLOSED SESSION

C. REVISION/ADOPTION/ORDERING OF AGENDA

D. DISABILITY-RELATED MODIFICATIONS

Request for any disability-related modification or accommodation, including auxiliary aids or services in order to participate in the public meeting, may be made by contacting the Gustine Unified School District Office at (209) 854-3784 at least four (4) days prior to the scheduled meeting. Agendas and other writings may also be requested in alternative formats, as outlined in Section 12132 of the Americans With Disabilities Act.

IV. REPORTS AND PRESENTATIONS

- A. Employee Recognition
- B. GES Reading Intervention Presentation
- C. Student Report
- D. Board Reports
- E. Staff Reports
- F. Superintendent Report

V. CONSENT AGENDA

Items under Consent are considered as a group. Only one motion is necessary to approve these items. Consent items are of a routine nature and for which the Superintendent recommends approval. In accordance with the law, the public has a right to comment on any agenda item. At the request of any member of the Board, any item of the Consent Agenda shall be removed and given individual consideration for action as a regular action item on the agenda.

A. Personnel

- 1. Mendonca, Michael – Resignation, Assistant Varsity Football Coach
- 2. Mendonca, Michael – Resignation, Co-Head Coach, Varsity Baseball
- 3. Dimple, Jessica – Resignation, GES Teacher
- 4. Walker, Daniel – Resignation, GHS Math Teacher
- 5. Perriera, Lisa – Resignation, GMS Teacher
- 6. Gomez, Sara – Resignation, GHS Secretary
- 7. Rocha, Mary – Resignation, GES Instructional Aide and Yard Supervisor
- 8. Komos, Michelle – Resignation, GUSD School Nurse
- 9. Casale, Courtney – Resignation, GMS 1-1 Instructional Aide
- 10. Rowan, Catherine – Resignation, GHS Instructional Aide (temporary)
- 11. Borba, Kingsley – Hire GHS Athletic Director
- 12. Gomez, Sara – Hire Superintendent's Secretary, GUSD
- 13. Bettencourt, Manuel – Hire GHS Varsity Baseball Coach
- 14. Borba, Kathleen – Hire JV Volleyball Coach, GMS
- 15. Flores, Estela – Hire Varsity Volleyball Coach, GMS
- 16. Flores, Selenee – Hire Varsity Volleyball Coach (Volunteer Assistant), GMS
- 17. Luna, Cecilia Gamboa – Hire JV Volleyball Coach (Volunteer Assistant), GMS
- 18. Estabillo, Jeremy – Hire JV Girls Basketball Coach, GMS
- 19. Estabillo, Jeremy – Hire Varsity Boys Basketball Coach, GMS
- 20. Tovar, Oscar – Hire JV Boys Basketball Coach, GMS
- 21. Taylor, Kim – Hire GMS Athletic Director
- 22. Taylor, Kim – Hire GMS Track Coach
- 23. Taylor, Kim – Hire Varsity Girls Basketball Coach
- 24. Wojinski, Natalie – Hire Social Science Teacher, GHS
- 25. Segoviano, Desirae – Hire Cafeteria Lead, GHS
- 26. Vargas, Elizabeth – Hire Cafeteria Lead, GMS
- 27. Mees, Dawn – Hire Cafeteria Lead, GES
- 28. McDonald, Gabriela – Hire Cafeteria Lead, RES
- 29. Ruiz, Alondra Molina – Hire Spanish Teacher, GHS

B. Minutes

1. Regular Meeting, May 11, 2016
2. Special Meeting, May 19, 2016

C. Yearly Renewals

1. MCOE Media Services Contract Renewal, \$7,212
2. School Innovations & Achievement – Mandate Reimbursements, District/Site Agreements
3. CSBA Membership

D. Donations

1. Anthony Peters Trucking, \$250 to GHS for Color Run
2. Gustine Rotary Club, \$250 to GHS for Color Run
3. Target, \$50 to GES for Student Recognition
4. Saputo Dairy Foods, \$21,457 to GHS Athletics for New Gym Scoreboard and Table

VI. INFORMATION

A. LCAP

VII. COMMUNICATION FROM THE PUBLIC

Members of the public may bring before the Board matters that are not listed on the agenda. The Board may refer such a matter to the Superintendent or designee or take it under advisement, but shall not take action at that time. Comments will be accepted during this time concerning any action item on the agenda. The Board will consider all comments prior to taking action on the item as listed on the agenda in the Action Item section. (Gov. Sec. 54954.3) Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item (BP 9323).

VIII. ACTION

A. Warrants

B. Order of Election for 2016 Governing Board Elections

C. Education Protection Account, Resolution #2015/16-14

D. Single Plan For Student Achievement (SPSA) – GES, RES, GMS

E. Technology Purchase for GHS

F. Technology Purchase for RES

G. Technology Purchase for GES

H. Contracted Janitorial Services

I. Approval for Ag Incentive Grant, Perkins Grant, and Career Technical Education Grant for GHS

VIII. Action (cont'd)

- J. Cheer Camp Overnight Trip Request
- K. Geotechnical Engineering and Geologic Hazard Study Proposals for GHS
(Technicon Engineering Services)
- L. The Art and Science of Teaching, Teacher Professional Development Consultant
Contract
- M. Title III
- N. Public Hearing – AB 1200 Disclosure of Salary Increases for Confidential
Management-Administrator-Superintendent Group
- O. GUSD/Confidential Management-Administrator-Superintendent Group Salary
Increases for 2015/16
- P. C.T. Brayton & Sons Contract
- Q. Measure P Projects Inspector Contract
- R. LCAP 2016/17, Public Hearing
- S. Budget Adoption 2016/17, Public Hearing
- T. Adopt and Purchase McGraw-Hill, Study Sync ELS/ELD Curriculum for GUSD
Grades 6-8
- U. Adopt and Purchase Benchmark Education, Benchmark Advance English Language
Arts/English Language Development Curriculum to TK-5
- V. Adopt Eureka Math and use Office Depot to copy materials for Eureka Math for
GUSD TK-8th grade
- W. FFA Technology Purchase

IX. ADVANCED PLANNING

- A. Special Board Meeting, Budget Adoption, June 22, 2016, 5:00 p.m.
- B. Regular Board Meeting, August 10, 2016, 6:00 p.m. (No July Meeting)

X. ADJOURN TO CLOSED SESSION (If needed)

XI. RECONVENE TO OPEN SESSION

XII. REPORT FROM CLOSED SESSION

XIII. ADJOURNMENT

**REPORTS AND
PRESENTATIONS**

Administrative Report to the Gustine Unified School District

June 2016

Name: Bill Parks / Peter Duenas

Position: Principal / Assistant Principal

School Site: Gustine Elementary School

Attendance: 94%

School Enrollment: K-5 - 589

MONTHLY HIGHLIGHTS:

- Over 45 reclassified students were honored on May 31st during a special reclassification ceremony. Our cafeteria was filled with a great number of very proud families. A special thank you goes to Cathy Filippini who actively facilitated this special event and to our staff who greatly assisted student growth.
- Under the coaching of teacher Charlie Kothenbeutel, our students attended the annual Romero Games and came home with the Second Place Trophy. Kudos to Lisa Filippini and her staff for holding this annual event.
- The last week of school has been filled with energy as our teachers recognize and celebrate the growth of our students. Our annual Pride Rally assemblies held on June 2nd and June 3rd provided a great opportunity to recognize **Perfect Attendance, Reading Medal accomplishment, Physical Fitness Awards, Presidential Academic Awards, and Honor Roll/Scholarship Awards**. Mrs. Kathie Borba recognized the winner of the annual **Native Sons of the Golden West Essay**.
- Mr. Peter Duenas has completed preparations for the 2016 Summer School Program as the students prepare for the first day of instruction on June 7th.
- Many of our Kindergarten students who were able to read the 100 identified high frequency words received newly adopted GES High Frequency T-Shirt (with the high frequency words written on the shirt).
- Mr. Stephen Stow's 3rd grade classroom offered a special assembly to all our students focusing on deaf/hard of hearing awareness. This well-received June 1st assembly offered the ABC's in sign language and a performance of the Three Little Pigs.

Administrative Report to the Gustine Unified School District

June 2016

Name: Peter Duenas

Position: Assistant Principal

Summer School Update:

Dates: June 7 – June 30, Monday to Thursday

Time: 7:45 -1:15 Teachers

Time: 8:00 – 1:00 Students

Sweet Program: Students Who Experience Engineering and Technology

Mrs. Coffey

Summer School is staffed and ready to go. School begins on June 7, 2016. There are 110 student recommendations for GES, 70 students for RES, and 70 students for GMS. The teachers will focus on continuing to strengthen the common core standards in Language Arts and Eureka Math. The teachers have been instructed to incorporate science into their daily lessons and to make the students summer school experience fun and memorable. The SWEET academy is in its second year and will focus on magnets and levitation.

Administrative Report

Gustine Unified School District Board of Education

Name: Lisa Filippini

Position: Principal

School Site: Romero Elementary

School Enrollment: 264

Date: June 2, 2016

We finished out the school year strong at RES. The Lip Sync was a success as was Field Day and the Awards Ceremony.

This year, of course, was bitter-sweet for me as it will be my last at RES. I have truly enjoyed my time at Romero; I have met wonderful students and wonderful families during my tenure. The teachers at Romero are phenomenal; I will miss their enthusiasm and genuine love for their students. Although Romero was not where I thought I would begin my administrative career, it became obvious almost immediately, that this was where I needed to be. I will treasure the memories made; and I know I am a better administrator and person for having the experience of being part of the Romero Family.

I am looking forward to the challenge of a new site; getting to know the students, families, and staff. I know together as a team we will ensure academic, social and emotional success for our students. GES will be the place that other parents are talking about; we will stand out as a school that promotes and delivers superior instruction, student growth in academics, social and emotional skills, and a school community that is family orientated and is welcoming, respectful and kind to all.

Have a wonderful and restful summer!

Director's Report to the Gustine Unified School District
Board of Education

Name: Cheryl Pometta

Position: Transportation Director

Date: 6/2/16

MONTHLY HIGHLIGHTS

What a year this has been for our department. I don't think we have had a year quite this crazy before.

Our drivers are the best, they were always up for whatever I needed them to do, and they did it with a great attitude. I love them all, I could not do this every day without this group of people to work with.

UPCOMING EVENTS/GOALS

Enjoy my summer!!!!
It will go by way too fast.

DIRECTOR'S REPORT TO THE GUSTINE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Name: Russell Hazan

Position: Director of Maintenance and Operations

Date: 6/8/16

MONTHLY REPORT

With graduation setup, preparing for Measure P projects, and maintenance summer projects this month has proven to be the busiest month for the maintenance department.

We received our new turf renovation implement and will be using it in the coming month. I am very excited to see the transformation in our playing fields throughout Gustine Unified School District, especially Gustine Middle School.

Romero Elementary School:

- Set up for Romero games
- Weed abatement
- Basic maintenance and work order completion as needed

Gustine Elementary School:

- Repaired HVAC unit
- Repaired playground fall surface
- Weed abatement
- Basic maintenance and work order completion as needed

Gustine Middle School:

- Set up for graduation
- Clear brush
- Repair broken toilets in the C wing bathroom
- Weed abatement
- Basic maintenance and work order completion as needed

Gustine High School:

- Set up for graduation
- Emergency lighting maintenance
- Remove storage from the locker rooms
- Prepped baseball field
- Weed abatement
- Basic maintenance and work order completion as needed

CONSENT AGENDA

MINUTES

**MINUTES OF THE SPECIAL MEETING GOVERNING BOARD
GUSTINE UNIFIED SCHOOL DISTRICT
May 19, 2016**

TIME AND PLACE

The special meeting of the Gustine Unified School District Board of Education was held on Thursday, May 19, 2016. The meeting was held in the Board Room, 1500 Meredith Avenue, Gustine, California.

CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Board President Pat Rocha. The Board went into Closed Session and reconvened to Open Session at 5:30 p.m.

BOARD MEMBERS PRESENT

Mrs. Pat Rocha, Board President, Mrs. Loretta Rose, Mrs. Linetta Borrelli, Mr. Ernie Longoria. Mrs. Crickett Brinkman was absent.

REPORT FROM CLOSED SESSION

Nothing to report.

APPROVAL OF AGENDA

Mrs. Rose made a motion to approve the agenda as presented, seconded by Mrs. Borrelli. Motion carried, 4-0.

COMMUNICATION FROM THE PUBLIC

None.

CONSENT AGENDA

Mr. Longoria made a motion to approve the Consent Agenda as presented, seconded by Mrs. Borrelli. Motion carried, 4-0.

ACTION ITEMS

A. Adidas Agreement for GHS – Mr. Morones explained that at the last Board meeting, Adam Cano gave a brief presentation about a potential Adidas agreement with GHS for uniforms and spirit wear. Mr. Cano has been in contact with the Adidas Team representative Megan Curry regarding what the agreement would look like. Adidas is providing substantial discounts for uniforms and spirit wear. Mr. Cano said at GHS they have begun planning for ordering uniforms for the upcoming season, starting with girls' volleyball. Adidas has provided a 40 percent discount in addition to giving GHS one free uniform. Mr. Cano discussed additional merchandise that Adidas will be offering and he explained that all of the promotions from Adidas have nothing to do with the mascot and they are not requiring that we change anything. They simply want to have their brand and product on our campus. There is a 30 day cancellation clause if GHS or the District is unhappy with their services. Mr. Longoria made a motion to approve the Adidas Athletic Agreement with GHS, seconded by Mrs. Borrelli. Motion carried, 4-0.

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May 19, 2016

ADJOURNMENT

Mr. Longoria made a motion to adjourn the meeting, seconded by Mrs. Rose. Motion carried, 4-0. Meeting adjourned at 5:46 p.m.

APPROVED AND ADOPTED

Crickett Brinkman, Clerk

**MINUTES OF THE REGULAR MEETING GOVERNING BOARD
GUSTINE UNIFIED SCHOOL DISTRICT
May 11, 2016**

TIME AND PLACE

The regular meeting of the Gustine Unified School District Board of Education was held on Wednesday, May 11, 2016. The meeting was held in the Board Room, 1500 Meredith Avenue, Gustine, California.

CALL TO ORDER

The meeting was called to order at 6:00 p.m. by Board President Pat Rocha. The Board went into Closed Session and reconvened to Open Session at 7:15 p.m.

BOARD MEMBERS PRESENT

Mrs. Pat Rocha, Board President, Mrs. Crickett Brinkman, Mrs. Loretta Rose, Mrs. Linetta Borrelli, Mr. Ernie Longoria.

REPORT FROM CLOSED SESSION

Regarding Expulsion Case No. 2015/16-07, the Board voted unanimously to uphold the decision of the Administrative Hearing Panel to suspend the expulsion.

APPROVAL OF AGENDA

Mr. Longoria made a motion to approve the agenda as presented, seconded by Mrs. Borrelli. Motion carried, 5-0.

REPORTS AND PRESENTATIONS

A. Employee Recognition – Superintendent Morones presented a Certificate of Appreciation to Louis Estacio, Maintenance/Custodian at Romero Elementary School, for all of his efforts at RES. Louis built a garden on the school grounds for students, he volunteers for extra activities and does many other things around the campus to help students and staff.

Mr. Morones also presented a Silver Apple to Florence Oliveira upon her retirement after 25 of service in the Food Service Department at GUSD.

B. Student Report – Meg Abdallah presented her report of activities at Gustine High School.

C. Board Reports – Mr. Longoria said he attended the Special Board Meeting on April 18th; he attended the MCSBA dinner in Winton on April 27th; he attended the softball game on Monday and was just informed that both the boys and girls teams have made it into the playoffs. He thanked GUSTO for taking care of our college-bound students by awarding over \$50,000 in scholarships.

Mrs. Rose attended both days of the GHS Every Fifteen Minutes Program; she attended the GHS Drama production; she went to the AALRR Conference at Shell Beach with Mrs. Rocha and Mr. Morones which was very informative. She helped put together the MCSBA dinner in Winton; she participated in the Parent Volunteer Meeting (a Subcommittee of the Board) and attended the GUSTO Scholarship awards night.

Mrs. Brinkman said Kristy Killough did a great job coordinating the Every Fifteen Minutes Program at GHS. She attended the MCSBA dinner and extended congratulations to all GUSTO scholarship recipients.

Mrs. Borrelli attended the MCSBA dinner in Winton. She said she did the makeup for the Every Fifteen Minutes program at the high school and was very impressed with the students involved in the program.

Mrs. Rocha also attended the Every Fifteen Minutes program and was very impressed with the main speaker this year – she made quite an impression on everybody and it was certainly a shock to see how it ended (the speaker was an actual prison inmate incarcerated for her involvement in a DUI accident.) Mrs. Rocha said she attended the Shell Beach Conference sponsored by the District's law firm. She also attended the MCSBA dinner as well as the GUSTO awards. She attended the GHS Drama Club presentation of "And Then There Were None," which she thoroughly enjoyed.

D. Staff Reports – Mr. Bunch said GMS is getting ready for the end of the year activities. Sixth Grade Camp was successful and GMS also had a great showing at the Merced County Fair by students who participated, especially Aubrey Hazan who did very well with her market animal. Eighth graders are heading to Great America on May 16th.

Mr. Parks at Gustine Elementary School said he hopes everyone can come to GES for Kite Day on Friday, May 13th. He particularly wanted to thank Transportation Director Cheryl Pometta and her staff for making sure buses are available for upcoming field trips which are important for students. Mr. Parks advised that GES has 65 students who will be redesignated this year and on May 31st starting at 1:30 p.m. in the GES cafeteria those students will be recognized for their achievements. He thanked Cathy Filippini for all of her efforts in making this possible for so many students.

Dr. Petrone said GHS has two students who have been accepted into the Armstrong Scholars Program through Nature Bridge in Yosemite. They will be participating in a back country trip in Yosemite National Park where they will work on leadership skills as well as academic components. Dr. Petrone also advised that GHS has five students who are finalists for the ARC (Adventure Risk Challenge) which is a 40-day course in Yosemite – only twelve students are selected from the entire Central Valley.

Mrs. Filippini said the RES Open House/Science Fair is May 12th and the 20th anniversary of the Romero Games is coming up on May 20th. Mr. Mike McKilligan will be participating (he is a former Principal at RES). Mrs. Filippini said she wanted to publicly thank "Mr. Louis" who is much more than their custodian/maintenance person at Romero. "He's our gardner, he's our you-name-it, Louis does it. He also volunteered to go on a field trip if we don't have enough chaperones. Thank you, Mr. Louis."

Mrs. Pometta said her department is struggling to get everything done – getting students to and from school, athletic events, and field trips. She thanked her staff for their hard work.

Mr. Cano offered congratulations to baseball and softball teams for making the playoffs. He thanked teachers and students for participating in the Valley Children's Hospital fundraising effort. Mr. Cano also advised that GHS has received a check from Saputo for upgrading the gym scoreboards and will be scheduling a ribbon-cutting ceremony when the project is completed. He publicly acknowledged and thanked Sara Lopes for her work on this project. Mr. Cano said that June 1st is Pioneer High School graduation and 21 students are graduating this year. He thanked Manuel Bettencourt and Mrs. Hellner for all their hard work with PHS students. He said the GHS sponsored Color Run will be held July 2nd and will kick off the 4th of July activities. GHS is sponsoring the event with the West Side Health Care Task Force partnering with the City of Gustine to promote health and wellness throughout the Westside. Mr. Cano mentioned the Adidas Three Strike Grant and said it has no ties to a Native American logo. It is a promotion for schools to save money and he hoped the Board would make the decision to go forward with it so GHS can save money on uniforms and spirit wear.

Mr. Duenas at GES said that Summer School will run from June 6th to June 30th at GES, GMS and GHS. He thanked Kim Medeiros for bringing the SWEET Program back for students at summer school. Mr. Duenas supervised at 6th grade camp and said it was a great experience for students.

E. Financial Report – Lizett Aguilar provided the monthly financial report which reflects an actual ending cash balance for March 2016 of \$4,479,304.

F. Attendance Summary – Lizett Aguilar provided in the Board packet the GUSD Attendance Summary and Comparison which reflects that Romero Elementary School had the highest attendance rate for month 9 of the reporting period.

G. Superintendent Report – Mr. Morones complimented the staff at GHS for the great job putting together the Every Fifteen Minutes Program. He said that statistics show that it's now "every 36 minutes" that someone is killed or injured as a result of a drunk driving incident, so he feels the program is making an impact. He attended the AALRR Conference at Shell Beach with Board members Pat Rocha and Loretta Rose and said the programs were very relevant to what GUSD is doing now. He said the District recently conducted a Professional Development day with all teachers and administrators. The program is "The Art and Science of Teaching," with the focus on building and maintaining effective relationships with teachers, administrators and students. Mr. Morones said GUSD will continue to create a comprehensive model for all of our sites and teachers. On April 26th Mr. Morones, along with site Principals and their secretaries, attended the ACSA dinner honoring Administrative Professionals at the Merced Country Club which was a great event. He attended the MCSBA dinner in Winton. He also attended the May Day Fair for the first time and said the students did an amazing job showing their livestock. Mr. Morones, along with District staff, participated in a job fair and he said we've been able to recruit some outstanding teachers. He attended the GUSTO Scholarship awards and was very impressed that students received over \$50,000 in scholarships donated by individuals and businesses in the community.

CONSENT AGENDA

One noted change is that Consent Agenda Item A-2, Christine Bobbitt is a retirement, not a resignation. Mrs. Rose made a motion to approve the Consent Agenda as amended, seconded by Mr. Longoria. Motion carried, 5-0. Mr. Morones acknowledged the hiring of our new Principal for Romero Elementary School, Terry Souza, (effective July 1, 2016) and welcomed her to the District.

INFORMATION

A. Measure P Update – Mitch McAllister provided an update on the status of Measure P Projects.

B. Michele Jones and Donna Torres from RES gave a presentation on the Reading Intervention Program at Romero.

C. LCAP Report – Kim Medeiros provided an update and presented information to the Board on the LCAP.

COMMUNICATION FROM THE PUBLIC

None.

ACTION ITEMS

A. Warrants – Mrs. Rocha said that a separate vote would be taken on PV 160777 for Mrs. Rose. Mr. Longoria made a motion to approve the warrants, excluding PV 160777, seconded by Mrs. Rose. Motion carried, 5-0. Mrs. Borrelli made a motion to approve PV 160777 (to Mrs. Rose), seconded by Mrs. Brinkman. Motion carried, 4-0, 1 abstention (Mrs. Rose).

B. FFA Overnight Trip Request – Dairy Judging Team to Western National Holstein Show in Richmond, Utah -- May 17, 18, 19, 2016 – Mrs. Brinkman made a motion to approve the FFA Dairy Judging Team's trip to Utah, seconded by Mrs. Rose. Motion carried, 5-0.

C. GRTA/GUSD Tentative Agreement – Mr. Morones presented the GRTA/GUSD Tentative Agreement for Board approval. He said the Tentative Agreement is for the 2015/16 and 2016/2017 school years and reflects a five percent salary increase for 2015/16 retroactive to January 1, 2016 and a five percent salary increase on July 1, 2016 for the 2016/17 school year. Mrs. Brinkman made a motion to approve the GRTA/GUSD Tentative Agreement, seconded by Mrs. Borrelli. Motion carried, 5-0.

D. Disclosure Statement of Proposed Agreement with GRTA/Public Hearing – Mrs. Rocha opened the Public Hearing at 9:17 p.m. There being no comments, the Public Hearing was closed at 9:18 p.m.

E. C.T. Brayton & Sons, General Engineering and Building Contractors – Acceptance of C.T. Brayton as Contractor for Bond Construction Projects – Mr. Morones advised that there has been no formal documentation found indicating that the Board formally approved C.T. Brayton & Sons as the contractor for Measure P construction projects. Former Superintendent Ron Estes has assured Mr. Morones that C.T. Brayton & Sons was selected during the Special Board meeting on June 10, 2015, following interviews of all contractor applicants. Maintenance Director Russell Hazan confirmed that was his recollection as well. After further discussion, Mr. Longoria made a motion to approve the acceptance of C.T. Brayton & Sons, General Engineering and Building Contractors, as the District Contractor for Bond Construction Projects, seconded by Mrs. Borrelli. Motion carried 4-0-1 (Mrs. Rose opposed).

F. C.T. Brayton & Sons Proposal for GHS Stadium Repairs – Mr. Morones indicated that safety concerns at the GHS stadium (brought to the Board’s attention by a visiting guest following last year’s graduation ceremony) resulted in the need for this repair project. The work will be completed in the next two weeks. Mrs. Rose said she would like to have had this issue brought to the Board prior to the start of the project. Mrs. Brinkman made a motion to approve the payment of \$82,698 to C.T. Brayton & Sons, seconded by Mrs. Borrelli. Motion carried, 5-0.

G. CIF School Representatives to Leagues – Mrs. Brinkman made a motion to approve the annual CIF School Representatives to Leagues, seconded by Mr. Longoria. Motion carried, 5-0.

H. Amendment to the GHS Senior Contract for 2016 – Dr. Petrone advised that the Senior Class at GHS is requesting that they be allowed to personalize their graduation caps again this year. He said that protocols have already been established by GHS administration from the previous year. Mrs. Rocha requested that any requests to amend the GHS Senior Contract be brought to the Board on a yearly basis. Mr. Longoria made a motion to approve the request to amend the GHS Senior Contract to allow seniors to decorate their graduation caps, seconded by Mrs. Brinkman. Motion carried, 5-0.

I. Board Panel for Parent Appeals – Report of Meetings and Recommendations – Mr. Morones said according to current Board policy, when a parent volunteer has been denied through the fingerprint process, they have the opportunity to appeal confidentially through a committee of Board members (Mrs. Borrelli and Mrs. Rose). A meeting was recently held with a parent; the Committee recommendation is to deny the request based on the nature of the offense (a felony conviction). Mr. Morones indicated that there is some ambiguity in the Board policy so it will be brought back to the Board for review at a future Board meeting.

J. Superintendent Secretary Job Description – Mr. Longoria made a motion to approve the updated Superintendent’s Secretary Job Description as presented, seconded by Mrs. Borrelli. Motion carried, 5-0.

K. Bus Purchase – Mrs. Pometta indicated that following the timeline for the District’s bus replacement schedule, it is time to order next year’s replacement bus for delivery at the beginning of the next school year. We are able to piggyback (Public Contract Code 20118) from the Bus West proposal that was awarded and extended by Hemet Unified School District from bid number 2014/15-22814 on May 19, 2015. The award expires on June 30, 2016 with a renewable term. Purchase price for the Thomas 84-passenger bus is \$154,802.58. Mrs. Brinkman made a motion to approve the bus purchase, seconded by Mr. Longoria. Motion carried, 5-0.

L. Summer 2016 Maintenance Projects – Mr. Longoria made a motion to approve the summer 2016 maintenance projects as presented by Russell Hazan, with the understanding that this is a partial list. Mrs. Borrelli seconded the motion. Motion carried, 5-0.

IX. ADVANCED PLANNING

A. Regular Board Meeting, June 8, 2016, 6:00 p.m.

B. Special Board Meeting Budget Adoption, June 22, 2016, 5:00 p.m.

ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session at 10:12 p.m.

RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 10:42 p.m.

REPORT FROM CLOSED SESSION

Nothing to report.

ADJOURNMENT

Mr. Longoria made a motion to adjourn the meeting, seconded by Mrs. Brinkman. Motion carried, 5-0. Meeting adjourned at 10:49 p.m.

APPROVED AND ADOPTED

Crickett Brinkman, Clerk

**YEARLY
CONTRACT
RENEWALS**



AGREEMENT FOR MEDIA SERVICES

A Contract between Merced County Office of Education, hereinafter referred to as the **County Superintendent**, and the **Gustine Unified School District**, hereinafter referred to as the **District**.

In consideration of the amount computed below, the County Superintendent will provide services as follows for the **2016-2017** school year (July - June).

1. Provide the district with accounts and access to the following online resources:
 - a) GATE Portal
 - b) California Streaming
 - c) Grolier Online
 - d) Moodle
 - e) Online Media Catalog (L4U)
2. Provide audiovisual learning resources (VHS, DVDs, CDs, etc.) and models, kits, realia, and books.
3. Provide each school site in district with DVD site collection.
4. Provide access to the Teacher Center which includes: poster printers, Ellison Dies, laminator, paper cutters, copier, and includes materials at discounted pricing.
5. Provide the district with access and support for the MCOE and Media Center Computer Lab free of charge.
6. Provide the district with support for setting up electronic learning resource trainings.
7. Provide the district with credentialed Library Services.

The **District** agrees as follows:

1. To inform all staff using instructional materials provided through this contract that duplication of copyrighted material owned and/or licensed by the Merced County Office of Education shall not be permitted beyond the term of this contract (Note: contract can be extended on year to year basis).
2. The District further agrees to transfer to the County Schools Service Fund a sum equal to the rate multiplied by the total ADA of the District as reported on the previous year's P-2 Report.

This contract provides the District and County Superintendent to assess the value of the media services provided and will be reviewed and evaluated prior to the contract termination point to determine what if any modifications may be needed in future contracts.

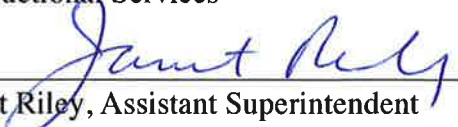
Therefore, the amount to be paid by the District for services for the July - June **2016-2017** school year is computed as follows:

$$1778 \text{ ADA} \times \$4.00 = \$7,112 + \$100 \text{ (delivery)} = \$7,212$$



John Magnuson, Assistant Superintendent
Instructional Services

Date 5/11/16



Janet Riley, Assistant Superintendent
Business Services

Date 5/13/16

Governing Board of
Gustine Unified School District

By: _____
Clerk or Secretary

Date

Budget Code Number:



GOOD GOVERNANCE AND PROGRAM ADVISORY SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT, INC.
And
GUSTINE UNIFIED SCHOOL DISTRICT

THIS AGREEMENT, dated _____, 2016, (the "Agreement") is made by and between Gustine Unified School District ("District"), and School Innovations & Achievement, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties."

RECITALS

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), as well as an assessment of compliance practices in place as it relates to the Mandated Block Grant Program, and SI&A is qualified to perform such services;

WHEREAS, services related to the Mandate Reimbursement Process Program are referred to herein as "MandatePrep® Services"; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing consulting services;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins July 1, 2016 (the "Effective Date") and will automatically expire on June 30, 2019 (the "Expiration Date"). The Agreement period consists of three (3) District fiscal years (July 1, 2016 through June 30, 2017; July 1, 2017 through June 30, 2018; and July 1, 2018 through June 30, 2019) (the "Agreement Period"). Each fiscal year within the Agreement Period is an "Agreement Year."
2. **Services.** SI&A agrees to provide District the following consulting services ("Services") during the Agreement Period:
 - (a) Prepare and file (based on the District's Participation Status in the Mandate Block Grant Program, with information provided by the District):
 - (1) Any applicable prior year reimbursement claims based on program participation;
 - (2) Late and amended reimbursement claims, based on program participation; and

- (3) Newly claimable programs approved by the Commission on State Mandates (“Commission”) if the filing deadline is within the Agreement Period.
- (b) Hold training sessions for District’s staff during the Agreement Period, as necessary or appropriate (as reasonably determined by SI&A);
- (c) Provide access to interactive professional development training sessions for District and school site staff on a variety of essential programs via a web-based training platform;
- (d) Conduct interviews with District staff and document processes regarding mandate programs;
- (e) Provide interim and annual reports on:
 - (1) Program performance;
 - (2) Claim performance for all applicable claims; and
 - (3) Analysis comparing Mandated Program options in preparation for the Districts yearly program election decision.
- (f) Monitor District’s mandated cost tracking systems;
- (g) Research and assist District with data collection for test claims approved by the Commission during the Agreement Period;
- (h) Serve as a liaison with the State Controller’s Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller’s Office;
- (i) Provide representation of District with respect to any State audit of mandate reimbursement claims that were prepared and submitted with SI&A’s assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns; and
- (j) Free access to Cabinet Report. Cabinet Report is an online education-news publication that provides news coverage critical to education practices and administration, our reporting is aimed at an audience of educators, school administrators and policy-makers.

3. **District’s Obligations.**

3.1 **District Responsibilities and Obligations.** District shall be responsible for the following: (a) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and (b) maintaining original supporting documents for a period of four (4) years after the State’s first payment of the claim; and (c) District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District’s personnel to whom SI&A may direct inquiries. District understands and agrees that the results of SI&A’s inquiries,

the documentation obtained from District and other corroborating information may be used by SI&A for filing and/or supporting the reimbursement claims, or responding to audits or investigations.

3.2 **Claim Approval.** Upon presentation of a claim for District's approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct; or (b) provide SI&A with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.

3.3 **For Districts that elect the Mandate Block Grant.** The District acknowledges and agrees that the Good Governance and Program Advisory Services, provided by SI&A, in connection with potential audit matters, consists of providing recommendations and support with forms and back-up documentation collected. It is the District's responsibility to ensure the District's compliance with all mandate block grant requirements.

4. **California False Claims Act.** District acknowledges that reimbursement claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False Claims Act, "knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

5. **Payment of Fees.**

5.1 **Fees.** For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A \$9,900, annually, for the fiscal years 2016/17, 2017/18, and 2018/19 (the "Fee").

5.2 **Payment Plan.** The Fee is payable in annual or semi-annual installments as indicated below. District must clearly mark one payment plan below. If a plan is not clearly identifiable by SI&A, then District agrees to pay the Fee on an annual basis.

3 annual payments due July 1, 2016, 2017 and 2018.

6 semi-annual payments due July 1, 2016, 2017 and 2018, and January 1, 2017, 2018 and 2019.

5.3 **Travel; Lodging Expenses.** If SI&A reasonably determines that travel to District's site is necessary, SI&A and District shall schedule mutually convenient dates and times for such meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.

6. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
7. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated herein by this reference.
8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

DISTRICT:

**SCHOOL INNOVATIONS
& ACHIEVEMENT, INC.**

GUSTINE UNIFIED SCHOOL DISTRICT

Signature: 
 Date Signed: 2/18/2016
 Print Name: Jeffrey C. Williams
 Title: Chief Executive Officer
 Company: School Innovations & Achievement
 Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
 Phone: (800) 487-9234
 Fax: (888) 487-6441

Signature: _____
 Date Signed: _____
 Print Name: _____
 Title: _____
 Address: _____
 Phone: _____
 Fax: _____
 Email: _____

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The Parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Termination.** Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than thirty (30) days prior to expiration of the current Agreement Year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 2.
3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.
4. **Notice.** All Agreement notices must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A Party may change the address stated in the Agreement by giving notice to the other Party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other Party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each Party agrees to defend, hold harmless, and indemnify the other Party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying Party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a Party by reason of any claim or demand discussed in this Section 10, upon notice from the Party, the indemnifying Party shall defend the action or proceeding at the indemnifying Party's expense, through counsel reasonably satisfactory to the other Party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying Party's obligations under this Section 10 shall apply regardless of whether the other Party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other Party.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a Party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both Parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.
15. **Force Majeure.** A Party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other Party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.



**ADDENDUM TO
GOOD GOVERNANCE AND PROGRAM ADVISORY SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And
GUSTINE UNIFIED SCHOOL DISTRICT
SITESERVSM**

THIS ADDENDUM TO GOOD GOVERNANCE AND PROGRAM ADVISORY SERVICES AGREEMENT dated _____, 2016 (the "Addendum"), constitutes a part of that certain Good Governance And Program Advisory Services Agreement (the "Agreement") by and between Gustine Unified School District ("District") and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties". The provisions of this Addendum are hereby incorporated into the Agreement for all purposes. All capitalized terms not otherwise defined in this Addendum are defined by the terms of the Agreement. In the event any provisions of this Addendum conflict with the provision of the Agreement, the provisions of this Addendum shall control.

1. Services are hereby amended to include the development of a site service plan for each site as listed on Attachment A, Designated Sites, and to provide District the following services ("SiteServSM") during the Agreement Period:
 - (a) Two (2) on-site visits for training and advisory sessions at each Designated Site each Agreement Year;
 - (b) Coordinate between District and Designated Sites for data collection;
 - (c) Advise and assist each Designated Site and its personnel to (1) develop a more in-depth understanding of reimbursable costs under the State's mandates, (2) determine the documentation required to substantiate such costs, and (3) meet the school's documentation completion deadlines to enable SI&A to prepare claims for timely submission to the State Controller's Office;
 - (d) Expanded training sessions with SI&A and District which may be held concurrently with District or other Designated Site training sessions. A mutually acceptable schedule will be developed specifying the dates when the training sessions will occur. Since new State mandates not in effect on the Effective Date ("New Mandates") may be authorized during an Agreement Year, SI&A shall incorporate training for New Mandates into SiteServSM if the New Mandates are approved by the State Controller's Office and the filing deadline falls within the Agreement Period; and



SITESERVSM DISTRICT CHECKLIST

District shall complete the following checklist to enable SI&A to best manage District's expectations and preferences.

1. **STAR Testing Window.** Please provide District's STAR Testing Dates: _____

2. **School Calendar.** Please attach a copy of the school district calendar for the current year.

3. **Site Directory.** Please attach a site directory that includes the electronic mail addresses and phone numbers of the principals. Please feel free to include any other useful information (e.g. a district map).

4. **District Contact.** Please provide a district office contact to help coordinate visit dates:

Name: _____

Title: _____

Phone: _____

E-mail: _____

Thank you very much for completing this form and attaching the requested information.

If you have any questions please contact Melanie Trammell at
(916) 669-5184 or melaniet@sia-us.com. We look forward to working with you!

Attachment A

Designated Sites

Gustine Elementary
Gustine High
Gustine Middle
Romero Elementary

RECEIVED
MAY 3 2016



May 2, 2016

By _____

Superintendent and Board President
Gustine USD
1500 Meredith Ave
Gustine, CA, 95322-1127

Dear Superintendent and Board President,

Thank you for your continued membership in CSBA. A 2016-17 dues invoice is enclosed.

Members like you are the backbone of CSBA and vitally important to the future of public education. As dedicated school governance leaders, you're committed to ensuring student achievement and success. CSBA proudly shares your dedication and commitment by providing the comprehensive services and support you need to provide a high-quality education for your students. Also enclosed is a snapshot of what CSBA accomplished for its members in 2015-16.

More than 96 percent of California's school districts and county offices of education count on CSBA's wide range of services and programs, including legislative and legal advocacy, leadership development, board policy development and maintenance, policy research and guidance, media and community relations, and district services and financial programs. For in-depth information about all of our services and programs, visit www.csba.org.

CSBA is your organization! Contact us with your member needs at (800) 266-3382 or csba@csba.org. For reference, you are in CSBA Region 8. The CSBA Director providing leadership and support in your region is Matthew Balzarini of the Lammersville Joint USD.

Your continued membership in CSBA affirms a commitment to joining with other districts and COEs in enabling the association to provide the best services and support for you, your students and your schools. Again, thank you for your dedication and continuing service to your community.

Sincerely,

A handwritten signature in black ink that reads "Chris Ungar". The signature is written in a cursive, flowing style.

Chris Ungar
CSBA President

Enclosures



California School Boards Association

3251 Beacon Boulevard
West Sacramento, CA 95691
(916) 371-4691 FAX (916) 669-3366

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number: INV-25733-L0P3D6
Invoice Date: 4/29/2016
PO #:

Bill To:
Gustine USD
1500 Meredith Ave
Gustine, CA 95322-1127
United States

Ship To:
Gustine USD
1500 Meredith Ave
Gustine, CA 95322-1127
United States

Table with 6 columns: Product Code, Description, Unit Price, Quantity, Extended Price, Terms. Rows include CSBA and ELA memberships. Includes an important notice and two asterisked footnotes regarding membership dues.

Total Invoice: \$8,358.00 Total Paid: \$0.00 Balance Due: \$8,358.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

3251 Beacon Boulevard
West Sacramento, CA 95691
(916) 371-4691 FAX (916) 669-3366

Summary table with 5 columns: Customer Number, Invoice Number, Invoice Date, Terms, Balance Due. Values: 101052, INV-25733-L0P3D6, 04/29/2016, \$8,358.00

Make checks payable to:
California School Boards Association
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:
Gustine USD
1500 Meredith Ave
Gustine, CA 95322-1127
United States

Together we make a difference!



In 2015-16, your membership dues enabled CSBA to:

- » Advocate for an additional \$6 billion in ongoing funding for LCFF grants in the 2015-16 budget, moving school districts 90 percent of the way toward full implementation.
- » Fight for \$3.2 billion in one-time discretionary funding to assist in implementing academic standards (\$530 per ADA).
- » Argue successfully to limit state audits on old mandate claims paid with one-time money so districts would not lose funding in later years.
- » Sponsor SB 799 (Hill, and Glazer, plus 15 co-authors) and lead media and legislative efforts to relieve districts from the onerous cap on local reserves adopted by the Legislature in 2014.
- » Oppose labor-sponsored teacher evaluation bills that attempted to expand the scope of collective bargaining, which would have added at least \$60 million in new mandated costs.
- » Oppose numerous legislative proposals resulting in savings to districts of approximately \$110 million annually, or about \$18 per ADA.
- » Convene the CSBA ELA Adequacy Committee and release its report *California's Challenge: Adequately Funding Education in the 21st Century*, at the 2015 Annual Education Conference and Trade Show.
- » File 10 amicus briefs and three amicus support letters. Issues included: separation of church and state; Proposition 39 facility requests; teacher tenure, dismissal and layoff; lease-leaseback; and use of personal cellphones by elected officials to conduct official business.
- » Publish 13 fact sheets and governance research briefs on important policy issues such as infectious diseases, math misplacement, school climate and LCAPs, discipline, drinking water, civics learning and the Smarter Balanced Assessment Consortium.
- » Release the second edition of CSBA's *Call to Order: A Blueprint for Great Board Meetings*.
- » Produce 83 new or revised sample policies and three comprehensive issues of *Policy News* to provide members with resources and information supporting effective local governance. Increased our policy distribution from three to five packets per year.
- » Host nearly 3,000 school district and county offices of education leaders at our Annual Education Conference and Trade Show.
- » Provide Masters in Governance trainings and 70 personalized Governance Consulting Workshops to governing boards.
- » Conduct a number of online learning opportunities, including the 2015 Forecast and Back to School webcasts, and Education Insights: Legal Update series, which provided information on current education trends and issues.
- » Provide numerous multi-day policy developmental workshops for districts in 25 of the 58 counties across the state to update their policy manuals.
- » Manage more than 200 media inquiries.

For a more comprehensive list of CSBA's recent accomplishments, please read of 2015 Year in Review available on our website at www.csba.org/2015YearInReview.

Thank you for your continued support. We look forward to continuing to advocate on your behalf for PreK-12 education in 2016-17!

www.csba.org

ACTION ITEMS

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: Warrants

AGENDA SECTION: Action

PRESENTED BY: Bill Morones, Superintendent

SUMMARY:

Monthly warrants are presented for approval.

FISCAL IMPACT: Total of Warrants

BUDGET CATEGORY: All District Funds

RECOMMENDED ACTION: Approve

MERCED COUNTY OFFICE OF EDUCATION
WARRANT REGISTER BATCH COVER

Gustine

DATE: 6/3/16

DISTRICT FUND: 01 - 5070

BATCH# 22

DISTRICT NAME: 14 - GUSTINE UNIFIED SCHOOL DISTRICT

TOTAL AMOUNT OF REGISTER: \$ 275,977.28

01-5070
11-5074
13-5077
14-5072
17-5071
21-5066
25-5075
35-5078
40-5065

**CHECK LIST FOR WARRANT REGISTERS
(PLEASE CHECKMARK EACH)**

- Verify cash for each fund
- Ensure deposits have been made at the County Treasurer by 11 a.m.
- Provide all pages of prelist and Cover Sheet for each fund on prelist (even if zero)
- Retain original prelist for your records
- Proper signed authorization for each batch

ALL BATCHES MUST BE RELEASED AND HELD FOR AUDIT

DISTRICT SERVICES USE ONLY

RECEIVED BY DISTRICT SERVICES: _____

AUDIT APPROVED: _____

CASH CHECKED: _____

RELEASED FOR PAYMENT: _____

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
104295/00	A-Z BUS SALES							
161129	PO-161086	06/02/2016 01P608532		1 01-0823-0-4344.00-0000-3600-112-000-000		NN F	283.72	283.72
						REPLACEMENT PARTS		
				TOTAL PAYMENT AMOUNT		283.72 *		283.72
104888/00	ACADEMIC TUTORING SERVICE							
	PV-160834	05/31/2016 1484		01-3010-0-5866.00-1110-1000-112-000-000		NN		6,970.20
						PROFESSIONAL SERVICES		
				TOTAL PAYMENT AMOUNT		6,970.20 *		6,970.20
104287/00	ACE IT! TUTORING OF CALIFORNIA							
	PV-160900	06/03/2016 4005		01-3010-0-5866.00-1110-1000-112-000-000		NN		11,023.16
						PROFESSIONAL SERVICES		
				TOTAL PAYMENT AMOUNT		11,023.16 *		11,023.16
102632/00	ACSA							
161132	PO-161089	06/02/2016 DISTRICT# 2473619		1 01-0000-0-5300.00-0000-7110-112-000-000		NN F	220.00	220.00
						DUES & MEMBERSHIPS		
	PV-160867	06/02/2016 MORONES ACSA DUES 16-17		01-0000-0-5300.00-0000-7150-112-000-000		NN		1,701.41
						DUES & MEMBERSHIPS		
				TOTAL PAYMENT AMOUNT		1,921.41 *		1,921.41
103351/00	AFLAC							
	PV-160892	06/03/2016 272306		01-0100-0-9556.00-0000-0000-000-000-000		NN		1,952.34
						MISC DISTRICT VOL-DEDS (1)		
				TOTAL PAYMENT AMOUNT		1,952.34 *		1,952.34
104160/00	AGUILAR, MYRA LIZETT							
	PV-160865	06/02/2016 CONFERENCE AND MILEAGE REIMB		01-0000-0-5200.00-0000-7200-112-000-000		NN		275.54
						TRAVEL & CONFERENCE		
				TOTAL PAYMENT AMOUNT		275.54 *		275.54

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
102483/00	AIRGAS							
160287	PO-160273	05/26/2016 9050626029		1 01-7010-0-4300.00-1110-1000-310-000-000		NN P	43.36	43.36
						SUPPLIES		
160287	PO-160273	05/26/2016 9934213373		1 01-7010-0-4300.00-1110-1000-310-000-000		NN P	258.52	258.52
						SUPPLIES		
TOTAL PAYMENT AMOUNT							301.88 *	301.88
103602/00	AIRGAS							
160991	PO-160989	05/26/2016 9051293881		1 01-6382-0-4300.00-3824-1000-310-232-000		NN P	10324.11	10,324.11
						SUPPLIES		
160991	PO-160989	06/02/2016 9051480229		1 01-6382-0-4300.00-3824-1000-310-232-000		NN P	94.82	94.82
						SUPPLIES		
160991	PO-160989	06/02/2016 9051480228		1 01-6382-0-4300.00-3824-1000-310-232-000		NN F	581.06	581.06
						SUPPLIES		
160986	PO-160994	05/26/2016 9051293880		1 01-6382-0-4300.00-3824-1000-310-232-000		NN F	1200.00	1,245.85
						SUPPLIES		
TOTAL PAYMENT AMOUNT							12,245.84 *	12,245.84
103972/00	ALHAMBRA							
	PV-160884	06/02/2016 14376875 050116		01-0000-0-4300.00-0000-8200-112-000-000		NN		116.59
						SUPPLIES		
	PV-160884	06/02/2016 14376936 050116		01-0000-0-4300.00-0000-8200-112-000-000		NN		82.30
						SUPPLIES		
	PV-160884	06/02/2016 14376922 050116		01-0000-0-4300.00-0000-8200-112-000-000		NN		106.09
						SUPPLIES		
	PV-160884	06/02/2016 14376999 050116		01-0000-0-4300.00-0000-8200-112-000-000		NN		28.70
						SUPPLIES		
	PV-160884	06/02/2016 14376853 050116		01-0000-0-4300.00-0000-8200-112-000-000		NN		21.09
						SUPPLIES		
	PV-160884	06/02/2016 14376894 050116		01-0000-0-4300.00-0000-8200-112-000-000		NN		109.72
						SUPPLIES		
	PV-160884	06/02/2016 14403084 051516		01-0000-0-4300.00-0000-8200-112-000-000		NN		25.20
						SUPPLIES		
	PV-160884	06/02/2016 14403118 051516		01-0000-0-4300.00-0000-8200-112-000-000		NN		166.70
						SUPPLIES		
TOTAL PAYMENT AMOUNT							656.39 *	656.39

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
102382/00	AMERIPRIDE UNIFORM SERVICES							
PV-160890	06/03/2016	1501627676		01-8150-0-5560.00-0000-8110-112-000-000 NN				110.01
				LAUNDRY/DRY CLEANING				
PV-160890	06/03/2016	1501638065		01-8150-0-5560.00-0000-8110-112-000-000 NN				110.01
				LAUNDRY/DRY CLEANING				
PV-160890	06/03/2016	1501626681		01-8150-0-5560.00-0000-8110-112-000-000 NN				26.84
				LAUNDRY/DRY CLEANING				
PV-160890	06/03/2016	1501636834		01-8150-0-5560.00-0000-8110-112-000-000 NN				30.00
				LAUNDRY/DRY CLEANING				
PV-160890	06/03/2016	1501641433		01-8150-0-5560.00-0000-8110-112-000-000 NN				113.63
				LAUNDRY/DRY CLEANING				
PV-160890	06/03/2016	1501631948		01-8150-0-5560.00-0000-8110-112-000-000 NN				10.72
				LAUNDRY/DRY CLEANING				
PV-160890	06/03/2016	1501641439		01-8150-0-5560.00-0000-8110-112-000-000 NN				10.72
				LAUNDRY/DRY CLEANING				
PV-160890	06/03/2016	1501626684		01-8150-0-5560.00-0000-8110-112-000-000 NN				42.25
				LAUNDRY/DRY CLEANING				
PV-160890	06/03/2016	1501631946		01-8150-0-5560.00-0000-8110-112-000-000 NN				73.05
				LAUNDRY/DRY CLEANING				
PV-160890	06/03/2016	1501636841		01-8150-0-5560.00-0000-8110-112-000-000 NN				42.25
				LAUNDRY/DRY CLEANING				
PV-160890	06/03/2016	1501641438		01-8150-0-5560.00-0000-8110-112-000-000 NN				73.05
				LAUNDRY/DRY CLEANING				
PV-160890	06/03/2016	1501631954		01-8150-0-5560.00-0000-8110-112-000-000 NN				17.95
				LAUNDRY/DRY CLEANING				
PV-160890	06/03/2016	1501641443		01-8150-0-5560.00-0000-8110-112-000-000 NN				24.02
				LAUNDRY/DRY CLEANING				
PV-160890	06/03/2016	1501631950		01-8150-0-5560.00-0000-8110-112-000-000 NN				26.21
				LAUNDRY/DRY CLEANING				
PV-160890	06/03/2016	1501641441		01-8150-0-5560.00-0000-8110-112-000-000 NN				104.46
				LAUNDRY/DRY CLEANING				
TOTAL PAYMENT AMOUNT						815.17 *		815.17

104020/00 AT&T

PV-160846	06/01/2016	000008089799		01-0000-0-5922.00-0000-2700-112-000-000 NN				553.14
				COMMUNICATION - TELEPHONE SVCS				
PV-160846	06/01/2016	000008089552		01-0000-0-5922.00-0000-2700-112-000-000 NN				1,739.26
				COMMUNICATION - TELEPHONE SVCS				
PV-160846	06/01/2016	000008089765		01-0000-0-5922.00-0000-2700-112-000-000 NN				86.04
				COMMUNICATION - TELEPHONE SVCS				
PV-160885	06/02/2016	000007959828		01-0000-0-5922.00-0000-2700-112-000-000 NN				995.64
				COMMUNICATION - TELEPHONE SVCS				
PV-160886	06/02/2016	000007959581		01-0000-0-5922.00-0000-2700-112-000-000 NN				1,465.77
				COMMUNICATION - TELEPHONE SVCS				

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
TOTAL PAYMENT AMOUNT							4,839.85 *	4,839.85
104838/00	AT&T							
	PV-160875	06/02/2016 PHONE SERVICES MAY 16		01-0000-0-5922.00-0000-2700-112-000-000 NN				147.78
				COMMUNICATION - TELEPHONE SVCS				
				TOTAL PAYMENT AMOUNT		147.78 *		147.78
006217/00	ATKINSON ANDELSON LOYA		953378600					
	PV-160841	06/01/2016 497835		01-0000-0-5801.00-0000-7115-112-000-000 NY				6,103.14
				LEGAL FEES				
	PV-160841	06/01/2016 497835		01-0000-0-5801.00-0000-7100-112-000-000 NY				590.63
				LEGAL FEES				
				TOTAL PAYMENT AMOUNT		6,693.77 *		6,693.77
104318/00	AVAYA INC							
	PV-160878	06/02/2016 2733671276		01-0000-0-5922.00-0000-7200-112-000-000 NN				58.70
				COMMUNICATION - TELEPHONE SVCS				
				TOTAL PAYMENT AMOUNT		58.70 *		58.70
006829/00	AVILA, ANN		000000000					
	PV-160895	06/03/2016 COUNTY PAYROLL REQUEST		01-0100-0-9557.00-0000-0000-000-000-000 NN				122.25
				Refunds of PERS, STRS, SS, MED				
				TOTAL PAYMENT AMOUNT		122.25 *		122.25
104672/00	B.E. PUBLISHING							
	160983 PO-160997	05/26/2016 58436		1 01-7250-0-4300.00-1110-1000-110-000-000 YN P			1847.00	1,847.00
				SUPPLIES				
				TOTAL PAYMENT AMOUNT		1,847.00 *		1,847.00
				TOTAL USE TAX AMOUNT		138.52		
104815/00	BILL MORONES							
	PV-160854	06/02/2016 ADMIN COUNCIL MILEAGE REIMB		01-0000-0-5200.00-0000-7150-112-000-000 NN				34.56
				TRAVEL & CONFERENCE				
	PV-160855	06/02/2016 ESCALON MILEAGE REIMB		01-0000-0-5200.00-0000-7150-112-000-000 NN				46.44
				TRAVEL & CONFERENCE				

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2	T9MPS	Liq Amt	Net Amount		
TOTAL PAYMENT AMOUNT				81.00 *		81.00		
104604/00	BLUELINE RENTAL LLC							
160859 PO-160827	05/26/2016	30702020001	1 01-8150-0-5620.00-0000-8110-112-000-000	NN P	908.97	908.97		
			RENTALS, LEASES OF EQUIPMENT					
161054 PO-161023	05/26/2016	31071770001	1 01-8150-0-5620.00-0000-8110-112-000-000	NN P	632.84	632.84		
			RENTALS, LEASES OF EQUIPMENT					
TOTAL PAYMENT AMOUNT				1,541.81 *		1,541.81		
101656/00	BONANDER TRUCK							
160804 PO-160773	06/03/2016	722090	1 01-0823-0-4344.00-0000-3600-112-000-000	NN P	84.79	84.79		
			REPLACEMENT PARTS					
160804 PO-160773	06/03/2016	721942	1 01-0823-0-4344.00-0000-3600-112-000-000	NN P	110.56	110.56		
			REPLACEMENT PARTS					
160804 PO-160773	06/03/2016	722380	1 01-0823-0-4344.00-0000-3600-112-000-000	NN P	72.84	72.84		
			REPLACEMENT PARTS					
TOTAL PAYMENT AMOUNT				268.19 *		268.19		
104933/00	BORBA, KINGSLEY							
PV-160873	06/02/2016	CLASSROOM SUPPLY REIMB	01-0824-0-4300.00-1110-1000-310-000-000	NN		125.00		
			SUPPLIES					
PV-160896	06/03/2016	COUNTY PAYROLL REQUEST	01-0100-0-9557.00-0000-0000-000-000-000	NN		6.16		
			Refunds of PERS, STRS, SS, MED					
TOTAL PAYMENT AMOUNT				131.16 *		131.16		
104394/00	BUS WEST							
161094 PO-161058	06/02/2016	BN77300	1 01-0823-0-5640.00-0000-3600-112-000-000	NN P	3682.17	3,682.17		
			REPAIRS/MAINT OF EQUIPMENT					
161118 PO-161080	06/01/2016	PAYMENTS TO BANK	1 01-0823-0-6499.00-0000-3600-112-000-000	NN C	154086.74	0.00		
			ALL OTHER CAPITAL OUTLAY					
TOTAL PAYMENT AMOUNT				3,682.17 *		3,682.17		
100965/00	BUSINESS CARD							
PV-160850	06/02/2016	PRIME MEMBERSHIP RENEWAL	01-0000-0-5899.00-0000-7200-112-000-000	NN		106.92		
			OTHER SERVICES, FEES, OP EXPS					
TOTAL PAYMENT AMOUNT				106.92 *		106.92		

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2	T9MPS	Liq Amt	Net Amount		
101625/00	CALIFORNIA SCHOOL BOARDS							
	PV-160872	06/02/2016 INV-27066-Z0Q2W5	01-0000-0-5300.00-0000-7110-112-000-000	NN		4,675.00		
			DUES & MEMBERSHIPS					
		TOTAL PAYMENT AMOUNT			4,675.00 *			4,675.00
104781/00	CCAC							
	161091	PO-161055 06/02/2016 ORDER # 517375776	1 01-0000-0-5200.00-0000-7200-112-000-000	NN P	303.37	303.37		
			TRAVEL & CONFERENCE					
	161091	PO-161055 06/02/2016 ORDER # 517367425	1 01-0000-0-5200.00-0000-7200-112-000-000	NN F	303.37	303.37		
			TRAVEL & CONFERENCE					
		TOTAL PAYMENT AMOUNT			606.74 *			606.74
103918/00	CENGAGE LEARNING							
	161060	PO-161028 06/02/2016 58035284	1 01-6382-0-4300.00-3824-1000-310-233-000	NN F	8502.98	8,542.53		
			SUPPLIES					
	161096	PO-161060 06/03/2016 58035284	1 01-0801-0-4100.00-1110-1000-310-000-000	NN F	1759.24	1,767.42		
			APPRVD TEXTBKS/CORE CURRICULA					
		TOTAL PAYMENT AMOUNT			10,309.95 *			10,309.95
104854/00	CERES WORLD TRAVEL							
	161134	PO-161092 06/02/2016 0000011874	1 01-0000-0-5200.00-0000-7200-112-000-000	NN F	442.40	442.40		
			TRAVEL & CONFERENCE					
		TOTAL PAYMENT AMOUNT			442.40 *			442.40
103251/00	CHAVEZ, PRIMAVERA							
	161037	PO-160948 06/02/2016 FAMILY LITERACY REIMB	1 01-4203-0-4300.00-1110-1000-111-000-000	NN F	120.00	120.00		
			SUPPLIES					
		PV-160868 06/02/2016 LATINO LITERACY REIMB	01-4203-0-4300.00-1110-1000-111-000-000	NN		69.24		
			SUPPLIES					
		TOTAL PAYMENT AMOUNT			189.24 *			189.24
100295/00	CHEVRON AND TEXACO							
		PV-160870 06/02/2016 STATEMENT# 4763014	01-7010-0-4300.00-1110-1000-310-000-000	NN		492.63		
			SUPPLIES					
		TOTAL PAYMENT AMOUNT			492.63 *			492.63

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount

104653/00	CHRISTY WHITE ASSOCIATES							
	PV-160866	06/02/2016 12912		01-0000-0-5830.00-0000-7191-112-000-000 NN				6,317.10
				AUDIT FEES				
				TOTAL PAYMENT AMOUNT	6,317.10 *			6,317.10
103285/00	CITY OF GUSTINE							
161080	PO-161037	06/03/2016 GHSFOOTBALL-1015	1	01-0824-0-5866.00-0155-8300-310-000-000 NN P			1121.66	1,121.66
				PROFESSIONAL SERVICES				
161080	PO-161037	06/03/2016 CM021516	1	01-0824-0-5866.00-0155-8300-310-000-000 NN M			0.00	-47.61
				PROFESSIONAL SERVICES				
				TOTAL PAYMENT AMOUNT	1,074.05 *			1,074.05
019127/00	COAST HARDWARE		000000000					
	PV-160847	06/01/2016 311614		01-8150-0-4300.00-0000-8110-112-000-000 NN				4.63
				SUPPLIES				
	PV-160847	06/01/2016 311621		01-8150-0-4300.00-0000-8110-112-000-000 NN				10.67
				SUPPLIES				
	PV-160847	06/01/2016 311622		01-8150-0-4300.00-0000-8110-112-000-000 NN				9.71
				SUPPLIES				
	PV-160847	06/01/2016 311712		01-8150-0-4300.00-0000-8110-112-000-000 NN				64.76
				SUPPLIES				
	PV-160847	06/01/2016 311784		01-8150-0-4300.00-0000-8110-112-000-000 NN				39.72
				SUPPLIES				
	PV-160847	06/01/2016 311887		01-8150-0-4300.00-0000-8110-112-000-000 NN				13.04
				SUPPLIES				
	PV-160847	06/01/2016 311929		01-8150-0-4300.00-0000-8110-112-000-000 NN				3.87
				SUPPLIES				
	PV-160847	06/01/2016 311944		01-8150-0-4300.00-0000-8110-112-000-000 NN				4.47
				SUPPLIES				
	PV-160847	06/01/2016 312060		01-8150-0-4300.00-0000-8110-112-000-000 NN				15.07
				SUPPLIES				
	PV-160847	06/01/2016 312434		01-8150-0-4300.00-0000-8110-112-000-000 NN				4.73
				SUPPLIES				
	PV-160847	06/01/2016 312454		01-8150-0-4300.00-0000-8110-112-000-000 NN				8.88
				SUPPLIES				
	PV-160847	06/01/2016 312466		01-8150-0-4300.00-0000-8110-112-000-000 NN				7.55
				SUPPLIES				
	PV-160847	06/01/2016 312494		01-8150-0-4300.00-0000-8110-112-000-000 NN				-4.48
				SUPPLIES				
	PV-160847	06/01/2016 312496		01-8150-0-4300.00-0000-8110-112-000-000 NN				5.39
				SUPPLIES				
	PV-160847	06/01/2016 312505		01-8150-0-4300.00-0000-8110-112-000-000 NN				1.13
				SUPPLIES				

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
019127 (CONTINUED)								
PV-160847	06/01/2016	312587		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				1.84
PV-160847	06/01/2016	312613		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				22.11
PV-160847	06/01/2016	312731		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				14.02
PV-160847	06/01/2016	312732		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				7.55
PV-160847	06/01/2016	312741		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				0.32
PV-160847	06/01/2016	312742		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				0.27
PV-160847	06/01/2016	312754		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				9.71
PV-160847	06/01/2016	312824		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				6.47
PV-160847	06/01/2016	312839		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				6.47
PV-160847	06/01/2016	312887		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				25.86
PV-160847	06/01/2016	313081		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				10.25
PV-160847	06/01/2016	313095		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				48.04
PV-160847	06/01/2016	313148		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				102.58
PV-160847	06/01/2016	313310		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				11.63
PV-160847	06/01/2016	313317		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				23.11
PV-160847	06/01/2016	313339		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				11.32
PV-160847	06/01/2016	313446		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				9.70
PV-160847	06/01/2016	313447		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				10.79
PV-160847	06/01/2016	313474		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				15.10
PV-160847	06/01/2016	313615		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				21.57
PV-160847	06/01/2016	313625		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				23.75
PV-160847	06/01/2016	313844		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				16.18
PV-160847	06/01/2016	313913		01-8150-0-4300.00-0000-8110-112-000-000 NN SUPPLIES				72.45

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2	T9MPS	Liq Amt	Net Amount		

019127 (CONTINUED)

PV-160847	06/01/2016	314025	01-8150-0-4300.00-0000-8110-112-000-000	NN		5.39		
			SUPPLIES					
PV-160847	06/01/2016	314268	01-8150-0-4300.00-0000-8110-112-000-000	NN		9.71		
			SUPPLIES					
PV-160847	06/01/2016	314307	01-8150-0-4300.00-0000-8110-112-000-000	NN		1.39		
			SUPPLIES					
PV-160847	06/01/2016	314308	01-8150-0-4300.00-0000-8110-112-000-000	NN		9.26		
			SUPPLIES					
PV-160847	06/01/2016	314428	01-8150-0-4300.00-0000-8110-112-000-000	NN		4.85		
			SUPPLIES					
PV-160847	06/01/2016	305102	01-8150-0-4300.00-0000-8110-112-000-000	NN		12.98		
			SUPPLIES					
PV-160847	06/01/2016	311977	01-0823-0-4300.00-0000-3600-112-000-000	NN		19.96		
			SUPPLIES					
PV-160847	06/01/2016	312499	01-0824-0-4300.00-1110-1000-310-000-000	NN		3.87		
			SUPPLIES					
TOTAL PAYMENT AMOUNT					727.64 *		727.64	

104675/00 COFFEY, TAWNYA

161064	PO-161047	06/02/2016	MATH NIGHT SUPPLY REIMB	1 01-7250-0-4300.00-1110-1000-110-000-000	NN F	25.38	23.50	
				SUPPLIES				
TOTAL PAYMENT AMOUNT					23.50 *		23.50	

100233/00 CONTROL SYSTEMS SERVICES 770335932

161105	PO-161093	06/02/2016	6369	1 01-8150-0-5630.00-0000-8110-112-000-000	NY F	275.00	275.00	
				REPAIRS/MAINT - BUILDING				
TOTAL PAYMENT AMOUNT					275.00 *		275.00	

101576/00 COSTCO MEMBERSHIP

PV-160879	06/02/2016	MEMBER 000111826986436	01-0000-0-5300.00-0000-7200-112-000-000	NN		165.00		
			DUES & MEMBERSHIPS					
TOTAL PAYMENT AMOUNT					165.00 *		165.00	

103792/00 DATA PATH INC

160954	PO-160912	06/02/2016	131702	1 01-6300-0-4300.00-1110-1000-110-000-000	NN F	1478.00	1,478.00	
				SUPPLIES				
160951	PO-160932	06/02/2016	131703	1 01-6300-0-4300.00-1110-1000-110-000-000	NN F	2283.12	2,264.64	
				SUPPLIES				

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount	
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2	T9MPS				
103792 (CONTINUED)								
161031	PO-160953	06/02/2016	131862	1	01-7250-0-4300.00-1110-1000-110-000-000	NN F	399.20	399.20
					SUPPLIES			
	PV-160871	06/02/2016	131763	01	0000-0-5866.00-0000-7700-112-000-000	NN		11,649.00
					PROFESSIONAL SERVICES			
					TOTAL PAYMENT AMOUNT		15,790.84 *	15,790.84
103057/00 DEPOT GARAGE								
161130	PO-161087	06/02/2016	0004872	1	01-0823-0-5650.00-0000-3600-112-000-000	NN P	86.27	86.27
					REPAIRS/MAIN - VEHICLES			
161130	PO-161087	06/02/2016	0004413	1	01-0823-0-5650.00-0000-3600-112-000-000	NN F	184.24	184.24
					REPAIRS/MAIN - VEHICLES			
					TOTAL PAYMENT AMOUNT		270.51 *	270.51
104929/00 DMV RENEWAL								
161112	PO-161074	06/01/2016	VEHICLE REGISTRATION	1	01-0000-0-5899.00-0000-7200-112-000-000	NN F	208.00	208.00
					OTHER SERVICES, FEES, OP EXPS			
					TOTAL PAYMENT AMOUNT		208.00 *	208.00
104556/00 EAI EDUCATION								
161042	PO-160945	05/26/2016	INV0768644	1	01-0801-0-4100.00-1110-1000-111-000-000	YN F	119.60	119.60
					APPRVD TEXTBKS/CORE CURRICULA			
					TOTAL PAYMENT AMOUNT		119.60 *	119.60
					TOTAL USE TAX AMOUNT		8.97	
104739/00 ESTACIO, LUIS								
161106	PO-161062	06/01/2016	PAINT REIMB ROMERO GAMES	1	01-1100-0-4300.00-1110-1000-111-000-000	NN F	350.00	346.01
					SUPPLIES			
					TOTAL PAYMENT AMOUNT		346.01 *	346.01
104835/00 EVERYTHING GLASS & MIRROR								
161101	PO-161066	06/01/2016	183	1	01-8150-0-5630.00-0000-8110-112-000-000	NN F	219.00	219.00
					REPAIRS/MAINT - BUILDING			
					TOTAL PAYMENT AMOUNT		219.00 *	219.00

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
102063/00	FILIPPINI, LISA							
161083 PO-161071	06/03/2016	TEACHER APPRECIATION REIMB		1 01-1100-0-4300.00-1110-1000-111-000-000		NN P	140.00	140.00
		SUPPLIES						
		TOTAL PAYMENT AMOUNT			140.00 *			140.00
101083/00	FONTES, EMILY							
161012 PO-160969	06/01/2016	KIZPHONICS REIMB		1 01-0824-0-4300.00-1110-1000-111-000-000		NN F	60.00	56.00
		SUPPLIES						
		TOTAL PAYMENT AMOUNT			56.00 *			56.00
032475/00	FORD'S FARM SUPPLY		770483584					
160524 PO-160522	05/26/2016	139684		1 01-8150-0-4300.00-0000-8110-112-000-000		NN P	10.96	10.96
				SUPPLIES				
160524 PO-160522	05/26/2016	139682		1 01-8150-0-4300.00-0000-8110-112-000-000		NN P	4.71	4.71
				SUPPLIES				
160524 PO-160522	05/26/2016	139681		1 01-8150-0-4300.00-0000-8110-112-000-000		NN P	80.17	80.17
				SUPPLIES				
160524 PO-160522	05/26/2016	140326		1 01-8150-0-4300.00-0000-8110-112-000-000		NN P	12.68	12.68
				SUPPLIES				
		TOTAL PAYMENT AMOUNT			108.52 *			108.52
104481/00	FRONTLINE TECHNOLOGIES GROUP							
161115 PO-161077	06/01/2016	INVUS52068		1 01-0000-0-5810.00-0000-7500-112-000-000		NN F	7092.50	7,092.50
				SOFTWARE LICENSE				
		TOTAL PAYMENT AMOUNT			7,092.50 *			7,092.50
104907/00	Flot Aire							
160914 PO-160889	06/01/2016	051016-103		1 01-6382-0-4300.00-3824-1000-310-233-000		YN F	4772.36	4,475.00
				SUPPLIES				
		TOTAL PAYMENT AMOUNT			4,475.00 *			4,475.00
		TOTAL USE TAX AMOUNT			335.62			
035746/00	GILTON SOLID WASTE		000000000					
PV-160908	06/03/2016	SOLID WASTE MAY 16		01-0000-0-5550.00-0000-8200-112-000-000		NN		3,741.43
				DISPOSAL/GARBAGE REMOVAL				
		TOTAL PAYMENT AMOUNT			3,741.43 *			3,741.43

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
073088/00	GUSTINE SCHOOL DISTRICT		000000000					
RC-160044	05/31/2016	PAYROLL CORRECTION		01-0000-0-9553.00-0000-0000-000-000-000		N		582.53
		REPAY						
RC-160045	05/31/2016	PAYROLL CORRECTION		01-0000-0-9553.00-0000-0000-000-000-000		N		371.81
		REPAY						
RC-160046	06/02/2016	ATTENDANCE AWARD REIMB		01-0000-0-4300.00-0000-3130-111-960-000		N		242.65
		SUPPLIES						
RC-160047	06/03/2016	CLASSIFIED APPRECIATION CAKES		01-0000-0-5899.00-0000-7200-112-000-000		N		174.00
		OTHER SERVICES, FEES, OP EXPS						
		TOTAL PAYMENT AMOUNT			1,370.99 *			1,370.99
104934/00	GUSTINE SOBER GRAD							
PV-160874	06/02/2016	SOBER GRAD DONATION		01-0000-0-4300.00-1110-4100-310-400-000		NN		1,000.00
		SUPPLIES						
		TOTAL PAYMENT AMOUNT			1,000.00 *			1,000.00
037780/00	GUSTINE, CITY OF		000000000					
PV-160862	06/02/2016	ACCT 014-21880-001		01-0000-0-5530.00-0000-8200-112-000-000		NN		1,349.27
		WATER&/OR SEWAGE						
PV-160862	06/02/2016	ACCT 009-13500-001		01-0000-0-5530.00-0000-8200-112-000-000		NN		1,334.91
		WATER&/OR SEWAGE						
PV-160862	06/02/2016	ACCT 009-13510-002		01-0000-0-5530.00-0000-8200-112-000-000		NN		1,079.25
		WATER&/OR SEWAGE						
PV-160862	06/02/2016	ACCT 009-13650-001		01-0000-0-5530.00-0000-8200-112-000-000		NN		1,079.25
		WATER&/OR SEWAGE						
PV-160862	06/02/2016	ACCT 009-13700-001		01-0000-0-5530.00-0000-8200-112-000-000		NN		125.07
		WATER&/OR SEWAGE						
PV-160862	06/02/2016	ACCT 009-13170-001		01-0000-0-5530.00-0000-8200-112-000-000		NN		1,355.67
		WATER&/OR SEWAGE						
PV-160862	06/02/2016	ACCT 004-06760-001		01-0000-0-5530.00-0000-8200-112-000-000		NN		99.77
		WATER&/OR SEWAGE						
		TOTAL PAYMENT AMOUNT			6,423.19 *			6,423.19
104932/00	HILTON GARDEN INN							
161131	PO-161088	06/02/2016	CBO MENTOR PRGRM ROOM	1	01-0000-0-5200.00-0000-7200-112-000-000	NN F	1081.26	1,081.26
			TRAVEL & CONFERENCE					
		TOTAL PAYMENT AMOUNT			1,081.26 *			1,081.26

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
100659/00	HOME DEPOT CREDIT SERVICES							
160855 PO-160838	06/02/2016	9024407		1 01-0000-0-4300.00-1203-1000-310-000-000 NN P			226.86	226.86
				SUPPLIES				
				TOTAL PAYMENT AMOUNT	226.86 *			226.86
104808/00	HOUGHTON MIFFLIN HARCOURT							
160979 PO-160999	05/26/2016	13126328		1 01-0801-0-4100.00-1110-1000-310-000-000 NN F			4954.95	4,985.44
				APPRVD TEXTBKS/CORE CURRICULA				
				TOTAL PAYMENT AMOUNT	4,985.44 *			4,985.44
104587/00	IC REFRIGERATION							
161035 PO-161026	06/02/2016	0062315-IN		1 01-8150-0-5640.00-0000-8110-112-000-000 NN P			577.00	577.00
				REPAIRS/MAINT OF EQUIPMENT				
161035 PO-161026	06/02/2016	0064409-IN		1 01-8150-0-5640.00-0000-8110-112-000-000 NN P			650.42	650.42
				REPAIRS/MAINT OF EQUIPMENT				
				TOTAL PAYMENT AMOUNT	1,227.42 *			1,227.42
043334/00	INGRAHAM TROPHIES		000000000					
161100 PO-161067	06/03/2016	68193		1 01-0824-0-4300.00-1110-1000-310-000-000 NN F			138.96	138.96
				SUPPLIES				
				TOTAL PAYMENT AMOUNT	138.96 *			138.96
104694/00	INTERSTATE TRUCK CENTER		201569439					
160902 PO-160867	05/26/2016	02P59110		1 01-0823-0-5640.00-0000-3600-112-000-000 YY P			200.00	200.00
				REPAIRS/MAINT OF EQUIPMENT				
				TOTAL PAYMENT AMOUNT	200.00 *			200.00
				TOTAL USE TAX AMOUNT	15.00			
103512/00	IRON MOUNTAIN							
PV-160909	06/03/2016	MRF1717		01-0000-0-5550.00-0000-8200-112-000-000 NN				21.87
				DISPOSAL/GARBAGE REMOVAL				
PV-160909	06/03/2016	MRF1717		01-0824-0-4300.00-1110-1000-310-000-000 NN				69.95
				SUPPLIES				
				TOTAL PAYMENT AMOUNT	91.82 *			91.82

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
104383/00	J & F FERTILIZER		770240546					
PV-160848	06/01/2016	6788		01-0823-0-5640.00-0000-3600-112-000-000 NY				264.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6793		01-0823-0-5640.00-0000-3600-112-000-000 NY				132.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6794		01-0823-0-5640.00-0000-3600-112-000-000 NY				132.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6792		01-0823-0-5640.00-0000-3600-112-000-000 NY				88.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6790		01-0823-0-5640.00-0000-3600-112-000-000 NY				132.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6791		01-0823-0-5640.00-0000-3600-112-000-000 NY				80.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6789		01-0823-0-5640.00-0000-3600-112-000-000 NY				88.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6787		01-0823-0-5640.00-0000-3600-112-000-000 NY				80.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6813		01-0823-0-5640.00-0000-3600-112-000-000 NY				176.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6814		01-0823-0-5640.00-0000-3600-112-000-000 NY				440.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6815		01-0823-0-5640.00-0000-3600-112-000-000 NY				176.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6816		01-0823-0-5640.00-0000-3600-112-000-000 NY				88.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6817		01-0823-0-5640.00-0000-3600-112-000-000 NY				88.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6818		01-0823-0-5640.00-0000-3600-112-000-000 NY				88.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6804		01-0823-0-5640.00-0000-3600-112-000-000 NY				91.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6770		01-0823-0-5640.00-0000-3600-112-000-000 NY				80.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6778		01-0823-0-5640.00-0000-3600-112-000-000 NY				80.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6779		01-0823-0-5640.00-0000-3600-112-000-000 NY				220.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6780		01-0823-0-5640.00-0000-3600-112-000-000 NY				176.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6781		01-0823-0-5640.00-0000-3600-112-000-000 NY				88.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6782		01-0823-0-5640.00-0000-3600-112-000-000 NY				80.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6783		01-0823-0-5640.00-0000-3600-112-000-000 NY				80.00
				REPAIRS/MAINT OF EQUIPMENT				
PV-160848	06/01/2016	6771		01-0823-0-5640.00-0000-3600-112-000-000 NY				440.00
				REPAIRS/MAINT OF EQUIPMENT				

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2	T9MPS	Liq Amt	Net Amount		

104383 (CONTINUED)

PV-160848	06/01/2016	6784	01-0823-0-5640.00-0000-3600-112-000-000	NY		80.00		
			REPAIRS/MAINT OF EQUIPMENT					
PV-160848	06/01/2016	6827	01-0823-0-5640.00-0000-3600-112-000-000	NY		88.00		
			REPAIRS/MAINT OF EQUIPMENT					
PV-160848	06/01/2016	6826	01-0823-0-5640.00-0000-3600-112-000-000	NY		44.00		
			REPAIRS/MAINT OF EQUIPMENT					
PV-160848	06/01/2016	6825	01-0823-0-5640.00-0000-3600-112-000-000	NY		88.00		
			REPAIRS/MAINT OF EQUIPMENT					
PV-160848	06/01/2016	6824	01-0823-0-5640.00-0000-3600-112-000-000	NY		96.00		
			REPAIRS/MAINT OF EQUIPMENT					
PV-160848	06/01/2016	6823	01-0823-0-5640.00-0000-3600-112-000-000	NY		80.00		
			REPAIRS/MAINT OF EQUIPMENT					
PV-160848	06/01/2016	6830	01-0823-0-5640.00-0000-3600-112-000-000	NY		80.00		
			REPAIRS/MAINT OF EQUIPMENT					
PV-160848	06/01/2016	6829	01-0823-0-5640.00-0000-3600-112-000-000	NY		80.00		
			REPAIRS/MAINT OF EQUIPMENT					
PV-160848	06/01/2016	6828	01-0823-0-5640.00-0000-3600-112-000-000	NY		80.00		
			REPAIRS/MAINT OF EQUIPMENT					
			TOTAL PAYMENT AMOUNT		4,103.00 *			4,103.00

104853/00 JOHN BERNARD 554622731

PV-160887	06/02/2016	MENTOR SERVICE APR 16	01-0000-0-5866.00-0000-2700-112-000-000	NY		750.00		
			PROFESSIONAL SERVICES					
			TOTAL PAYMENT AMOUNT		750.00 *			750.00

046010/00 JONES SCHOOL SUPPLY 000000000

161039	PO-161019	05/26/2016	SHIPPING	1 01-1100-0-4300.00-1110-1000-115-000-000	NN O	-32.85		0.00
				SUPPLIES				
161039	PO-161019	05/26/2016	1388593	1 01-1100-0-4300.00-1110-1000-115-000-000	YN F	32.85		32.85
				SUPPLIES				
			TOTAL PAYMENT AMOUNT		32.85 *			32.85
			TOTAL USE TAX AMOUNT		2.46			

104440/00 KIMBALL MIDWEST

160220	PO-160195	05/26/2016	4887692	1 01-0823-0-4344.00-0000-3600-112-000-000	NN P	50.82		50.82
				REPLACEMENT PARTS				
160220	PO-160195	05/26/2016	9832398	1 01-0823-0-4344.00-0000-3600-112-000-000	NN P	49.51		49.51
				REPLACEMENT PARTS				
			TOTAL PAYMENT AMOUNT		100.33 *			100.33

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2	T9MPS	Liq Amt	Net Amount		
104069/00	KING, PATRICIA							
PV-160863	06/02/2016	PAYROLL BACKUP MCOE	01-0000-0-5230.00-0000-7200-112-000-000	NN		34.66		
		MILEAGE						
PV-160864	06/02/2016	PAYROLL WARRANT PICK UP MILEAG	01-0000-0-5230.00-0000-7200-112-000-000	NN		34.66		
		MILEAGE						
PV-160888	06/02/2016	MCOE PAYROLL PICK UP MAY 16	01-0000-0-5230.00-0000-7200-112-000-000	NN		34.66		
		MILEAGE						
PV-160894	06/03/2016	MCOE BACKUP DROPOFF 06-02-16	01-0000-0-5230.00-0000-7200-112-000-000	NN		34.66		
		MILEAGE						
		TOTAL PAYMENT AMOUNT			138.64 *		138.64	
102553/00	LAKESHORE LEARNING MATERIALS							
161045	PO-160943	05/26/2016 2296910516	1 01-0801-0-4100.00-1110-1000-111-000-000	NN F	195.90	195.90		
			APPRVD TEXTBKS/CORE CURRICULA					
		TOTAL PAYMENT AMOUNT			195.90 *		195.90	
104927/00	MARIA GOMEZ							
161086	PO-161050	05/31/2016 1001	1 01-0000-0-5220.00-0000-7410-112-000-000	NN F	600.00	600.00		
			MEALS					
		TOTAL PAYMENT AMOUNT			600.00 *		600.00	
101981/00	MARTIN, CYNTHIA							
PV-160840	06/01/2016	STAFF APPRECIATION	01-0000-0-4399.00-0000-7200-112-000-000	NN		20.00		
		MISCELLANEOUS SUPPLIES						
PV-160853	06/02/2016	TEACHER APPRECIATION CAKE REIM	01-0000-0-5899.00-0000-7200-112-000-000	NN		79.92		
		OTHER SERVICES, FEES, OP EXPS						
		TOTAL PAYMENT AMOUNT			99.92 *		99.92	
054938/00	MATTOS NEWSPAPERS INC.		000000000					
161089	PO-161053	06/02/2016 65706	1 01-0000-0-4399.00-0000-7200-112-000-000	NN P	59.19	59.19		
			MISCELLANEOUS SUPPLIES					
161089	PO-161053	06/02/2016 65701	1 01-0000-0-4399.00-0000-7200-112-000-000	NN P	59.19	59.19		
			MISCELLANEOUS SUPPLIES					
161089	PO-161053	06/02/2016 65705	1 01-0000-0-4399.00-0000-7200-112-000-000	NN P	59.19	59.19		
			MISCELLANEOUS SUPPLIES					
161089	PO-161053	06/02/2016 65703	1 01-0000-0-4399.00-0000-7200-112-000-000	NN P	59.19	59.19		
			MISCELLANEOUS SUPPLIES					
161089	PO-161053	06/02/2016 65702	1 01-0000-0-4399.00-0000-7200-112-000-000	NN P	59.19	59.19		
			MISCELLANEOUS SUPPLIES					

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount

054938 (CONTINUED)								
161089 PO-161053	06/02/2016	65704		1 01-0000-0-4399.00-0000-7200-112-000-000		NN P	59.19	59.19
				MISCELLANEOUS SUPPLIES				
161089 PO-161053	06/02/2016	65700		1 01-0000-0-4399.00-0000-7200-112-000-000		NN P	69.96	69.96
				MISCELLANEOUS SUPPLIES				
PV-160903	06/03/2016	LEGAL PUBLICATION AD		01-0000-0-5899.00-0000-7200-112-000-000		NN		56.00
				OTHER SERVICES, FEES, OP EXPS				
PV-160904	06/03/2016	TR0412027		01-0000-0-5899.00-0000-7200-112-000-000		NN		350.00
				OTHER SERVICES, FEES, OP EXPS				
				TOTAL PAYMENT AMOUNT		831.10 *		831.10
104906/00	MCNAMARA SPORTS							
160909 PO-160873	05/26/2016	C34478		1 01-1100-0-4300.00-1110-1000-115-000-000		NN F	183.60	184.45
				SUPPLIES				
				TOTAL PAYMENT AMOUNT		184.45 *		184.45
102224/00	MEDEIROS, KIMBERLEY							
PV-160851	06/02/2016	BUY BACK DAY REIMB		01-0000-0-5220.00-0000-7410-112-000-000		NN		357.07
				MEALS				
				TOTAL PAYMENT AMOUNT		357.07 *		357.07
100673/00	MERCED COUNTY ENVIRONMENTAL		946000521					
PV-160882	06/02/2016	AR0001421		01-0000-0-5899.00-0000-2700-310-000-000		NN		1,905.00
				OTHER SERVICES, FEES, OP EXPS				
				TOTAL PAYMENT AMOUNT		1,905.00 *		1,905.00
104169/00	MISKE, LISA							
161073 PO-161030	06/01/2016	LIBRARY BOOKS REIMB		1 01-0824-0-4300.00-1110-1000-111-000-000		NN F	100.00	102.02
				SUPPLIES				
				TOTAL PAYMENT AMOUNT		102.02 *		102.02
103738/00	MOBILE VEHICLE INSPECTIONS		548377717					
161093 PO-161057	06/02/2016	2326		1 01-0823-0-5640.00-0000-3600-112-000-000		NY F	300.00	300.00
				REPAIRS/MAINT OF EQUIPMENT				
				TOTAL PAYMENT AMOUNT		300.00 *		300.00

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
104889/00	Marzano Research, LLC							
160812 PO-160778	05/26/2016	47937		1 01-4035-0-5201.00-0000-7410-112-100-000 NN F			5200.00	5,200.00
				PROFESSIONAL DEVLPMNT TRAINING				
				TOTAL PAYMENT AMOUNT		5,200.00 *		5,200.00
100774/00	NASCO							
161023 PO-160959	05/26/2016	174708		1 01-0824-0-4300.00-1110-1000-310-000-000 NN F			45.52	43.07
				SUPPLIES				
				TOTAL PAYMENT AMOUNT		43.07 *		43.07
061292/00	NASCO MODESTO		000000000					
160969 PO-161008	06/02/2016	177594		1 01-6382-0-4300.00-3824-1000-310-231-000 NN F			1999.99	1,999.99
				SUPPLIES				
160968 PO-161009	06/02/2016	177070		1 01-6382-0-4300.00-3824-1000-310-231-000 NN F			913.41	913.41
				SUPPLIES				
				TOTAL PAYMENT AMOUNT		2,913.40 *		2,913.40
063812/00	NUNES AUTO CARE		770334115					
161067 PO-161044	06/03/2016	019165		1 01-7010-0-4300.00-1110-1000-310-000-000 NY P			55.41	55.41
				SUPPLIES				
161067 PO-161044	06/03/2016	019167		1 01-7010-0-4300.00-1110-1000-310-000-000 NY F			240.81	240.81
				SUPPLIES				
				TOTAL PAYMENT AMOUNT		296.22 *		296.22
064370/00	OFFICE SUPPLY EXPRESS		770446496					
160645 PO-160611	06/03/2016	118716		1 01-0000-0-4350.00-0000-7200-112-000-000 NN F			154.52	109.68
				OFFICE SUPPLIES				
				TOTAL PAYMENT AMOUNT		109.68 *		109.68
101470/00	P G & E							
PV-160837	05/31/2016	ACCT 7032494767-3 MAY 16		01-0000-0-5520.00-0000-8200-112-000-000 NN				19.06
				ELECTRICITY				
PV-160869	06/02/2016	ACCT 6065175391-9 MAY 16		01-0000-0-5520.00-0000-8200-112-000-000 NN				13.97
				ELECTRICITY				
PV-160877	06/02/2016	ACCT 5159195533-4		01-0000-0-5520.00-0000-8200-112-000-000 NN				7,019.97
				ELECTRICITY				

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount

101470	(CONTINUED)							
PV-160902	06/03/2016	ACCT 5467178958-1 MAY 16		01-0000-0-5520.00-0000-8200-112-000-000 NN				1,733.78
		ELECTRICITY						
		TOTAL PAYMENT AMOUNT			8,786.78 *			8,786.78
103477/00	PAMELA J CREAMER PERRY							
PV-160839	06/01/2016	PAYROLL DEPT REQUEST		01-0100-0-9554.00-0000-0000-000-000-000 NN				3,258.00
		INSURANCE						
		TOTAL PAYMENT AMOUNT			3,258.00 *			3,258.00
104613/00	PARKS, WILLIAM							
PV-160897	06/03/2016	MILEAGE REIMB MAY 16		01-0000-0-5230.00-0000-7200-112-000-000 NN				126.36
		MILEAGE						
		TOTAL PAYMENT AMOUNT			126.36 *			126.36
066508/00	PARREIRA'S AUTO REPAIR		770272131					
160599	PO-160571	06/03/2016 29543		1 01-8150-0-5640.00-0000-8110-112-000-000 NY P			18.14	18.14
				REPAIRS/MAINT OF EQUIPMENT				
160599	PO-160571	06/03/2016 29420		1 01-8150-0-5640.00-0000-8110-112-000-000 NY P			40.15	40.15
				REPAIRS/MAINT OF EQUIPMENT				
		TOTAL PAYMENT AMOUNT			58.29 *			58.29
104438/00	PEARSON CLINICAL ASSESSMENT							
160894	PO-160860	05/26/2016 10645549		1 01-6500-0-4300.00-5770-1110-112-000-000 NN F			389.42	386.46
				SUPPLIES				
		TOTAL PAYMENT AMOUNT			386.46 *			386.46
103434/00	PEARSON EDUCATION							
161033	PO-160951	05/26/2016 4024460026		1 01-0801-0-4100.00-1110-1000-310-000-000 NN F			2561.05	2,575.04
				APPRVD TEXTBKS/CORE CURRICULA				
		TOTAL PAYMENT AMOUNT			2,575.04 *			2,575.04

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount

104260/00	PITNEY BOWES							
	PV-160883	06/02/2016	1000414453	01-0000-0-5620.00-0000-7200-112-000-000	NN	RENTALS, LEASES OF EQUIPMENT		24.83
	PV-160883	06/02/2016	1000414452	01-0000-0-5620.00-0000-7200-112-000-000	NN	RENTALS, LEASES OF EQUIPMENT		536.26
			TOTAL PAYMENT AMOUNT		561.09 *			561.09
103140/00	PRUDENTIAL INSURANCE							
	PV-160891	06/03/2016	INSURANCE MAY 16	01-0100-0-9556.00-0000-0000-000-000-000	NN	MISC DISTRICT VOL-DEDS (1)		19.50
			TOTAL PAYMENT AMOUNT		19.50 *			19.50
103983/00	PURCHASE POWER							
	PV-160838	05/31/2016	8000-9090-0031-8266 MAY 16	01-0000-0-5930.00-0000-7200-112-000-000	NN	COMMUNICATION - POSTAGE/METER		1,020.99
			TOTAL PAYMENT AMOUNT		1,020.99 *			1,020.99
100073/00	QUILL CORPORATION							
	160958 PO-160911	06/03/2016	5267596	1 01-0824-0-4300.00-1110-1000-110-000-000	NN P	SUPPLIES	153.94	153.94
	161014 PO-160967	05/26/2016	5267768	1 01-1100-0-4300.00-1110-1000-111-000-000	NN P	SUPPLIES	20.63	20.63
	161062 PO-161049	06/01/2016	5620987	1 01-1100-0-4300.00-1110-1000-111-000-000	NN P	SUPPLIES	21.35	21.35
			TOTAL PAYMENT AMOUNT		195.92 *			195.92
101122/00	RAY MORGAN COMPANY							
	161024 PO-160958	06/02/2016	1229217	1 01-0824-0-4300.00-1110-1000-310-000-000	NN F	SUPPLIES	109.66	80.99
			TOTAL PAYMENT AMOUNT		80.99 *			80.99
104690/00	RAZZARI AUTO CENTER							
	160837 PO-160802	06/02/2016	FORD TRANSIT VAN	1 01-6382-0-6499.00-3824-1000-310-231-000	NN F	ALL OTHER CAPITAL OUTLAY	29098.00	29,098.00
			TOTAL PAYMENT AMOUNT		29,098.00 *			29,098.00

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
102406/00	REALLY GOOD STUFF INC							
161003	PO-160977	05/26/2016 5506811	1	01-1100-0-4300.00-1110-1000-111-000-000		YN F	787.46	678.32
				SUPPLIES				
160985	PO-160995	05/26/2016 5506218	1	01-0824-0-4300.00-1110-1000-111-000-000		YN F	94.40	94.40
				SUPPLIES				
				TOTAL PAYMENT AMOUNT		772.72 *		772.72
				TOTAL USE TAX AMOUNT		57.95		
103973/00	ROSETTA STONE LTD							
161070	PO-161042	06/03/2016 8620619	1	01-0824-0-4313.00-0000-2495-310-000-200		NN F	3129.00	3,129.00
				SOFTWARE - NON CURRICULA				
				TOTAL PAYMENT AMOUNT		3,129.00 *		3,129.00
104686/00	SAENZ PEST CONTROL							
	PV-160906	06/03/2016 680		01-8150-0-5565.00-0000-8110-112-000-000		NN		170.00
				PEST CONTROL				
	PV-160906	06/03/2016 678		01-8150-0-5565.00-0000-8110-112-000-000		NN		210.00
				PEST CONTROL				
	PV-160906	06/03/2016 676		01-8150-0-5565.00-0000-8110-112-000-000		NN		180.00
				PEST CONTROL				
	PV-160906	06/03/2016 679		01-8150-0-5565.00-0000-8110-112-000-000		NN		180.00
				PEST CONTROL				
				TOTAL PAYMENT AMOUNT		740.00 *		740.00
104245/00	SAN JOAQUIN PEST CONTROL							
	PV-160876	06/02/2016 0274086		01-8150-0-5565.00-0000-8110-112-000-000		NN		100.00
				PEST CONTROL				
	PV-160876	06/02/2016 0274083		01-8150-0-5565.00-0000-8110-112-000-000		NN		100.00
				PEST CONTROL				
	PV-160876	06/02/2016 0274087		01-8150-0-5565.00-0000-8110-112-000-000		NN		250.00
				PEST CONTROL				
	PV-160876	06/02/2016 0274084		01-8150-0-5565.00-0000-8110-112-000-000		NN		100.00
				PEST CONTROL				
	PV-160876	06/02/2016 0274085		01-8150-0-5565.00-0000-8110-112-000-000		NN		100.00
				PEST CONTROL				
				TOTAL PAYMENT AMOUNT		650.00 *		650.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2 T9MPS				
076660/00	SANTA NELLA	000000000					
PV-160901	06/03/2016	ACCT 00119-COM030	01-0000-0-5530.00-0000-8200-112-000-000 NN				480.57
			WATER&/OR SEWAGE				
PV-160901	06/03/2016	ACCT 00119-COM031	01-0000-0-5530.00-0000-8200-112-000-000 NN				1,688.97
			WATER&/OR SEWAGE				
		TOTAL PAYMENT AMOUNT		2,169.54 *			2,169.54
104746/00	SANTANDER LEASING LLC						
PV-160859	06/02/2016	1826880	01-0823-0-7438.00-0000-9100-112-000-000 NN				2,119.59
			DEBT SERVICE - INTEREST				
PV-160859	06/02/2016	1826880	01-0823-0-7439.00-0000-9100-112-000-000 NN				30,023.41
			OTHER DEBT SERVICE - PRINCIPAL				
		TOTAL PAYMENT AMOUNT		32,143.00 *			32,143.00
104764/00	SCHOLASTIC INC.						
160699	PO-160671	05/26/2016 44394990	1 01-4203-0-4300.00-1110-1000-115-000-000 YN F			62.74	60.00
			SUPPLIES				
PV-160833	05/31/2016	44394990	01-4203-0-4300.00-1110-1000-115-000-000 NN				30.00
			SUPPLIES				
		TOTAL PAYMENT AMOUNT		90.00 *			90.00
		TOTAL USE TAX AMOUNT		4.50			
101566/00	SCHOOL HEALTH CORPORATION						
160939	PO-160922	05/26/2016 3132015-00	1 01-0000-0-4300.00-1110-3140-112-000-000 NN F			259.20	283.20
			SUPPLIES				
		TOTAL PAYMENT AMOUNT		283.20 *			283.20
101568/00	SCHOOL SERVICES OF CALIFORNIA						
PV-160881	06/02/2016	0105698-IN	01-0000-0-5899.00-0000-7200-112-000-000 NN				230.00
			OTHER SERVICES, FEES, OP EXPS				
		TOTAL PAYMENT AMOUNT		230.00 *			230.00
102033/00	SCHOOL SPECIALTY INC						
161002	PO-160978	05/26/2016 208116209626	1 01-0824-0-4300.00-1110-1000-111-000-000 NN P			219.30	219.30
			SUPPLIES				
		TOTAL PAYMENT AMOUNT		219.30 *			219.30

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount

104009/00	SCHOOLCITY INC							
161095 PO-161059	06/02/2016	35015		1 01-3010-0-5866.00-1110-1000-110-000-000 NN F			250.00	250.00
				PROFESSIONAL SERVICES				
161095 PO-161059	06/02/2016	35015		2 01-3010-0-5866.00-1110-1000-111-000-000 NN F			250.00	250.00
				PROFESSIONAL SERVICES				
161095 PO-161059	06/02/2016	35015		3 01-3010-0-5866.00-1110-1000-115-000-000 NN F			250.00	250.00
				PROFESSIONAL SERVICES				
161095 PO-161059	06/02/2016	35015		4 01-0824-0-5866.00-1110-1000-310-000-000 NN F			250.00	250.00
				PROFESSIONAL SERVICES				
				TOTAL PAYMENT AMOUNT		1,000.00 *		1,000.00
104015/00	SHERWIN WILLIAMS							
160423 PO-160408	06/03/2016	1671-1		1 01-8150-0-5630.00-0000-8110-112-000-000 NN P			191.70	191.70
				REPAIRS/MAINT - BUILDING				
160423 PO-160408	06/03/2016	1732-1		1 01-8150-0-5630.00-0000-8110-112-000-000 NN P			442.85	442.85
				REPAIRS/MAINT - BUILDING				
				TOTAL PAYMENT AMOUNT		634.55 *		634.55
104478/00	SIMS, SABINE							
161114 PO-161076	06/01/2016	DRIVER PHYSICAL REIMB		1 01-0823-0-5845.00-0000-3600-112-000-000 NN F			60.00	60.00
				PHYSICAL EXAMS				
				TOTAL PAYMENT AMOUNT		60.00 *		60.00
103946/00	SISC FLEX							
PV-160889	06/03/2016	INSURANCE MAY 16		01-0100-0-9555.00-0000-0000-000-000-000 NN				1,200.26
				125 DEP CARE & MED REIMBURSE				
PV-160889	06/03/2016	INSURANCE JUNE 16		01-0100-0-9555.00-0000-0000-000-000-000 NN				1,200.26
				125 DEP CARE & MED REIMBURSE				
				TOTAL PAYMENT AMOUNT		2,400.52 *		2,400.52
103613/00	SOLUTION TREE							
160839 PO-160801	05/26/2016	859903		1 01-3010-0-4300.00-1110-1000-115-000-000 NN F			2150.17	2,000.16
				SUPPLIES				
				TOTAL PAYMENT AMOUNT		2,000.16 *		2,000.16

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2 T9MPS				
102511/00	SOUTHWEST SCHOOL & OFFICE						
160120	PO-160127	05/26/2016	backorder	1 01-0824-0-4300.00-1110-1000-310-000-000	NN O	-18.84	0.00
			SUPPLIES				
160120	PO-160127	05/26/2016	PINV0030791	1 01-0824-0-4300.00-1110-1000-310-000-000	NN F	18.84	18.84
			SUPPLIES				
160681	PO-160664	05/26/2016	PINV00099770	1 01-0824-0-4300.00-1110-1000-110-000-000	NN F	11.30	11.28
			SUPPLIES				
160742	PO-160711	05/26/2016	PINV0103739	1 01-0824-0-4300.00-0000-2700-115-000-000	NN P	83.95	83.95
			SUPPLIES				
160867	PO-160831	05/26/2016	PINV0123476	1 01-6300-0-4300.00-1110-1000-110-000-000	NN F	109.19	109.19
			SUPPLIES				
160908	PO-160874	05/26/2016	PINV0130264	1 01-1100-0-4300.00-1110-1000-110-000-000	NN F	259.20	259.20
			SUPPLIES				
160949	PO-160915	05/26/2016	PINV0136592	1 01-0824-0-4300.00-1110-1000-115-000-000	NN P	274.97	274.97
			SUPPLIES				
160947	PO-160916	06/03/2016	PINV0135529	1 01-0824-0-4300.00-1110-1000-115-000-000	NN F	100.56	101.02
			SUPPLIES				
160959	PO-160927	05/26/2016	PINV0135526	1 01-0824-0-4300.00-0000-2700-115-000-000	NN P	554.56	554.56
			SUPPLIES				
160959	PO-160927	05/26/2016	PINV0142141	1 01-0824-0-4300.00-0000-2700-115-000-000	NN P	147.69	147.69
			SUPPLIES				
			TOTAL PAYMENT AMOUNT		1,560.70 *		1,560.70
104405/00	SOUTHWEST SCHOOL AND OFFICE						
161027	PO-160957	05/26/2016	PINV0141162	1 01-0824-0-4300.00-1110-1000-310-000-000	NN F	91.12	91.12
			SUPPLIES				
			TOTAL PAYMENT AMOUNT		91.12 *		91.12
104787/00	SSDA						
	PV-160898	06/03/2016	MEMBERSHIP FEE	01-0000-0-5300.00-0000-7150-112-000-000	NN		1,920.00
			DUES & MEMBERSHIPS				
			TOTAL PAYMENT AMOUNT		1,920.00 *		1,920.00
103885/00	STANDARD INSURANCE COMPANY						
	PV-160893	06/03/2016	CT501236 MAY 16	01-0100-0-9554.00-0000-0000-000-000-000	NN		1,806.20
			INSURANCE				
			TOTAL PAYMENT AMOUNT		1,806.20 *		1,806.20

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
				FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2	T9MPS			
103447/00	SYNCB/AMAZON							
160148 PO-160142	06/02/2016	154854152053		1 01-0000-0-4350.00-0000-7200-112-000-000	NN P		45.35	45.35
				OFFICE SUPPLIES				
160544 PO-160528	06/02/2016	23424833801		1 01-0824-0-4300.00-1110-1000-110-000-000	NN P		79.99	79.99
				SUPPLIES				
160583 PO-160551	06/02/2016	147888252293		1 01-0824-0-4300.00-1110-1000-111-000-000	NN P		59.00	59.00
				SUPPLIES				
160583 PO-160551	06/02/2016	151061463676		1 01-0824-0-4300.00-1110-1000-111-000-000	NN P		11.83	11.83
				SUPPLIES				
160583 PO-160551	06/02/2016	151068115724		1 01-0824-0-4300.00-1110-1000-111-000-000	NN P		90.24	90.24
				SUPPLIES				
160583 PO-160551	06/02/2016	151065914908		1 01-0824-0-4300.00-1110-1000-111-000-000	NN P		97.72	97.72
				SUPPLIES				
160583 PO-160551	06/02/2016	151060967154		1 01-0824-0-4300.00-1110-1000-111-000-000	NN P		185.94	185.94
				SUPPLIES				
160698 PO-160670	06/02/2016	066243690468		1 01-0824-0-5866.00-0000-2490-115-000-000	NN P		19.41	19.41
				PROFESSIONAL SERVICES				
160698 PO-160670	06/02/2016	066245195554		1 01-0824-0-5866.00-0000-2490-115-000-000	NN P		21.01	21.01
				PROFESSIONAL SERVICES				
160698 PO-160670	06/02/2016	066242936152		1 01-0824-0-5866.00-0000-2490-115-000-000	NN P		48.10	48.10
				PROFESSIONAL SERVICES				
160698 PO-160670	06/02/2016	210007067116		1 01-0824-0-5866.00-0000-2490-115-000-000	NN P		10.82	10.82
				PROFESSIONAL SERVICES				
160698 PO-160670	06/02/2016	066243787597		1 01-0824-0-5866.00-0000-2490-115-000-000	NN P		203.70	203.70
				PROFESSIONAL SERVICES				
160698 PO-160670	06/02/2016	234190041549		1 01-0824-0-5866.00-0000-2490-115-000-000	NN M		0.00	-102.91
				PROFESSIONAL SERVICES				
160698 PO-160670	06/02/2016	066242567937		1 01-0824-0-5866.00-0000-2490-115-000-000	NN F		202.02	267.17
				PROFESSIONAL SERVICES				
160767 PO-160748	06/02/2016	015035484271		1 01-0824-0-4300.00-1110-1000-310-000-000	NN P		208.88	208.88
				SUPPLIES				
160767 PO-160748	06/02/2016	190717553703		1 01-0824-0-4300.00-1110-1000-310-000-000	NN P		25.28	25.28
				SUPPLIES				
161087 PO-161051	06/02/2016	140047370786		1 01-0000-0-4400.00-0000-7200-112-000-000	NN P		1009.15	1,009.15
				NON-CAPITALIZED EQUIPMENT				
161087 PO-161051	06/02/2016	140047370786		2 01-6500-0-4400.00-5770-1110-112-000-000	NN P		1009.15	1,009.15
				NON-CAPITALIZED EQUIPMENT				
161087 PO-161051	06/02/2016	082740854160		2 01-6500-0-4400.00-5770-1110-112-000-000	NN P		171.91	171.91
				NON-CAPITALIZED EQUIPMENT				
161087 PO-161051	06/02/2016	082740854160		1 01-0000-0-4400.00-0000-7200-112-000-000	YN F		171.56	171.91
				NON-CAPITALIZED EQUIPMENT				
161087 PO-161051	06/02/2016	134607989316		2 01-6500-0-4400.00-5770-1110-112-000-000	NN P		55.00	55.00
				NON-CAPITALIZED EQUIPMENT				
161087 PO-161051	06/02/2016	154850058584		2 01-6500-0-4400.00-5770-1110-112-000-000	NN P		214.98	214.98
				NON-CAPITALIZED EQUIPMENT				
TOTAL PAYMENT AMOUNT						3,903.63 *		3,903.63
TOTAL USE TAX AMOUNT						12.89		

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
104599/00	TAYLOR, PAULINA							
161050	PO-160939 06/02/2016	LINK CREW CONF REIMB		1 01-0824-0-5200.00-1110-1000-310-000-000 NN F			470.40	420.17
		TRAVEL & CONFERENCE						
		TOTAL PAYMENT AMOUNT			420.17 *			420.17
104288/00	TESEI PETROLEUM							
	PV-160858 06/02/2016 53051			01-0823-0-4341.00-0000-3600-112-000-000 NN				2,395.78
		GAS, OIL LUBE, ETC						
	PV-160880 06/02/2016 52960			01-7010-0-4300.00-1110-1000-310-000-000 NN				58.03
		SUPPLIES						
	PV-160880 06/02/2016 52960			01-1100-0-4300.00-1801-4200-310-000-000 NN				158.45
		SUPPLIES						
	PV-160880 06/02/2016 52960			01-0000-0-4341.00-0000-8200-112-000-000 NN				246.72
		GAS, OIL LUBE, ETC						
	PV-160880 06/02/2016 52960			01-8150-0-4341.00-0000-8110-112-000-000 NN				127.76
		GAS, OIL LUBE, ETC						
	PV-160880 06/02/2016 52960			01-0824-0-4300.00-1110-1000-110-000-000 NN				18.76
		SUPPLIES						
		TOTAL PAYMENT AMOUNT			3,005.50 *			3,005.50
104928/00	THE CITIZEN HOTEL							
161090	PO-161054 06/02/2016	K. KILLOUGH # 84688965		1 01-0824-0-5200.00-1110-1000-310-000-000 NN F			609.53	653.16
		TRAVEL & CONFERENCE						
		TOTAL PAYMENT AMOUNT			653.16 *			653.16
020571/00	THE OFFICE CITY		000000000					
161053	PO-161018 06/02/2016	IN-1359321		1 01-0824-0-4300.00-1110-1000-310-000-000 NN F			225.00	243.00
		SUPPLIES						
		TOTAL PAYMENT AMOUNT			243.00 *			243.00
104931/00	THE PLAZA SUITES							
161126	PO-161083 06/02/2016	CONFIRMATION# 8420844		1 01-0000-0-5200.00-0000-7200-112-000-000 NN F			191.69	178.32
		TRAVEL & CONFERENCE						
		TOTAL PAYMENT AMOUNT			178.32 *			178.32

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount

104936/00	U.S. BANK							
	PV-160907	06/03/2016 LB FAIR ADMISSION		01-0000-0-5899.00-0000-7200-112-000-000 NN				10.00
				OTHER SERVICES, FEES, OP EXPS				
		TOTAL PAYMENT AMOUNT			10.00 *			10.00
104323/00	U.S. BANK EQUIPMENT FINANCE							
	PV-160835	05/31/2016 305496564		01-0000-0-5620.00-0000-2700-112-000-000 NN				917.14
				RENTALS, LEASES OF EQUIPMENT				
	PV-160835	05/31/2016 305496564		01-1100-0-5620.00-1110-1000-110-000-000 NN				917.14
				RENTALS, LEASES OF EQUIPMENT				
	PV-160835	05/31/2016 305496564		01-3010-0-5620.00-1110-1000-111-000-000 NN				917.14
				RENTALS, LEASES OF EQUIPMENT				
	PV-160835	05/31/2016 305496564		01-1100-0-5620.00-1110-1000-115-000-000 NN				1,375.72
				RENTALS, LEASES OF EQUIPMENT				
	PV-160835	05/31/2016 305496564		01-1100-0-5620.00-1110-1000-310-000-000 NN				2,292.85
				RENTALS, LEASES OF EQUIPMENT				
	PV-160836	05/31/2016 305496507		01-1100-0-5620.00-1110-1000-110-000-000 NN				234.97
				RENTALS, LEASES OF EQUIPMENT				
		TOTAL PAYMENT AMOUNT			6,654.96 *			6,654.96
092087/00	VALLEY PARTS SERVICE		770001024					
	160673	PO-160642 05/26/2016 261605		1 01-0823-0-4344.00-0000-3600-112-000-000 NN P			31.19	31.19
				REPLACEMENT PARTS				
	160673	PO-160642 05/26/2016 261716		1 01-0823-0-4344.00-0000-3600-112-000-000 NN M			0.00	-6.26
				REPLACEMENT PARTS				
	160673	PO-160642 06/03/2016 262794		1 01-0823-0-4344.00-0000-3600-112-000-000 NN P			19.24	19.24
				REPLACEMENT PARTS				
	160673	PO-160642 06/03/2016 263500		1 01-0823-0-4344.00-0000-3600-112-000-000 NN P			118.94	118.94
				REPLACEMENT PARTS				
	160673	PO-160642 06/03/2016 263501		1 01-0823-0-4344.00-0000-3600-112-000-000 NN P			118.94	118.94
				REPLACEMENT PARTS				
	160673	PO-160642 06/03/2016 263550		1 01-0823-0-4344.00-0000-3600-112-000-000 NN P			115.61	115.61
				REPLACEMENT PARTS				
	160673	PO-160642 06/03/2016 263551		1 01-0823-0-4344.00-0000-3600-112-000-000 NN P			7.06	7.06
				REPLACEMENT PARTS				
	160673	PO-160642 06/03/2016 263649		1 01-0823-0-4344.00-0000-3600-112-000-000 NN P			9.72	9.72
				REPLACEMENT PARTS				
	161068	PO-161043 06/03/2016 52716		1 01-7010-0-4300.00-1110-1000-310-000-000 NN P			3.43	3.43
				SUPPLIES				
	161068	PO-161043 06/03/2016 262154		1 01-7010-0-4300.00-1110-1000-310-000-000 NN F			168.16	171.59
				SUPPLIES				
	161102	PO-161065 06/01/2016 260212		1 01-8150-0-4300.00-0000-8110-112-000-000 NN M			0.00	-4.62
				SUPPLIES				

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD-RESC-Y-0BJT.S0-GOAL-FUNC-SCH-DD1-DD2 T9MPS	ABA num	Account num	Liq Amt	Net Amount
092087 (CONTINUED)								
161102 PO-161065	06/03/2016	262574		1 01-8150-0-4300.00-0000-8110-112-000-000 NN P			88.32	88.32
				SUPPLIES				
161102 PO-161065	06/03/2016	263614		1 01-8150-0-4300.00-0000-8110-112-000-000 NN P			18.11	18.11
				SUPPLIES				
161102 PO-161065	06/03/2016	32616		1 01-8150-0-4300.00-0000-8110-112-000-000 NN P			3.05	3.05
				SUPPLIES				
161102 PO-161065	06/03/2016	42516		1 01-8150-0-4300.00-0000-8110-112-000-000 NN P			1.00	1.00
				SUPPLIES				
161102 PO-161065	06/03/2016	052716		1 01-8150-0-4300.00-0000-8110-112-000-000 NN P			2.00	2.00
				SUPPLIES				
161076 PO-161072	06/01/2016	262874		1 01-8150-0-4300.00-0000-8110-112-000-000 NN F			13.81	13.81
				SUPPLIES				
161072 PO-161073	06/01/2016	261962		1 01-8150-0-4300.00-0000-8110-112-000-000 NN F			100.73	100.73
				SUPPLIES				
				TOTAL PAYMENT AMOUNT		811.86 *		811.86
104503/00 VERIZON WIRELESS								
	PV-160860	06/02/2016	9765758708	01-0000-0-5912.00-0000-2700-112-000-000 NN				326.01
				COMMUN - INTERNET SVCS/LINES				
	PV-160861	06/02/2016	9765758707	01-0000-0-5922.00-0000-2700-112-000-000 NN				341.38
				COMMUNICATION - TELEPHONE SVCS				
				TOTAL PAYMENT AMOUNT		667.39 *		667.39
102397/00 VERNIER SOFTWARE & TECHNOLOGY								
161034 PO-160950	05/26/2016	5212978		1 01-9059-0-8699.00-0000-0000-310-000-000 NN F			1511.01	1,616.87
				ALL OTHER LOCAL REVENUES				
				TOTAL PAYMENT AMOUNT		1,616.87 *		1,616.87
104421/00 WESTERN BAT SPECIALISTS INC 880395703								
161066 PO-161045	06/02/2016	2895C		1 01-8150-0-5565.00-0000-8110-112-000-000 NN F			185.00	185.00
				PEST CONTROL				
				TOTAL PAYMENT AMOUNT		185.00 *		185.00
098817/00 YANCEY HOME CENTER 000000000								
160180 PO-160178	06/03/2016	A2016005665		1 01-8150-0-4300.00-0000-8110-112-000-000 NN P			562.30	562.30
				SUPPLIES				
160180 PO-160178	06/03/2016	A2016005996		1 01-8150-0-4300.00-0000-8110-112-000-000 NN P			7.27	7.27
				SUPPLIES				

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2	T9MPS			
098817 (CONTINUED)							
160180	PO-160178	06/03/2016	A2016006002	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	16.12	16.12
				SUPPLIES			
160180	PO-160178	06/03/2016	A2016006016	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	23.88	23.88
				SUPPLIES			
160180	PO-160178	06/03/2016	A2016007667	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	4.30	4.30
				SUPPLIES			
160180	PO-160178	06/03/2016	A2016008171	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	28.79	28.79
				SUPPLIES			
160180	PO-160178	06/03/2016	R2016000459	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	36.55	36.55
				SUPPLIES			
160180	PO-160178	06/03/2016	A2016008976	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	1.59	1.59
				SUPPLIES			
160180	PO-160178	06/03/2016	A2016012757	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	8.59	8.59
				SUPPLIES			
160180	PO-160178	06/03/2016	R2016000684	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	31.21	31.21
				SUPPLIES			
160180	PO-160178	06/03/2016	A2016013654	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	438.58	438.58
				SUPPLIES			
160180	PO-160178	06/03/2016	A201601579	1 01-8150-0-4300.00-0000-8110-112-000-000	NN F	5.89	5.38
				SUPPLIES			
160284	PO-160276	06/03/2016	R2016000412	1 01-7010-0-4300.00-1110-1000-310-000-000	NN P	373.60	373.60
				SUPPLIES			
160636	PO-160623	06/03/2016	A2016015099	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	12.91	12.91
				SUPPLIES			
160636	PO-160623	06/03/2016	A2016015105	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	21.39	21.39
				SUPPLIES			
160636	PO-160623	06/03/2016	A2016015325	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	14.46	14.46
				SUPPLIES			
160636	PO-160623	06/03/2016	A2016015459	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	38.44	38.44
				SUPPLIES			
160636	PO-160623	06/03/2016	A2016015896	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	68.11	68.11
				SUPPLIES			
160636	PO-160623	06/03/2016	A2016016053	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	8.60	8.60
				SUPPLIES			
160636	PO-160623	06/03/2016	A2016016065	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	16.04	16.04
				SUPPLIES			
160636	PO-160623	06/03/2016	A2016016253	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	46.40	46.40
				SUPPLIES			
160636	PO-160623	06/03/2016	A2016016591	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	40.88	40.88
				SUPPLIES			
160636	PO-160623	06/03/2016	R2016000862	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	58.46	58.46
				SUPPLIES			
160636	PO-160623	06/03/2016	A2016016602	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	35.48	35.48
				SUPPLIES			
160636	PO-160623	06/03/2016	A2016017158	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P	12.88	12.88
				SUPPLIES			

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2	ABA num T9MPS	Account num	Liq Amt	Net Amount
098817 (CONTINUED)								
160636 PO-160623	06/03/2016	A2016017278		1 01-8150-0-4300.00-0000-8110-112-000-000	NN P		3.22	3.22
				SUPPLIES				
160636 PO-160623	06/03/2016	R2016000929		1 01-8150-0-4300.00-0000-8110-112-000-000	NN P		4.28	4.28
				SUPPLIES				
160636 PO-160623	06/03/2016	A2016017727		1 01-8150-0-4300.00-0000-8110-112-000-000	NN P		9.67	9.67
				SUPPLIES				
160636 PO-160623	06/03/2016	A2016018273		1 01-8150-0-4300.00-0000-8110-112-000-000	NN P		4.84	4.84
				SUPPLIES				
160636 PO-160623	06/03/2016	A2016018480		1 01-8150-0-4300.00-0000-8110-112-000-000	NN P		15.47	15.47
				SUPPLIES				
160636 PO-160623	06/03/2016	FCH213101		1 01-8150-0-4300.00-0000-8110-112-000-000	NN P		27.59	27.59
				SUPPLIES				
160636 PO-160623	06/03/2016	A2016019378		1 01-8150-0-4300.00-0000-8110-112-000-000	NN P		27.50	27.50
				SUPPLIES				
160636 PO-160623	06/03/2016	A2016019962		1 01-8150-0-4300.00-0000-8110-112-000-000	NN P		5.16	5.16
				SUPPLIES				
160636 PO-160623	06/03/2016	A2016020126		1 01-8150-0-4300.00-0000-8110-112-000-000	NN P		3.22	3.22
				SUPPLIES				
160636 PO-160623	06/03/2016	R2016001100		1 01-8150-0-4300.00-0000-8110-112-000-000	NN P		3.21	3.21
				SUPPLIES				
160636 PO-160623	06/03/2016	A2016020700		1 01-8150-0-4300.00-0000-8110-112-000-000	NN P		1.61	1.61
				SUPPLIES				
160636 PO-160623	06/03/2016	A2016021058		1 01-8150-0-4300.00-0000-8110-112-000-000	NN P		51.39	51.39
				SUPPLIES				
160636 PO-160623	06/03/2016	A2016014805		1 01-8150-0-4300.00-0000-8110-112-000-000	NN P		160.12	160.12
				SUPPLIES				
TOTAL PAYMENT AMOUNT						2,229.49 *		2,229.49
104319/00 YARD MASTERS INC.								
PV-160857	06/02/2016	3964		01-0000-0-5802.00-0000-8110-112-000-000	NN			8,490.00
				MAINTENANCE AGRMTS-NONEQUIP				
TOTAL PAYMENT AMOUNT						8,490.00 *		8,490.00
TOTAL FUND PAYMENT						275,977.28 **		275,977.28
TOTAL USE TAX AMOUNT						575.91		

MERCED COUNTY OFFICE OF EDUCATION
WARRANT REGISTER BATCH COVER

Gustine

DATE: 6/3/16

DISTRICT FUND: 11 - 5074

BATCH# 22

DISTRICT NAME: 14 - GUSTINE UNIFIED SCHOOL DISTRICT

TOTAL AMOUNT OF REGISTER: \$ 1,528.96

01-5070
11-5074
13-5077
14-5072
17-5071
21-5066
25-5075
35-5078
40-5065

CHECK LIST FOR WARRANT REGISTERS
(PLEASE CHECKMARK EACH)

- Verify cash for each fund
- Ensure deposits have been made at the County Treasurer by 11 a.m.
- Provide all pages of prelist and Cover Sheet for each fund on prelist (even if zero)
- Retain original prelist for your records
- Proper signed authorization for each batch

ALL BATCHES MUST BE RELEASED AND HELD FOR AUDIT

DISTRICT SERVICES USE ONLY

RECEIVED BY DISTRICT SERVICES: _____

AUDIT APPROVED: _____

CASH CHECKED: _____

RELEASED FOR PAYMENT: _____

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount

101122/00	RAY MORGAN COMPANY							
PV-160849	06/02/2016	1052396		11-3926-0-5620.00-0000-2700-312-000-000 NN		RENTALS, LEASES OF EQUIPMENT		39.08
PV-160849	06/02/2016	1197038		11-3926-0-5620.00-0000-2700-312-000-000 NN		RENTALS, LEASES OF EQUIPMENT		100.43
PV-160849	06/02/2016	1202659		11-3926-0-5620.00-0000-2700-312-000-000 NN		RENTALS, LEASES OF EQUIPMENT		930.87
TOTAL PAYMENT AMOUNT								1,070.38 *
104323/00	U.S. BANK EQUIPMENT FINANCE							
PV-160835	05/31/2016	305496564		11-3926-0-5620.00-0000-2700-312-000-000 NN		RENTALS, LEASES OF EQUIPMENT		229.29
PV-160835	05/31/2016	305496564		11-3905-0-5620.00-0000-2700-312-000-000 NN		RENTALS, LEASES OF EQUIPMENT		229.29
TOTAL PAYMENT AMOUNT								458.58 *
TOTAL FUND					PAYMENT			1,528.96 **

MERCED COUNTY OFFICE OF EDUCATION
WARRANT REGISTER BATCH COVER

Gustine

DATE: 6/3/16
DISTRICT FUND: 13 - 5077 BATCH# 22
DISTRICT NAME: 14 - GUSTINE UNIFIED SCHOOL DISTRICT
TOTAL AMOUNT OF REGISTER: \$ 10,098.99

01-5070
11-5074
13-5077
14-5072
17-5071
21-5066
25-5075
35-5078
40-5065

CHECK LIST FOR WARRANT REGISTERS
(PLEASE CHECKMARK EACH)

- Verify cash for each fund
- Ensure deposits have been made at the County Treasurer by 11 a.m.
- Provide all pages of prelist and Cover Sheet for each fund on prelist (even if zero)
- Retain original prelist for your records
- Proper signed authorization for each batch

ALL BATCHES MUST BE RELEASED AND HELD FOR AUDIT

DISTRICT SERVICES USE ONLY

RECEIVED BY DISTRICT SERVICES: _____

AUDIT APPROVED: _____

CASH CHECKED: _____

RELEASED FOR PAYMENT: _____

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
016633/00	CENTRAL SANITARY SUPPLY CO		000000000					
161125 PO-161082	06/02/2016	701951		1 13-5310-0-4300.00-0000-3700-112-000-000		NN P	1195.30	1,195.30
				SUPPLIES				
161125 PO-161082	06/02/2016	692816		1 13-5310-0-4300.00-0000-3700-112-000-000		NN P	1219.54	1,219.54
				SUPPLIES				
				TOTAL PAYMENT AMOUNT		2,414.84 *		2,414.84
064370/00	OFFICE SUPPLY EXPRESS		770446496					
160035 PO-160009	06/02/2016	118621		1 13-5310-0-4350.00-0000-3700-112-000-000		NN P	126.14	126.14
				OFFICE SUPPLIES				
				TOTAL PAYMENT AMOUNT		126.14 *		126.14
104288/00	TESEI PETROLEUM							
	PV-160880	06/02/2016	52960					
				13-5310-0-4341.00-0000-3700-112-000-000		NN		73.60
				GAS, OIL LUBE, ETC				
				TOTAL PAYMENT AMOUNT		73.60 *		73.60
103152/00	THE CLM GROUP, INC.							
161116 PO-161078	06/01/2016	29612		1 13-5310-0-4313.00-0000-3700-112-000-000		NN F	3997.82	3,997.82
				SOFTWARE - NON CURRICULA				
161117 PO-161079	06/01/2016	29019		1 13-5310-0-4313.00-0000-3700-112-000-000		YN F	2554.00	2,554.00
				SOFTWARE - NON CURRICULA				
				TOTAL PAYMENT AMOUNT		6,551.82 *		6,551.82
				TOTAL USE TAX AMOUNT		191.55		
104840/00	THERMO KING OF SALINAS							
161113 PO-161075	06/01/2016	2043420		1 13-5310-0-5620.00-0000-3700-112-000-000		NN M	0.00	-267.79
				RENTALS, LEASES OF EQUIPMENT				
161113 PO-161075	06/01/2016	2043231		1 13-5310-0-5620.00-0000-3700-112-000-000		NN F	1022.62	1,200.38
				RENTALS, LEASES OF EQUIPMENT				
				TOTAL PAYMENT AMOUNT		932.59 *		932.59
				TOTAL FUND PAYMENT		10,098.99 **		10,098.99
				TOTAL USE TAX AMOUNT		191.55		

MERCED COUNTY OFFICE OF EDUCATION
WARRANT REGISTER BATCH COVER

Gustine

DATE: 6/3/16

DISTRICT FUND: ~~01-5070~~ 21-5066

BATCH# 22

DISTRICT NAME: 14 - GUSTINE UNIFIED SCHOOL DISTRICT

TOTAL AMOUNT OF REGISTER: \$ 86,936.88

01-5070
11-5074
13-5077
14-5072
17-5071
21-5066
25-5075
35-5078
40-5065

CHECK LIST FOR WARRANT REGISTERS
(PLEASE CHECKMARK EACH)

- Verify cash for each fund
- Ensure deposits have been made at the County Treasurer by 11 a.m.
- Provide all pages of prelist and Cover Sheet for each fund on prelist (even if zero)
- Retain original prelist for your records
- Proper signed authorization for each batch

ALL BATCHES MUST BE RELEASED AND HELD FOR AUDIT

DISTRICT SERVICES USE ONLY

RECEIVED BY DISTRICT SERVICES: _____

AUDIT APPROVED: _____

CASH CHECKED: _____

RELEASED FOR PAYMENT: _____

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
006217/00	ATKINSON ANDELSON LOYA		953378600					
	PV-160841	06/01/2016 497835		21-0000-6-5801.00-0000-8500-112-000-000 NY				1,246.88
				LEGAL FEES				
				TOTAL PAYMENT AMOUNT		1,246.88 *		1,246.88
104863/00	CALIFORNIA DESIGN WEST INC.							
	PV-160842	06/01/2016 191601-2		21-0000-6-6215.00-0000-8500-115-000-337 NN				9,015.00
				ARCHITECT/ ENGINEERING FEES				
	PV-160843	06/01/2016 191601-1		21-0000-6-6215.00-0000-8500-115-000-337 NN				30,050.00
				ARCHITECT/ ENGINEERING FEES				
	PV-160844	06/01/2016 191501-8		21-0000-6-6215.00-0000-8500-310-000-433 NN				11,110.00
				ARCHITECT/ ENGINEERING FEES				
	PV-160905	06/03/2016 191501-9		21-0000-6-6215.00-0000-8500-310-000-438 NN				15,375.00
				ARCHITECT/ ENGINEERING FEES				
	PV-160905	06/03/2016 191501-9		21-0000-6-6215.00-0000-8500-310-000-433 NN				11,110.00
				ARCHITECT/ ENGINEERING FEES				
	PV-160905	06/03/2016 191501-9		21-0000-6-6215.00-0000-8500-310-000-434 NN				9,030.00
				ARCHITECT/ ENGINEERING FEES				
				TOTAL PAYMENT AMOUNT		85,690.00 *		85,690.00
				TOTAL FUND PAYMENT		86,936.88 **		86,936.88

MERCED COUNTY OFFICE OF EDUCATION
WARRANT REGISTER BATCH COVER

Gustine

DATE: 6/3/16
DISTRICT FUND: 25 - 5075 BATCH# 22
DISTRICT NAME: 14 - GUSTINE UNIFIED SCHOOL DISTRICT
TOTAL AMOUNT OF REGISTER: \$ 4,043.75

01-5070
11-5074
13-5077
14-5072
17-5071
21-5066
25-5075
35-5078
40-5065

CHECK LIST FOR WARRANT REGISTERS
(PLEASE CHECKMARK EACH)

- Verify cash for each fund
- Ensure deposits have been made at the County Treasurer by 11 a.m.
- Provide all pages of prelist and Cover Sheet for each fund on prelist (even if zero)
- Retain original prelist for your records
- Proper signed authorization for each batch

ALL BATCHES MUST BE RELEASED AND HELD FOR AUDIT

DISTRICT SERVICES USE ONLY

RECEIVED BY DISTRICT SERVICES: _____

AUDIT APPROVED: _____

CASH CHECKED: _____

RELEASED FOR PAYMENT: _____

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2	T9MPS			
006217/00	ATKINSON ANDELSON LOYA	953378600					
PV-160841	06/01/2016	497835	25-0000-0-5801.00-0000-8500-112-000-000	NY		393.75	
			LEGAL FEES				
			TOTAL PAYMENT AMOUNT		393.75 *		393.75
077948/00	JACK SCHREDER & ASSOCIATES INC	680119963					
PV-160852	06/02/2016	28042	25-0000-0-5866.00-0000-8500-112-000-000	NN		1,486.25	
			PROFESSIONAL SERVICES				
PV-160856	06/02/2016	27818	25-0000-0-5866.00-0000-8500-112-000-000	NN		1,087.50	
			PROFESSIONAL SERVICES				
PV-160899	06/03/2016	27972	25-0000-0-5866.00-0000-8500-112-000-000	NN		326.25	
			PROFESSIONAL SERVICES				
			TOTAL PAYMENT AMOUNT		2,900.00 *		2,900.00
103965/00	WELLS FARGO BANK						
PV-160845	06/01/2016	1318726	25-0000-0-5899.00-0000-8500-112-000-000	NN		750.00	
			OTHER SERVICES, FEES, OP EXPS				
			TOTAL PAYMENT AMOUNT		750.00 *		750.00
			TOTAL FUND	PAYMENT	4,043.75 **		4,043.75

MERCED COUNTY OFFICE OF EDUCATION
WARRANT REGISTER BATCH COVER

Gustine

DATE: 6/3/16
DISTRICT FUND: 40 - 5065 BATCH# 22
DISTRICT NAME: 14 - GUSTINE UNIFIED SCHOOL DISTRICT
TOTAL AMOUNT OF REGISTER: \$ 10,794.60

01-5070
11-5074
13-5077
14-5072
17-5071
21-5066
25-5075
35-5078
40-5065

CHECK LIST FOR WARRANT REGISTERS
(PLEASE CHECKMARK EACH)

- Verify cash for each fund
- Ensure deposits have been made at the County Treasurer by 11 a.m.
- Provide all pages of prelist and Cover Sheet for each fund on prelist (even if zero)
- Retain original prelist for your records
- Proper signed authorization for each batch

ALL BATCHES MUST BE RELEASED AND HELD FOR AUDIT

DISTRICT SERVICES USE ONLY

RECEIVED BY DISTRICT SERVICES: _____

AUDIT APPROVED: _____

CASH CHECKED: _____

RELEASED FOR PAYMENT: _____

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
104923/00	ROY KLOPPING ENTERPRISES							
161026	PO-160938	06/02/2016 22757		1 40-9450-0-6400.00-0000-8500-112-000-000 NN F			10794.60	10,794.60
				EQUIPMENT				
				TOTAL PAYMENT AMOUNT		10,794.60 *		10,794.60
				TOTAL FUND PAYMENT		10,794.60 **		10,794.60
				TOTAL BATCH PAYMENT		389,380.46 ***	0.00	389,380.46
				TOTAL USE TAX AMOUNT		767.46		
				TOTAL DISTRICT PAYMENT		389,380.46 ****	0.00	389,380.46
				TOTAL USE TAX AMOUNT		767.46		
				TOTAL FOR ALL DISTRICTS:		389,380.46 ****	0.00	389,380.46
				TOTAL USE TAX AMOUNT		767.46		

Number of checks to be printed: 133, not counting voids due to stub overflows.

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: Order of Election for Governing Board Members

AGENDA SECTION: Action/Resolution

PRESENTED BY: Bill Morones, Superintendent

SUMMARY:

Governing Board elections will be held on Tuesday, November 8, 2016. Following Board approval, the attached Resolution and Specifications of the Election Order will be sent to the Merced County Clerk Registrar before the July 6, 2016 deadline.

FISCAL IMPACT: None

BUDGET CATEGORY: None

RECOMMENDED ACTION: Approve

Order of Election

(Education Code Sections 5000, 5018, 5304, 5322)
RESOLUTION ORDERING GOVERNING BOARD MEMBER ELECTION

Resolution Number: 2015/16-15

WHEREAS, the regular biennial election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of members of the governing board of Gustine Unified School District of Merced County, now be it

RESOLVED that the County Superintendent of Schools for this county call the Election as **ORDERED** and in accordance with the designations contained in the following Specifications of the Election Order made under the authority of Education Code Sections 5304 and 5322.

SPECIFICATIONS OF THE ELECTION ORDER

The election shall be held on Tuesday, November 8, 2016

The purpose of the election is to elect three (3) members *(insert number to be elected)*

of the governing board of Gustine Unified School District.

IT IS FURTHER ORDERED that the Clerk or Secretary of the district shall deliver not less than 123 days prior to the date set for the election, two copies of this Resolution and Order to the county superintendent of schools and one copy to the officer conducting the election.

The foregoing Resolution and Order was adopted by a formal vote of the governing board of

Gustine Unified School District of the County of Merced being the board authorized by law to make the designations therein contained on June 8 2016.

On a motion of _____ seconded by _____

the resolution set forth was adopted by the following vote:

Ayes: _____ Noes: _____ Absent: _____

(Signed) _____
Clerk/Secretary of the Governing Board

Instructions: After the Order of Election is adopted by the board, the clerk or secretary should sign the Order and deliver two copies to the county superintendent of schools and one to the officer conducting the election not less than 123 days prior to the date set for the election (Ed. Code 5322). One of these copies is to be delivered by the county superintendent to the county clerk or registrar of voters, with a copy of the Notice of election, at least 120 days prior to the day of the election (Ed. Code 5324).

(1) Instructions: If election is called under Ed. Code Sec. 5018 insert:

**Another purpose is the measure whether the number of members of the governing board of _____ School District shall be increased from three to five.

**Another purpose of the election shall be to elect two additional members of the governing board of _____ School District to serve if the above measure is approved.

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: Education Protection Account, Resolution #2015/16-14

AGENDA SECTION: Action/Resolution

PRESENTED BY: Bill Morones, Superintendent

SUMMARY:

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education and community college districts are required to determine how the moneys received from the Education Protection Account (EPA) are spent in the school or schools within its jurisdiction. Resolution No. 2015/16-14 fulfills the spending determinations requirement and a budget report with revenues and expenditures is also provided.

FISCAL IMPACT: 2015/16 \$2,504,399
2016/17 \$2,412,961

BUDGET CATEGORY: Education Protection Account

RECOMMENDED ACTION: Approve

BEFORE THE GOVERNING BOARD
OF THE
GUSTINE UNIFIED SCHOOL DISTRICT
MERCED COUNTY, CALIFORNIA

RESOLUTION REGARDING THE
EDUCATION PROTECTION ACCOUNT RESOLUTION NO. 2015/16-14

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Governing Board of the Gustine Unified School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the Governing Board of the Gustine Unified School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 8, 2016

Board Member, Pat Rocha, President

Board Member, Crickett Brinkman, Clerk

Board Member, Lettie Borrelli

Board Member, Ernie Longoria

Board Member, Loretta Rose

Merced County Office of Education

Steven E. Gomes, Ed. D., Superintendent



Equal Opportunity Employer

TO: District Chief Business Official
FROM: Cecilia Belmontes, MBA, Director of District Fiscal Services
DATE: May 24, 2016
SUBJECT: Education Protection Account (EPA) Requirements Reminder

Pursuant to Article XIII, Section 36 of the California Constitution, school districts are required to determine how the funds received from the Education Protection Account (EPA) are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The California Department of Education believes this public meeting could be the annual budget adoption meeting. There is also a requirement that districts must annually post on its website an accounting of how much funds were received from EPA and how they were spent.

The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs. We have enclosed a sample resolution that your district may utilize to fulfill the spending determinations requirement. Enclosed with the sample resolution is a sample revenue and expenditure report that districts may use for both the spending determinations and website posting requirements. Please note that in the sample revenue and expenditure report the expenditures are displayed by function code and not by object code.

Also attached is the most recent certification of 2015-16 EPA Entitlements you may use for your estimated spending determinations.

If you have any questions or concerns please feel free to contact any of the following personnel:

Cheryl Phan	(209) 381-6728	cphan@mcoe.org
Dan Silveira	(209) 381-5947	dsilveira@mcoe.org
Kim Freitas	(209) 381-6729	kfreitas@mcoe.org
Cecilia Belmontes	(209) 381-6726	cbelmontes@mcoe.org

Gustine Unified School District

Education Protection Account

Revenue & Expenditures through: June 30, 2016

Fund 01 (General) - Resource 1400 (Education Protection Account)

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	\$ -
Revenue Limit Sources	8010-8099	\$ 2,504,399.00
Federal Revenue	8100-8299	-----
Other State Revenue	8300-8599	-----
Other Local Revenue	8600-8799	-----
All Other Financing Sources and Contributions	8900-8999	-----
Deferred Revenue	9650	-----
TOTAL AVAILABLE		\$ 2,504,399.00
EXPENDITURES AND OTHER FINANCING USES		
Instruction	1000-1999	\$ 2,504,399.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	-----
AU of a Multidistrict SELPA	2200	-----
Instructional Library, Media, and Technology	2420	-----
Other Instructional Resources	2490-2495	-----
School Administration	2700	-----
Pupil Services		
Guidance and Counseling Services	3110	-----
Psychological Services	3120	-----
Attendance and Social Work Services	3130	-----
Health Services	3140	-----
Speech Pathology and Audiology Services	3150	-----
Pupil Testing Services	3160	-----
Pupil Transportation	3600	-----
Food Services	3700	-----
Other Pupil Services	3900	-----
Ancillary Services	4000-4999	
Community Services	5000-5999	
Enterprise	6000-6999	-----
General Administration	7000-7999	-----
Plant Services	8000-8999	
Other Outgo	9000-9999	
TOTAL EXPENDITURES AND OTHER FINANCING USES		\$ 2,504,399.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		\$ -

Prepared by: _____ Lizett Aguilar, CBO

Gustine Unified School District

Education Protection Account

ESTIMATED: Revenue & Expenditures through: June 30, 2017

Fund 01 (General) - Resource 1400 (Education Protection Account)

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	\$ -
Revenue Limit Sources	8010-8099	\$ 2,412,961.00
Federal Revenue	8100-8299	-----
Other State Revenue	8300-8599	-----
Other Local Revenue	8600-8799	-----
All Other Financing Sources and Contributions	8900-8999	-----
Deferred Revenue	9650	-----
TOTAL AVAILABLE		\$ 2,412,961.00
EXPENDITURES AND OTHER FINANCING USES		
Instruction	Function Codes 1000-1999	\$ 2,412,961.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	-----
AU of a Multidistrict SELPA	2200	-----
Instructional Library, Media, and Technology	2420	
Other Instructional Resources	2490-2495	
School Administration	2700	-----
Pupil Services		
Guidance and Counseling Services	3110	
Psychological Services	3120	
Attendance and Social Work Services	3130	
Health Services	3140	
Speech Pathology and Audiology Services	3150	
Pupil Testing Services	3160	
Pupil Transportation	3600	
Food Services	3700	
Other Pupil Services	3900	
Ancillary Services	4000-4999	
Community Services	5000-5999	
Enterprise	6000-6999	-----
General Administration	7000-7999	-----
Plant Services	8000-8999	
Other Outgo	9000-9999	
TOTAL EXPENDITURES AND OTHER FINANCING USES		\$ 2,412,961.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		\$ -

Prepared by: _____ Lizett Aguilar, CBO

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: Single Plan for Student Achievement

AGENDA SECTION: Action

PRESENTED BY: Bill Morones, Superintendent

SUMMARY:

Site plans written by each site are presented for review. The site plan is the school's guide to meet the achievement goals they have set for their students.

Copies of site plans are distributed to Board members and are available at the District Office.

FISCAL IMPACT: None

BUDGET CATEGORY: None

RECOMMENDED ACTION: Approve

GES

Single Plan for Student Achievement

Part II: The Single Plan for Student Achievement Template



A Resource for the School Site Council

Prepared by: California Department of Education, February 2014

Part II: The Single Plan for Student Achievement Template

School: Gustine Elementary School

District: Gustine Unified School District

County-District School (CDS) Code: 24736196025720

Principal: Lisa Filippini

Date of this revision: May 11, 2016

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California *Education Code* sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:	Lisa Filippini
Position:	Principal
Telephone Number:	209-854-6496
Address:	2806 Grove Ave. Gustine CA 95322
E-mail Address:	lfilippini@gustineusd.org

The District Governing Board approved this revision of the SPSA on June 8, 2016.



Table of Contents

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Table 3: CELDT Data 2013-2014

Performance Level	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Advanced	(0.0%)	2 (4.0%)	5 (9.0%)	7 (12.0%)	4 (12.0%)	2 (5.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	20 (7.0%)
Early Advanced	(0.0%)	13 (24.0%)	14 (25.0%)	13 (22.0%)	5 (15.0%)	15 (38.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	60 (20.0%)
Intermediate	11 (19.0%)	26 (48.0%)	20 (36.0%)	16 (27.0%)	15 (44.0%)	13 (33.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	101 (34.0%)
Early Intermediate	15 (26.0%)	11 (20.0%)	14 (25.0%)	13 (22.0%)	5 (15.0%)	7 (18.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	65 (22.0%)
Beginning	31 (54.0%)	2 (4.0%)	2 (4.0%)	10 (17.0%)	5 (15.0%)	3 (8.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	53 (18.0%)
Number Tested	57 (100.0%)	54 (100.0%)	55 (100.0%)	59 (100.0%)	34 (100.0%)	40 (100.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	299 (100.0%)

2012-2013

Performance Level	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Advanced	(0.0%)	3 (5.0%)	7 (13.0%)	6 (11.0%)	1 (3.0%)	1 (3.0%)	2 (6.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	20 (6.0%)
Early Advanced	1 (1.0%)	18 (30.0%)	12 (23.0%)	13 (24.0%)	9 (24.0%)	7 (21.0%)	6 (19.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	66 (19.0%)
Intermediate	5 (7.0%)	24 (40.0%)	20 (38.0%)	21 (38.0%)	17 (45.0%)	16 (47.0%)	16 (52.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	119 (35.0%)
Early Intermediate	13 (19.0%)	13 (22.0%)	10 (19.0%)	12 (22.0%)	6 (16.0%)	6 (18.0%)	4 (13.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	64 (19.0%)
Beginning	50 (72.0%)	2 (3.0%)	4 (8.0%)	3 (5.0%)	5 (13.0%)	4 (12.0%)	3 (10.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	71 (21.0%)
Number Tested	69 (100.0%)	60 (100.0%)	53 (100.0%)	55 (100.0%)	38 (100.0%)	34 (100.0%)	31 (100.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	340 (100.0%)

2011-2012

Performance Level	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Advanced	2 (0.0%)	8 (4.0%)	7 (16.0%)	1 (12.0%)	1 (2.0%)	1 (2.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	19 (6.0%)
Early Advanced	3 (5.0%)	22 (42.0%)	13 (25.0%)	13 (22.0%)	14 (34.0%)	16 (39.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	81 (27.0%)
Intermediate	6 (11.0%)	15 (29.0%)	22 (43.0%)	22 (38.0%)	14 (34.0%)	16 (39.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	95 (32.0%)
Early Intermediate	8 (14.0%)	10 (19.0%)	7 (14.0%)	8 (14.0%)	7 (17.0%)	5 (12.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	45 (15.0%)
Beginning	40 (70.0%)	3 (6.0%)	1 (2.0%)	8 (14.0%)	5 (12.0%)	3 (7.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	60 (20.0%)
Number Tested	57 (100.0%)	52 (100.0%)	51 (100.0%)	58 (100.0%)	41 (100.0%)	41 (100.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	300 (100.0%)

Conclusions indicated by the data:

1. EL students reaching Advanced and Early Advanced designations have remained mostly unchanged during the last 3-years. Only students who reach these designations can qualify for redesignation and exit the English Language Learner Program.
2. GES must continue to focus on the EL students who must advance past the intermediate level. Professional development must continue in the area of the ELD program and RCD implementation. We have recommitted to a designated ELD block of 30 minutes daily. Additional training on SDAIE strategies for use in daily lessons is required.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Local Educational Agencies (LEAs) initially identified for Program Improvement (PI) must use applicable state tools, the Academic Program Survey (APS), the District Assistance Survey (DAS), the English Learner Subgroup Self-Assessment (ELSSA), and the Inventory for Services and Supports for students with disabilities (ISS) to determine current instructional practice. All LEAs may use these tools to enhance systems in district schools. Tools are located at the California Department of Education State Program Assessment Tools Web page at <http://www.cde.ca.gov/ta/ac/ti/stateassesspi.asp>.

Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment (Benchmark), and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA).

The district will utilize local and state assessments. These include benchmarks, grade level progress checks, or “mini-assessments”, progress reports, grades, and the California Smarter Balanced Assessment Consortium (SBAC). Through the PLC process, student work will be evaluated and decisions will be made by grade level teams to address the remediation and enrichment needs of the students.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)
Data is analyzed at every level at the school. Teachers analyze classroom data, PLC teaching teams analyze and respond to grade level data, and quarterly benchmarks are given in the areas of ELA and math.

Intensive intervention is offered at grades 1 and 5. Students are assessed using DIBELS. The students are placed appropriately in a prescriptive reading remediation program, READ 180, Reading Mastery, and System 44. Progress is monitored at 6-week intervals.

The progress of our EL's is also monitored by regular benchmark assessments. ELD program/strategies are delivered to our EL's daily through designated (30 mins) and integrated instruction.

Professional development will continue through the PLC process as well as core program PD's to support the implementation of the Common Core State Standards. Other areas of focus for the district and the school are our English Learners, and those students who need remediation and "catch-up growth" to reach grade level.

3. Status of meeting requirements for highly qualified staff (ESEA)
93% of teachers at Gustine Elementary are highly qualified.
4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)
The majority of teachers at Gustine Elementary School are appropriately credentialed. Grade level representatives have been attending the professional development in the PLC process. This professional development will continue until June 2017. All teachers at Gustine Elementary School have received continued support in CELD strategies. The focus on good first instruction for our EL students remains a priority.

5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

Teachers at Gustine Elementary School have attended Common Core, ELD Strategy and Frameworks as well as PLC training. Staff has also had personal training/coaching in discipline from Noah Salzman, as well as training through No Bully.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

- **Gustine Elementary School has a Reading Intervention Specialist who supports teachers with intervention, technology, and ELD. The Intervention Specialist works in conjunction with the administrator and teachers to plan and implement curricular changes and improvements that support the school goals of Common Core implementation, EI achievement, technology, and intervention.**

7. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

PLC's are scheduled every Monday for staff to have time during the work day to collaborate. The PLC's are made of grade level teams. They analyze student work, and plan adjusted instruction and remediation. They work regularly in the computer lab or on the mobile chrome carts to insert technology skills into their lessons so that students will have opportunities to be prepared for the 4 "C's"; collaboration, communication, critical thinking, and creativity. Staff also has a 40 minute preparation period school day.

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

District and state adopted materials are used for instruction in all classrooms. Eureka Math and Benchmark (ELA) are the adopted materials being used.

9. Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)
 - **Instructional minutes are allotted to provide sufficient time to meet students’ needs for high-quality first instruction and subsequent intervention in ELA and math. The allotted times are based on those recommended in the State Common Core Frameworks.**
10. Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Intervention opportunities take place in the classroom , and on a pull-out basis. The DIBELS/SRI assessment programs are used to assess first and fourth grade students’ reading abilities. Students receive intervention to address issues such as fluency and/or reading comprehension. Teachers plan intervention at their weekly PLC meetings. Students are regrouped accordingly the following week. Intervention groups are fluid and flexible throughout the school year.
11. Availability of standards-based instructional materials appropriate to all student groups (ESEA)
 - **Every student has access to common core standards-based materials, GUSD Governing Board-adopted instructional materials in ELA, math, social studies, and science. EL students participate in an Integrated and designated ELD.**
12. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)
 - **Not applicable.**

Opportunity and Equal Educational Access

13. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Underperforming students are provided opportunities for intervention during Universal Access, pullout groups, or deployment to address the students’ specific needs.

14. Research-based educational practices to raise student achievement

To increase student achievement, the focus at Gustine Elementary School will continue to be improving student achievement through PLC's, Common Core implementation, EL strategies, and teaching by "doing" the 4 C's: collaboration, communication, critical thinking, and creativity.

Parental Involvement

15. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

Student achievement is closely monitored at GES. There is a computer lab and four chrome charts in operation at our site, and most classes are scheduled into the lab at least 3-4 times per week. All students have access to Reflex Math, a program designed to improve student performance on math skills. This program is web-based, and can be accessed from home.

Merced County Office of Education provides an afterschool program for students at Gustine Elementary School. The ASSETS program provides homework help and some extension lessons from classroom lessons.

16. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 *California Code of Regulations* 3932)

Gustine Elementary School Site Council meets each quarter or more if necessary. The council is made up of parents, teachers, school staff, community members, and the principal. At each meeting, student progress is discussed; concerns and questions are addressed, and goals are reviewed and modified to reflect the needs of the students based on the achievement data for the school.

ELAC members review the Plan and review student data. Input is gathered from the ELAC group through meetings and surveys. This feedback is incorporated into the school plan goals for English Learners.

17. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)
These are outlined in our action plan. The budget summary shows how we are allocating specific funds to meet the needs of all students at GES.

18. Fiscal support (EPC)

These are outlined in our action plan. The budget summary shows how we are allocating specific funds to meet the needs of all students at GES.

Form A: Planned Improvements in Student Performance

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

LEA GOAL: English Language Arts (ELA) All students will meet or exceed on the ELA portion of the SBAC in the 2016-2017 school year.

SCHOOL GOAL: 1 English Language Arts: For the 2016-2017 school year the proficiency level (reading, writing, speaking and listening, and language,) for all students will improve school wide; 50% of students will perform at the proficient level as indicated on the district/site trimester benchmark scores, DIBLES & SRI scores, Lexile levels, and SBAC scores.

LCAP GOAL: 1 Student Achievement

<p>What data did you use to form this goal? 2015-16 SBAC ELA Scores 2015-16 Lexile Levels 2015-16 SRI Scores 2015-16 ELA Unit Assessments 2015-16 CELDT Scores</p>	<p>What were the findings from the analysis of this data? The data reveals that our students are improving in reading fluency and comprehension with the addition of two leveled intervention programs. 1st through 2nd grade have made gains in reading through power hour and reading mastery. 3rd through 5th grade students have shown growth in Lexile level scores with ELD students also making gains. CELDT scores indicate that our beginning and intermediate students continue to score lower in writing conventions than the advanced students.</p>	<p>How will the school evaluate the progress of this goal? Weekly, monthly, triennially and yearly monitoring and evaluation of classroom instruction. Teachers will meet weekly in their Professional Learning Communities (PLC's) to assess/analyze student learning. Intervention teachers will continually reassess student achievement so that students can be moved according to progress level to gain the greatest amount of achievement possible in the school year.</p> <p>Where can a budget plan of the proposed expenditures for this goal be found? *See action plan and budget sheet</p>
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STRATEGY: Gustine Elementary School is a K-5 campus with approximately 580 students. K-3 focus is to delivery instruction that provides a strong foundation for learning. There are seventeen teachers in the K-3 teaching team. Grades 4-5 focus is to provide intervention “appropriate to the students’ needs” to students that are below grade level, and providing an enriching, challenging learning environment for all students. There are seven teachers in the 4-5 teaching team. Student achievement and closing the gap for our non-proficient students will be the focus for GES. Two intervention programs, as well as Universal Access time, will continue to address the needs of these students during the school day. Reading Mastery will be implemented in grades 1-3 and READ 180/System 44 will be implemented for students in grades 3-5. An intervention teacher will continue to be funded to insure fidelity and continuity of instruction.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Continue to fulfill the need of an additional teacher to provide support, targeted instruction for lower performing students. Teacher will provided intervention to meet student needs as indicated from the DIBELS/SRI screening.	Lisa Filippini Peter Duenas Michele Jones Cathy Filippini	Intervention teacher/monitor, (IT) will assess non proficient students in all grades with DIBELS/SRI, then place students in appropriate intervention groups based on student need. IT will organize and teach intervention groups as well as assist teachers in classroom (UA) instruction delivery. IT will monitor and evaluate student progress and report to Principal and classroom teachers. All groups will be fluid as students’ progress, they will move through the levels of intervention as needed.	Title I (3010), Part A. Basic Grants Low-Income and Neglected 40,000 (50% of funding) LCFF (0824) 40,000 (50% of funding) LCAP Goal #1 ACTION: Recruit, hire, train and retain high-quality staff who are committed, collaborative, caring, and exemplary. Title I (3010), Part A. Basic Grants Low-Income and Neglected 40,000 (50% of funding) LCFF (0824) 40,000 (50% of funding) LCAP Goal #1 ACTION: Recruit, hire, train and retain high-quality staff

			who are committed, collaborative, caring, and exemplary.
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Please duplicate this form as necessary for additional goals, strategies, or actions steps the school may have.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017) All Teachers will continue to implement Common Core ELA units in their daily classroom instruction. Instruction delivery will be shifted to accommodate Common Core learning, i.e. collaboration among students and student led discussion and foster student learning.</p>	<p>Lisa Filippini GES Teachers</p>	<p>Teachers will pilot ELA Common Core program, Benchmark the 2016-17 school year. Teachers will continue to collaborate with their grade level teams on site and across district to revise and plan lessons, units, and assessments. Teachers will provide visuals, supplemental materials to provide support for students in ELA (Scope/Story Works/Time/Nat.Geo)</p>	<p>Lottery Instructional (6300) 10,000</p>

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017) Library Clerk will create a library schedule for all grade levels and classrooms. LC will work with teachers and administration to order books and materials to meet the needs of students. She/he will provide access to books for all students (high-to low Lexile level) to</p>	<p>Janet Nunes Lisa Filippini</p>	<p>Continue to fund Library Clerk to assist students with library services.</p>	<p>Title I (3010), Part A. Basic Grants Low-Income and Neglected 10,000</p>

increase reading vocabulary and comprehension.			
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Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Provide Professional Development for Teachers	Lisa Filippini	Several opportunities for professional development will be offered throughout the summer and the school year. Teachers will indicate opportunities they would like to participate in and give information to the principal so that arrangements can be made.	Title I (3010), Part A. Basic Grants Low-Income and Neglected 10,000 Travel/conference LCFF (0824) 20,000 Travel/conference LCAP Goal # 1 ACTION: Provide Professional Development to support Common Core instructional strategies.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017) Students not at proficient levels in ELA, in all grades, will be assessed with DIBELS/SRI, then provided appropriate intervention based on student needs.</p>	<p>Lisa Filippini Intervention Teachers Intervention Aide</p>	<p>We will continue to purchase the appropriate number of licenses needed to assess students with DIBELS/SRI; materials will also be purchased as needed for the intervention groups. Intervention coach, teachers, and classroom aides trained in the latest assessment techniques and intervention will teach intervention groups for our most intensive students. Intervention Teacher will monitor and evaluate student progress and report to principal and classroom teacher.</p>	<p>Title I (3010), Part A. Basic Grants Low-Income and Neglected 1000 (licenses)</p> <p>LCFF (0824) 10,000 (Intervention Aide)</p> <p>LCAP Goal # 1 Action: Recruit, hire, train and retain high-quality staff that is committed, collaborative, caring, and exemplary.</p>

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017) Renew copier(s) lease to provide improvement of instruction strategies and materials by providing materials for Universal Access, intervention, and notifications to parents about school activities/events.</p>	<p>Leticia Plascencia Lisa Filippini Business Mgr, DO</p>	<p>Renew copier(s) lease to send information home to parents for Gustine Elementary School for the 2016-2017 school year.</p>	<p>Title I (3010), Part A, Basic Grants Low-Income and Neglected 13,100</p>

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Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016-June 30, 2017) Renew Follett License for library	Lisa Filippini Leticia Plascencia	Renew the Follett license for the library	Lottery (1100) 700

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016-2017) Retain aides for Kindergarten classrooms.	Lisa Filippini Kinder Teachers	Continue to fund part-time classroom aides for the kindergarten classrooms. Prepare schedule for aides.	Title I (3010), Part A, Basic Grants Low-Income and Neglected 10,000 Cathy B. 10,000 (not filled) LCFF 20,000 Maria H. Patricia H. LCAP Goal # 1 Action: Recruit, hire, train and retain high-quality staff who are committed, collaborative, caring, and exemplary.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
July 1, 2016- June 30, 2017) Library Clerk will work with teachers and administration to order books and materials to meet the needs of students. She will provide access to books for all students (high-to low leveled) to increase reading vocabulary and comprehension.	Janet Nunes	Purchase books necessary to ensure the library is updated with needed materials.	Lottery (1100) 2,500

Form A: Planned Improvements in Student Performance

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

LEA GOAL: Mathematics

SCHOOL GOAL: 1 For the 2016–2017 school year, the proficiency level for all students will improve school wide; 50% of students (or more) will perform at a proficient level on district trimester benchmarks for mathematics and the SBAC.

LCAP GOAL: 1 Student Achievement

<p>What data did you use to form this goal? Eureka Math assessments Formative/Summative assessments Teacher assessment</p>	<p>What were the findings from the analysis of this data? Students in grades 3-5 struggle with mastering multiplication tables which creates issues in higher order math problems. Solid mathematic foundations must be mastered in addition, subtraction, and multiplication before students can succeed in higher order math problems.</p>	<p>How will the school evaluate the progress of this goal? Weekly, monthly, triennially, and yearly monitoring and evaluation of classroom instruction. Teachers will meet weekly in their Professional Learning Communities (PLC's) weekly to assess/analyze student learning. * see action plan</p>
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STRATEGY: During 2016-2017 year, Gustine Elementary School will implement a school-wide shift in mathematic instruction to include manipulatives and visuals. A math intervention program will be implemented in the third and fourth grades to address the basic math skill needs of struggling math students as measured by district benchmark assessments, formative and summative assessments (weekly, monthly, triennially, annually). Eureka Math Program will be the math program for K-8 district wide.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017) Updated Eureka Math materials will be provided for teachers. Manipulatives to enhance the program will also be purchased as needed. Eureka Math is being used K-8 district wide.</p>	<p>Lisa Filippini</p>	<p>Eureka Math materials and manipulatives will be purchased for all grade levels, this includes a Teacher Binder and workbooks for students in all grade levels.</p>	<p>LCFF (0824) 5,500 LCAP Goal # 1 Action: Purchase CCSS aligned materials.</p>

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016-June 30, 2017) Intervention will be provided for students in grades 3-5 who are lacking basic mathematical skills to insure proficiency in grade level mathematics.	Intervention Teacher Teacher Lisa Filippini	Teachers will assess student math skills and refer to intervention as needed to ensure students master the foundational skills. Intervention teacher will provide intervention focusing on foundational skills.	Title I (3010), Part A, Basic Grants Low-Income and Neglected 500

Form A: Planned Improvements in Student Performance

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

LEA GOAL: All English Language Learners in grades K-2 will increase one CELDT level each year. All English Language Learners in grades 3-5 will reach English proficiency by the end of grade 5.

SCHOOL GOAL: 1 English Learners (EL's) will gain one or more CELDT level each year as measured by CELDT scores. By the end of grade 5 all EL's will be English Proficient.

LCAP GOAL: 1 Student Achievement

What data did you use to form this goal? CELDT Scores Benchmarks Formative and Summative assessments	What were the findings from the analysis of this data? The analysis of the data revealed that if EL students are not re-designated by the end of grade 3, they make very little progress in future years. Most students reach the intermediate level, CELDT 3, but have difficulty advancing beyond the intermediate level. These scores	How will the school evaluate the progress of this goal? The implementation of the new and revised CELD book and the PD and consultation with MCOE (Alma DeLuna) will increase student academic language and academic conversation language. Walkthroughs, teacher report, and discussions in weekly PLC's will be
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	affect SBAC scores.	part of the monitoring system. Weekly assessments, unit assessments, and quarterly benchmark assessments will evaluate the progress of the EL students.
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STRATEGY: By incorporating EL strategies throughout the day, EL students are exposed for the entire day rather than just the specific amount of time during ELD. Beginning EL's, Beginning Intermediate, and Intermediate students will be the focus for integrated ELD in the classroom, and all EL students will be deployed into designated ELD class period according to CELDT level.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Students will be assessed regarding their CELDT level and will receive appropriate ELD instruction in a designated classroom setting as well as throughout the day.	ELD Coordinator Lisa Filippini	Continue to fund stipend for an English Language Development Coordinator. Coordinator will test and place students according to CELDT results, attend and participate in ELAC, DELAC meetings, and organize re-designation ceremony. Provide on-going staff development in research-based ELD strategies and techniques. Attend EL PD as available and/or necessary.	Title III (4300), Limited English Proficiency (LEP) Student Program 1,500

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Teachers will be required to incorporate strategies from the new, revised CELD book as well as their new CC aligned ELA materials to support English Language Development, in daily lesson plans in all subjects to ensure engagement and understanding of all students.	Teachers Lisa Filippini	Teachers will receive support in using the new CELD book and new ELA materials to support EL's in their classroom.	N/A

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Home-School Community Liaison will provide enhanced communication between home and school via the school office.	Lisa Filippini Leticia Plascencia	Continue to fund Home-School Bilingual Community Liaison	Title I (3010), Part A, Basic Grants Low-Income and Neglected 19,000

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Address the immediate language needs of new comers from Mexico by providing vocabulary building skills. Student progress will be monitored through CELDT assessment.	Michele Jones Lisa Filippini	Renew Rosetta Stone License, as well as provide programs suitable for language development for 2016-17 school year for new comers from Mexico	Title III (4300), Limited English Proficient (LEP) Student Program 500

Form A: Planned Improvements in Student Performance

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LEA GOAL: Increase parental involvement and support

SCHOOL GOAL: 1. Increase parent involvement at Gustine Elementary School by offering at least two additional parent opportunities for 2016-2017.

- 2. Provide opportunities for parents to learn strategies to help their child(ren) succeed in school.
- 3. Provide opportunities for parents to get assistance learning English.

LCAP GOAL: 1. Student achievement

3. GUSD will work together with parents, families, and the community to form a partnership to enhance student achievement.

<p>What data did you use to form this goal? 2015/16 Parent Surveys Verbal Parent Feedback Public Comments at DELAC/ELAC/SSC Sign-in sheets from Parent Ed night LCAP Survey</p>	<p>What were the findings from the analysis of this data? On the Parent survey, 63% of parents indicated that they would like to have information on how to help their child succeed in school. During ELAC meetings, and DELAC meetings comments from the parents and members indicate the same, and included that they would like to attend English classes on campus in the evenings.</p>	<p>How will the school evaluate the progress of this goal? Parent survey information Program attendance Sign-in sheets at various school events</p>
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STRATEGY: Gustine Elementary School will offer in addition to existing opportunities, at least two additional opportunities for parents to be involved with their child’s education. These opportunities may include, but are not limited to: Parenting Classes, Special Events, such as Winter Program, Moms and Muffins, and Kinder Tea Party, Parent Information Nights, Family Movie Nights, Second Cup of Coffee, and Kite day. GES will also look into providing opportunities for parents to learn English and strategies to help their child(ren) succeed in school.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017) Student Study Team (SST) Coordinator takes on the role of setting up the SST meetings. He/she coordinates between teachers, parents, and school psychologist to schedule the meetings. The SST Coordinator also completes and gathers all the necessary paperwork</p>	<p>SST Coordinator (Cathy Filippini) Lisa Filippini</p>	<p>Continue to fund a stipend for the Student Study Team Coordinator</p>	<p>LCFF (0824) 1,500 LCAP Goal # 2 Action: Provide stipends for teachers to coach/organize meetings to enhance social, emotional, and academic learning for all students necessary to become productive members of society.</p>

needed for the meeting and takes notes while at the meeting. In turn to provide appropriate instructional support and/or intervention.			
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Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Provide Latino Family Literacy Program	Peter Duenas Lisa Filippini	Program provides literacy opportunities/training of the parents of Gustine Elementary	Title III (4300), Limited English Proficiency (LEP) Student Program 500

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Provide School Handbooks to parents in a folder format and provide agendas for all students. Handbooks inform the parents of school rules and information in sent home and back to school in the folder. Agendas are provided for students, grades 4-5 to write in	Leticia Plascencia Lisa Filippini	Order school handbook folder and classroom agendas for beginning of the school year.	Title I (3010), Part A, Basic Grants Low-Income and Neglected 1,500

<p>their daily homework and events so that parents are aware of information/events at the school.</p>			
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The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

LEA GOAL: Technology

SCHOOL GOAL: Purchase new and innovative technology, as well as maintain current technology for teachers and students at Gustine Elementary School

LCAP GOAL: 1 Student achievement

<p>What data did you use to form this goal? Data Path and the Principal evaluated the computer lab and classrooms to determine items that are in need of repair or replacement. Principal and teachers attended professional development to better understand new technology and how it supports the learning environment.</p>	<p>What were the findings from the analysis of this data? The district's goals and vision center on producing students ready for a global society. Twenty-first Century classes and skills have been implemented in the classroom and in the computer labs. Students are focused and engaged when working the computers.</p>	<p>How will the school evaluate the progress of this goal? Technology inventory as well as teacher/student feedback will be used to monitor on an ongoing basis.</p>
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STRATEGY: Students and teacher will have access to updated and working technology at all times. Technology will be used in the classroom on a daily basis and all students, K-5 will have daily, or every other day, access to the computer lab. A computer tech will be funded to ensure student and teacher success while in the computer lab.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017) Computer Tech will oversee the computer lab and offer assistance when students are in the lab with the classroom. Tech will also offer assistance to teachers in the classroom as needed. Tech will support transition to Common Core instructional strategies and preparation for computer based assessments. Tech will also oversee SBAC testing in the computer lab.</p>	<p>Lisa Filippini Computer Tech (Eliana Sanchez) Data Path</p>	<p>Continue to fund one part-time computer tech to assist in the lab and in the classrooms as needed. Also, tech will assist with the SBAC testing and coordinate all correspondence regarding the SBAC testing.</p>	<p>LCFF (0824) Part-time Computer Tech 15,000 LCAP Goal 1 Action: Incorporate technology which supports the development of 21st Century skills and better prepares students for college and career.</p>

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Continue to support technology transition to Common Core State Standards instructional strategies and computer based assessments.	Computer Tech Data Path Lisa Filippini	Update technology and technological components as needed; Identify technology or components that need repair or replacement as needed. Computer lab computers are dated, begin replacing some each year.	Title I (3010), Part A, Basic Grants Low-Income and Neglected 10,000

Form A (Non-Academic Goal)

LEA GOAL: All students at Gustine Elementary School will feel safe at school.

SCHOOL GOAL: The safety plan for Gustine Elementary School will be updated each year, as needed, by the principal and the Gustine Police Department. All students will feel safe at school, all day; every day.

LCAP GOAL: 2 GUSD will create a safe, healthy, and welcoming learning environment.

<p>What data did you use to form this goal?</p> <ul style="list-style-type: none"> ▪ School Climate Survey ▪ Healthy Kids Survey ▪ Stakeholder Survey of students, staff, parents, and community ▪ Comments and testimonials of PTMS students and staff 	<p>What were the findings from the analysis of this data?</p> <ul style="list-style-type: none"> ▪ Data will be gathered from the surveys and action plans will be created as determined by cited need 	<p>How will the school evaluate the progress of this goal?</p> <ul style="list-style-type: none"> ▪ This school goal will be evaluated on an annual basis as part of the SPSA evaluation process
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

STRATEGIES: 1) Gustine Elementary School will use an inquiry-based approach to identify major student safety issues, review current practices, and identify potential strategies or interventions to increase student safety.
2) Gustine Elementary will continue to partner/contract with the Gustine Police Department for SRO and other services.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017) The School Site Council will act as a school safety planning committee</p> <p>The Gustine Elementary leadership team will review SSC recommendations, develop implementation plans, and present to stakeholders</p>	<p>SSC Chairperson, Principal</p> <p>Leadership team Principal</p>	<ul style="list-style-type: none"> ▪ Distribute surveys to all stakeholders, students, staff, and parents ▪ October 1–November 30, 2016: SSC meets to discuss the results of the surveys ▪ December 1–21, 2016: SSC meets to identify potential strategies and make recommendations to site leadership ▪ January 7–31, 2017: leadership team meets to review SSC recommendations and develop implementation plans ▪ February 1–28, 2017: leadership team presents to stakeholders and makes revisions, if necessary 	<p>None</p> <p>None</p>

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017)</p> <p>The No Bully Solution team will continue to be a part of the School Safety Plan.</p>	<p>No Bully Solution Team Principal</p>	<p>Referrals will be made to the No Bully Solution Team anytime there is a report of a possible “Bully” issue. The team will follow the procedures to conduct a solution team. The Team leader will monitor student progress/change.</p>	<p>None</p>

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Gustine Elementary will provide activities/tangible items to continue to ensure a positive climate and cultures at the school.	Romero Games Coach Red Ribbon Week Committee Leticia Plascencia Lisa Filippini	Students will be chosen to participate in the Romero Games track meet. Students will participate in Red Ribbon Week in late October to promote drug awareness. Committee will create activities for students and arrange for any assemblies during the week. Tokens of appreciation, i.e. staff lunch, cake, memento, etc. to show staff/teachers appreciation for all of their hard work and dedication throughout the school year. Create and order staff shirts to show school spirit throughout the year.	Lottery (1100) 2,000

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Provide a yearbook of memories for students to purchase.	Leticia Plascencia Principal	A yearbook coordinator will be hired to coordinate the yearbook, take pictures, and sell the year books.	Lottery (1100) 1,200

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
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<p>(July 1, 2016- June 30, 2017) Provide office supplies to the office staff</p>	<p>Leticia Plascencia Principal</p>	<p>Office supplies including paper, printer/computer supplies will be purchased to sustain the office operations throughout the school year.</p>	<p>Lottery (1100) 7,500</p>
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Form B: Centralized Services for Planned Improvements in Student Performance

The following actions and related expenditures support this site program goal and will be performed as a centralized service. Note: the total amount for each categorical program in Form B must be aligned with the Consolidated Application.

School Goal #:

Actions to be Taken to Reach This Goal ¹ Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing, and Professional Development)	Start Date ² Completion Date	Proposed Expenditures	Estimated Cost	Funding Source (itemize for each source)

Note: Centralized services may include the following direct services:

- Research-based instructional strategies, curriculum development, school climate, and data disaggregation for instructional staff
- District-wide staff providing specific services to schools, e.g., English Language Development Coordinator, Teachers on Special Assignment, Instructional Coaches
- After-School and Summer School programs funded by categorical programs
- Data analysis services, software, and training for assessment of student progress

Centralized services do not include administrative costs.

Please duplicate this form as necessary.

¹ See Appendix A: Chart of Legal Specifics for the Single Plan for Student Achievement for content required by each program or funding source supporting this goal.

² List the date an action will be taken, or will begin, and the date it will be completed.

Form C: Programs Included in this Plan

Check the box for each state and federal program in which the school participates. Enter the amounts allocated for each program in which the school participates and, if applicable, check the box indicating that the program's funds are being consolidated as part of operating a schoolwide program (SWP). The plan must describe the activities to be conducted at the school for each of the state and federal programs in which the school participates. The totals on these pages should match the cost estimates in Form A and the school's allocation from the ConApp.

Note: For many of the funding sources listed below, school districts may be exercising Categorical Program Provisions options (flexibility) with information available at <http://www.cde.ca.gov/fg/ac/co/documents/sbx34budgetflex.doc>.

Of the four following options, please select the one that describes this school site:

- This site operates as a targeted assistance school (TAS), not as a schoolwide program (SWP).
- This site operates a SWP but does not consolidate its funds as part of operating a SWP.
- This site operates a SWP and consolidates only applicable federal funds as part of operating a SWP.
- This site operates a SWP and consolidates all applicable funds as part of operating a SWP.

State Programs	Allocation	Consolidated in the SWP
<input type="checkbox"/> California School Age Families Education (Carryover only) Purpose: Assist expectant and parenting students to succeed in school	\$	<input type="checkbox"/>
<input type="checkbox"/> Economic Impact Aid/State Compensatory Education (EIA-SCE) (Carryover only) Purpose: Help educationally disadvantaged students succeed in the regular program	\$	<input type="checkbox"/>
<input type="checkbox"/> Economic Impact Aid/Limited-English Proficient (EIA-LEP) (Carryover only) Purpose: Develop fluency in English and academic proficiency of English learners	\$	<input type="checkbox"/>
<input type="checkbox"/> Peer Assistance and Review (Carryover only) Purpose: Assist teachers through coaching and mentoring	\$	<input type="checkbox"/>

Revised September 2015

<input type="checkbox"/>	Professional Development Block Grant (Carryover only) Purpose: Attract, train, and retain classroom personnel to improve student performance in core curriculum areas	\$	<input type="checkbox"/>
<input type="checkbox"/>	Quality Education Investment Act (QEIA) Purpose: Funds are available for use in performing various specified measures to improve academic instruction and pupil academic achievement	\$	<input type="checkbox"/>
<input type="checkbox"/>	School and Library Improvement Program Block Grant (Carryover only) Purpose: Improve library and other school programs	\$	<input type="checkbox"/>
<input type="checkbox"/>	School Safety and Violence Prevention Act (Carryover only) Purpose: Increase school safety	\$	<input type="checkbox"/>
<input type="checkbox"/>	Tobacco-Use Prevention Education Purpose: Eliminate tobacco use among students	\$	<input type="checkbox"/>
<input type="checkbox"/>	List and Describe Other State or Local Funds (e.g., Career and Technical Education [CTE], etc.)	\$	<input type="checkbox"/>
Total amount of state categorical funds allocated to this school		\$	
Federal Programs		Allocation	Consolidated in the SWP
<input checked="" type="checkbox"/>	Title I, Part A: Allocation Purpose: To improve basic programs operated by local educational agencies (LEAs)	\$96,789	<input type="checkbox"/>
<input type="checkbox"/>	Title I, Part A: Parental Involvement (if applicable under Section 1118[a][3][c] of the Elementary and Secondary Education Act) Purpose: Ensure that parents have information they need to make well-informed choices for their children, more effectively share responsibility with their children's schools, and help schools develop effective and successful academic programs (this is a reservation from the total Title I, Part A allocation).	\$	<input type="checkbox"/>

<input type="checkbox"/>	For Program Improvement Schools only: Title I, Part A Program Improvement (PI) Professional Development (10 percent minimum reservation from the Title I, Part A reservation for schools in PI Year 1 and 2)	\$	<input type="checkbox"/>
<input type="checkbox"/>	Title II, Part A: Improving Teacher Quality Purpose: Improve and increase the number of highly qualified teachers and principals	\$	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Title III, Part A: Language Instruction for Limited-English-Proficient (LEP) Students Purpose: Supplement language instruction to help LEP students attain English proficiency and meet academic performance standards	\$13,045	Title III funds may not be consolidated as part of a SWP ³
<input type="checkbox"/>	Title VI, Part B: Rural Education Achievement Program Purpose: Provide flexibility in the use of ESEA funds to eligible LEAs	\$	<input type="checkbox"/>
<input type="checkbox"/>	For School Improvement Schools only: School Improvement Grant (SIG) Purpose: to address the needs of schools in improvement, corrective action, and restructuring to improve student achievement	\$	<input type="checkbox"/>
<input type="checkbox"/>	Other federal funds (list and describe)	\$	<input type="checkbox"/>
<input type="checkbox"/>	Other federal funds (list and describe)	\$	<input type="checkbox"/>
<input type="checkbox"/>	Other federal funds (list and describe)	\$	<input type="checkbox"/>
Total amount of federal categorical funds allocated to this school		\$150775	
Total amount of state and federal categorical funds allocated to this school		\$256,452	

Note: Other Title I-supported activities that are not shown on this page may be included in the SPSA Action Plan.

³ Title III funds are not a school level allocation even if allocated by the district to a school site. The LEA is responsible for fiscal reporting and monitoring and cannot delegate their authority to a site at which the program is being implemented. If Title III funds are spent at a school site, they must be used for the purposes of Title III and only for those students the LEA has identified for services. For more information please contact the Language Policy and Leadership Office at 916-319-0845.

Form D: School Site Council Membership

California *Education Code* describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school.⁴ The current make-up of the SSC is as follows:

Names of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Bill Parks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stacy Lopes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kathy Silva	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sharon Freeman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wassim Absood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tracy Bedford	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Numbers of members in each category	1 <input type="checkbox"/>	2 <input type="checkbox"/>	1 <input type="checkbox"/>	4 <input type="checkbox"/>	<input type="checkbox"/>

⁴ EC Section 52852

Form E: Recommendations and Assurances

The school site council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan (**Check those that apply**):

State Compensatory Education Advisory Committee _____ Signature

English Learner Advisory Committee _____ Signature

Special Education Advisory Committee _____ Signature

Gifted and Talented Education Advisory Committee _____ Signature

District/School Liaison Team for schools in Program Improvement _____ Signature

Compensatory Education Advisory Committee _____ Signature

Departmental Advisory Committee (secondary) _____ Signature

Other committees established by the school or district (list) _____ Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on: May 25, 2016.

Bill Parks

Typed name of School Principal

Signature of School Principal Date

Stacy Lopes

Typed name of SSC Chairperson

Signature of SSC Chairperson Date

Form F: Budget Planning Tool –Version 2.2 (revised)

The SPSA Budget Planning Tool has been redesigned to be simpler to use while remaining flexible and informative. The tool has been designed to provide those involved in school planning with a way to compare the costs of their estimated goal expenditures to funding source fiscal year allocations. The aim in providing this tool is to assist school planners in making effective and informed decisions as to the use of their funds. Form F (XLS; Aug-2014) is available for download at <http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>.

System Requirements:

A computer running spreadsheet software with the ability to use Macro-Enabled Microsoft Excel 1997–2003 worksheets is required.

Instructions for Use

Opening the Budget Planning Workbook for the First Time

To ensure that the SPSA Budget Planning Tool operates correctly, follow these steps when opening the file:

1. Open the SPSA Budget Planning Tool. A dialogue box should appear that will ask the user if they want to enable editing. Select 'Yes' to enable editing.
2. Enable macros. A Security Warning dialogue box should appear asking if the user wants to enable macros. This warning may alternately appear as a yellow security warning bar across the top of the workbook. Select 'Enable Macros' and then save the document.
3. Maximize the workbook so that the page tabs show along the bottom of the workbook.

Setting-up School Information

To set the school information in the tool, follow these steps:

1. Select the 'SPSABudget' sheet tab at the bottom of the workbook.
2. Select the 'Add School Information' button to input school information.
3. Enter the school name, the district name, the schools CDS code, the name of the school administrator, and the date of revision.

4. If the school is operating a schoolwide program (SWP) select the 'Operating Schoolwide Program' checkbox. Another checkbox will appear asking if you are consolidating funds as part of operating a SWP. If you are consolidating funds, select the checkbox. You will then be asked to select if you will be consolidating only federal funding sources or consolidating all funding sources.
5. Select 'OK' to continue, or select 'Cancel' to exit.

You may change school information at any time by the selecting 'Add School Information' button. Each time the 'Add School Information' button is selected, the date of revision will reset to '1/1/2000', therefore you will need to update the date of revision each time changes are made to the school information.

For Schools Consolidating Funds as Part of a SWP

If the school is operating a SWP and is choosing to consolidate funds a funding source titled 'Consolidated SWP Funds' will appear on the 'SPSABudget' sheet. Any funding sources that are consolidated as part of the SWP will be added into the 'Consolidated SWP Funds' funding source. In addition, a new sheet named 'Consolidated SWP Funds' will appear in the workbook. By going to the 'Consolidated SWP Funds' sheet you will be able to see a list of all the funding sources that have been consolidated in the SWP, their initial fiscal year allocations, and the total fiscal year allocation of all the funding sources that have been consolidated.

Adding a New Funding Source

By default, the first funding source listed in the 'Funding Sources' column is 'Title I'. It has a default allocation of '\$0.00'. To edit either the name of the funding source and/or the allocation amount, select the 'Edit a Funding Source' button and skip to step three below.

To add a new funding source to the list, follow these steps:

1. From the 'SPSABudget' sheet, select the 'Add a Funding Source' button.
2. Enter the name of the funding source and the amount of the fiscal year allocation.
3. If you are consolidating this funding source as part of operating a SWP, then select the checkbox. If you are not operating a SWP or if you are operating a SWP but not consolidating funds, no checkbox will appear. If you are operating a SWP and consolidating funds another box will open asking if the funding source is federal, state, or local. Select the appropriate option to continue.
4. Select 'OK' to add the funding source to your list, or select 'Cancel' to exit.

Be sure that the centralized services described in Form B of the SPSA document match any centralized services entered into the Budget Planning Tool.

For Schools Consolidating Funds as Part of a SWP

If the funding source is being consolidated as part of a SWP, it will not appear in the funding sources column on the 'SPSABudget' sheet. The fiscal year allocation will be added to the 'Consolidated SWP Funds' fiscal year allocation and the funding source will be added to the list previously referred to on the 'Consolidated SWP Funds' sheet.

Editing or Deleting a Funding Source

To edit an existing funding source on the list, follow these steps:

1. From the 'SPSABudget' sheet, select the 'Edit a Funding Source' button.
2. Select the funding source you want to edit or delete from the list on the left. The information for that funding source will auto-populate in the appropriate cells.
3. To edit the funding source, make the desired changes to the funding source information and select 'OK' to enforce the changes or select 'Cancel' to exit.
4. To delete the funding source select the 'Delete' button. You will be asked if you want to delete the selected funding source. Select 'Yes' to delete the funding source or 'No' to cancel.

Note: Deleting a funding source cannot be undone! The system will not allow you to delete the first funding source row.

For Schools Consolidating Funds as Part of a SWP

To edit the 'Consolidated SWP Funds' funding source go to the 'Consolidated SWP Funds' sheet, Select the 'Edit a Consolidated SWP Funding Source' button, and follow instructions 2–4 (above). To delete the 'Consolidated SWP Funds' funding source, select the 'Add School Information' button and uncheck the box labeled 'This site consolidates funding sources as part of operating its schoolwide program'.

Adding a Budget/Resource Code

By default, the first budget code listed in the 'Budget/Resource Code Descriptions' column is 'Unrestricted'. It has a default code of '0000'. To edit either the name of the

budget or resource code, or the code itself, select the 'Edit a Budget Code' button and skip to step two below.

To add a new budget or resource code to the list, follow these steps:

1. From the 'SPSABudget' sheet, select the 'Add a Budget Code' button.
2. Enter the name and/or description of the budget/resource code and the code number.
3. Select 'OK' to add the budget/resource code to your list, or select 'Cancel' to exit.

Be sure that the centralized services described in Form B of the SPSA document match any centralized services entered into the Budget Planning Tool.

Editing or Deleting a Budget/Resource Code

To edit an existing budget or resource code on the list, follow these steps:

1. From the 'SPSABudget' sheet, select the 'Edit a Budget Code ' button.
2. Select the budget/resource code you want to edit or delete from the list on the left. The information for that budget/resource code will auto-populate in the appropriate cells.
3. To edit the budget/resource code, make the desired changes to the budget/resource code information and select 'OK' to enforce the changes, or select 'Cancel' to exit.
4. To delete the budget/resource code, select the 'Delete' button. You will be asked if you want to delete the selected budget/resource code. Select 'Yes' to delete the budget/resource code or 'No' to cancel.

Note: Deleting a budget/resource code cannot be undone! The system will not allow you to delete the first budget/resource code source row.

Using 'Goal' Worksheets

To use the 'Goal' worksheets to track the estimated expenditures related to the school goals as described in the SPSA, follow these steps:

1. Select the first goal tab, 'Goal 1', at the bottom of the workbook.

2. Double-select next to 'Goal' (under the school information at the top of the page) to activate the cell and enter the title of the goal being addressed.
3. Enter a description of one of the proposed expenditures for this goal. Double-select on a cell in the 'Description of expenditures for implementing this Goal' column and enter the description.
4. Select the budget category (or code) for the proposed expenditure. Select a cell to activate the dropdown menu. Use the scroll bar to scroll through the selections in the dropdown menu and select on a budget category (or code) to select the budget description (or code) for the proposed expenditure. The corresponding code (or budget description) will appear automatically in the adjoining cell.
5. Enter the funding source for the proposed expenditure. In the 'Funding Source' row, select a cell to activate the dropdown menu. Use the scroll bar to scroll through the selections and select on a funding source in the dropdown menu to select it. The remaining allocation amount for that funding source will appear in the 'Remaining Fiscal Year Allocation' row immediately below the funding source.
6. Enter the estimated cost for the proposed expenditure. Select on the cell at the juncture of the corresponding Budget Category row and Funding Source column and enter the estimated cost for the proposed expenditure.

If a proposed expenditure draws from multiple funding sources, select additional funding sources and enter the appropriate amounts. For an example of this, please refer to the SPSA Form F: Budget Planning Tool SAMPLE Form A available for download at <http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>.

Adding and Deleting Rows and Columns on 'Goal' Worksheets

To add or delete rows or columns on 'Goal' worksheets, follow these steps:

1. To add a new expenditures row, select the 'Add a Row' button. A new row will be added after the last used row. Do not add a new row until all the available cells in the column labeled 'Descriptions of Expenditures for Implementing this Goal' have been used.
2. To delete an expenditure row, Select on the description in the row that you want to delete and select the 'Delete a Row' button. That row will be deleted. **Note:** This action cannot be undone!
3. To add a new funding source column, select the 'Add a Column' button and a column will be added after the last used column. Do not add a new column until all the available cells in the row labeled 'Funding Source' have been used.

4. To delete a funding source column, select on the funding source in the column that you want to delete and then select the 'Delete a Column' button. That column will be deleted. **Note:** This action cannot be undone!

Adding or Deleting a Goal

To add or delete a goal, follow these steps:

1. To add a goal, select the 'Add a Goal' button on the 'SPSABudget' page. The next goal in numerical order (up to number 10) will be added to the workbook.
2. To delete a goal, select the 'Delete this Goal' button found on all 'Goal' pages except 'Goal 1'. That page, and everything on it, will be deleted. **Note:** This action cannot be undone!

Additional Information

Each 'Goal' worksheet keeps a running total of:

1. The estimated costs assigned to each funding source on that page; and
2. A running total of the remaining fiscal year allocation for each funding source.

These totals will automatically update each time that you return to that goal sheet.

The 'SPSABudget' worksheet keeps running totals of:

1. The total estimated expenditures for each funding source across all goals;
2. The remaining balance for each funding source; and
3. The total of the estimated expenditures assigned to each budget or resource code from across all goal sheets.

These totals will automatically update each time that you return to the 'SPSABudget' sheet.

Form G: Single Plan for Student Achievement Annual Evaluation

Pursuant to California *Education Code* Section 64001(g), the School Site Council (SSC) must evaluate at least annually the effectiveness of planned activities. In the cycle of continuous improvement of student performance, evaluation of the results of goals will provide data to inform and guide subsequent plans.

Annual evaluation by the SSC and local educational agency (LEA) is a critical part of the continuous cycle of improvement for a school. Furthermore, it is an integral component of the Compensatory Education (CE) Federal Program Monitoring (FPM) review process for Single Plan for Student Achievements (SPSAs). During an FPM review, the SSC and LEA must be able to provide evidence of the evaluation process to determine if the needs of students are being met by the strategies described in the SPSA.

The SPSA annual evaluation may be a summary description of the school's progress toward implementation of the strategies and actions in the SPSA. The report may also include a data analysis of the school's progress towards its student achievement goals based on local, state, or national assessment data.

During the evaluation process, it is important for the SSC and LEA to exercise caution about jumping to conclusions about the effectiveness or non-effectiveness of specific activities and programs without examining the underlying causes. The SSC and LEA should consider all relevant factors when evaluating the plan, such as the degree of implementation, student enrollment changes, and health and safety issues.

SAMPLE QUESTIONS FOR SPSA ANNUAL EVALUATION

Plan Priorities

- Identify the top priorities of the current SPSA. **(No more than 2–3.)**
- Identify the major expenditures supporting these priorities.

Plan Implementation

- Identify strategies in the current SPSA that were fully implemented as described in the plan.
- Identify strategies in the current SPSA that were not fully implemented as described in the plan or were not implemented within the specified timelines.
 - What specific actions related to those strategies were eliminated or modified during the year?
 - Identify barriers to full or timely implementation of the strategies identified above.

- What actions were undertaken to mitigate those barriers or adjust the plan to overcome them?
- What impact did the lack of full or timely implementation of these strategies have on student outcomes? What data did you use to come to this conclusion?

Strategies and Activities

- Identify those strategies or activities that were particularly effective in improving student achievement. What evidence do you have of the direct or indirect impact of the strategies or activities on student achievement?
- Identify those strategies or activities that were ineffective or minimally effective in improving student achievement.
 - Based on an analysis of the impact of the strategies/activities, what appears to be the reason they were ineffective in improving student achievement?
 - Lack of timely implementation
 - Limited or ineffective professional development to support implementation
 - Lack of effective follow-up or coaching to support implementation
 - Not implemented with fidelity
 - Not appropriately matched to student needs/student population
 - Other _____
 - Based on the analysis of this practice, would you recommend:
 - Eliminating it from next year's plan
 - Continuing it with the following modifications: _____

Involvement/Governance

- How was the SSC involved in development of the plan?
- How were advisory committees involved in providing advice to the SSC?
- How was the plan monitored during the school year?

- What changes are needed to ensure involvement of all stakeholders and adequate monitoring of planned activities and outcomes?

Outcomes

- Identify any goals in the current SPSA that were met.
- Identify any goals in the current SPSA that were not met, or were only partially met.
 - List any strategies related to this goal that were identified above as “not fully implemented” or “ineffective” or “minimally” effective.
- Based on this information, what might be some recommendations for future steps to meet this goal?

RES

Single Plan for Student Achievement

Part II: The Single Plan for Student Achievement Template



A Resource for the School Site Council

Part II: The Single Plan for Student Achievement Template

School: Romero Elementary School

District: Gustine Unified School District

County-District School (CDS) Code: 24736196025746

Principal: Lisa Filippini

Date of this revision: April 5, 2016

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California *Education Code* sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

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The District Governing Board approved this revision of the SPSA on June 8, 2016.



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Table 5: 2015-2016 Demographic Data

Grade	2014-2015 Demographic Data															
	All Groups		White		Hispanic		Other		English Learners (EL)		Students w/Disabilities		Socioeconomic Disadvantaged		Redesignated Fluent English Proficient *	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
K	39	14.7%	4	10%	32	82%	3	8%	22	56%	5	13%	26	67%	2	5%
1	50	18.8%	4	8%	46	92%	0	0%	33	66%	2	4%	36	72%	0	0
2	41	15.3%	1	2%	38	93%	2	5%	27	66%	8	20%	33	80%	0	0
3	44	16.5%	2	5%	42	95%	2	5%	30	68%	6	14%	33	75%	1	0%
4	47	17.7%	2	4%	41	93%	4	8%	27	57%	5	11%	37	79%	6	1%
5	45	16.9%	0	0%	43	96%	2	4%	28	62%	10	22%	35	78%	10	2%
Total	266	100%	13	5%	242	91%	13	5%	167	63%	36	14%	200	75%	19	7%

* Redesignated Fluent English proficient percentage is % of English Learner population.

Table 6: Continuous Enrollment Data

Grade	Students Continuously Enrolled Since Kindergarten or Grade One by Number (#) and Percent (%)															
	All Groups		White		Hispanic		Other		English Learners (EL)		Students w/Disabilities		Socioeconomic Disadvantaged		Redesignated Fluent English Proficient *	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
K	38	20%	7	18%	29	76%	2	1%	20	53%	4	11%	33	87%	0	0%
1	43	23%	3	7%	39	91%	1	0%	26	60%	5	12%	34	79%	0	0%
2	36	19%	1	0%	33	92%	2	1%	23	64%	6	17%	36	100%	0	0%
3	24	13%	0	0%	23	96%	1	0%	17	71%	5	21%	22	92%	1	0%
4	26	11%	2	1%	24	92%	0	3%	18	69%	3	12%	25	96%	3	12%
5	21	12%	0	8%	21	92%	0	0%	12	44%	5	20%	20	64%	8	32%
Total	188	100%	13	1%	169	90%	6	0%	116	62%	28	15%	170	90%	12	1%

Table 4: CELDT Data

Grade	CELDT Results -- 2013										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	Number	Percent (of cohort)	Number	Percent (of cohort)	Number	Percent (of cohort)	Number	Percent (of cohort)	Number	Percent (of cohort)	Total Number by Grade
K	0/25	0%	1/25	4%	8/25	32%	8/25	32%	8/25	32%	25
1	0/20	0%	4/20	20%	13/20	65%	1/20	5%	2/20	10%	20
2	0/27	0%	4/27	15%	14/27	52%	7/27	26%	2/27	7%	27
3	0/26	0%	3/26	12%	13/26	50%	9/26	35%	1/26	4%	26
4	0/13	0%	1/13	8%	7/13	54%	5/13	38%	0/13	0%	13
5	0/16	0%	4/16	25%	5/16	31%	6/16	38%	1/16	6%	16
6	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Total number/% of total	0	0	17	13%	60	47%	36	28%	14	11%	127

Grade	CELDT Results -- 2014										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	Number	Percent (of cohort)	Number	Percent (of cohort)	Number	Percent (of cohort)	Number	Percent (of cohort)	Number	Percent (of cohort)	By Grade
K	0/25	0%	1/25	4%	10/25	40%	10/25	40%	4/25	16%	25
1	2/27	7%	8/27	30%	14/27	52%	3/27	11%	0/27	0%	27
2	0/25	0%	3/25	12%	12/25	48%	9/25	36%	1/25	4%	25
3	0/29	0%	8/29	28%	12/29	41%	5/29	17%	4/29	14%	29
4	0/28	0%	11/28	39%	8/28	29%	8/28	29%	1/28	4%	28
5	0/13	0%	4/13	31%	7/13	54%	1/13	8%	1/13	8%	13
6	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Total number/% of total	2	1%	35	24%	63	43%	36	24%	11	7%	147

CELDT Results -- 2015											
Advanced			Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	Number	Percent (of cohort)	Number	Percent (of cohort)	Number	Percent (of cohort)	Number	Percent (of cohort)	Number	Percent (of cohort)	Total Number by Grade
K	2/21	10%	1/21	5%	11/21	52%	3/21	14%	4/21	19%	21
1	0/30	0%	9/30	30%	18/30	60%	2/30	7%	1/30	3%	30
2	0/27	0%	5/27	19%	12/27	44%	9/27	33%	1/27	4%	27
3	0/23	0%	0/23	0%	14/23	61%	7/23	30%	2/23	9%	23
4	0/23	0%	8/23	35%	12/23	52%	2/23	9%	1/23	4%	23
5	2/23	9%	8/23	35%	10/23	43%	3/23	13%	0/23	0%	23
Total	4/147	3%	31/147	21%	77/147	52%	26/147	18%	9/147	6%	147

Form A: Planned Improvements in Student Performance

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

LEA GOAL: English Language Arts (ELA) All students will attain proficiency on the ELA portion of the SBAC in the 2016-2017 school year.

SCHOOL GOAL: 1 English Language Arts: For the 2016-2017 school year the proficiency level (reading, writing, speaking and listening, and language,) for all students will improve school wide; 50% of students will perform at the proficient level as indicated on the district/site trimester benchmark scores, DIBLES & SRI scores, Lexile levels, and SBAC scores.

LCAP GOAL: 1 Student Achievement

What data did you use to form this goal?

2015-16 SBAC ELA Scores
2015-16 Lexile Levels
2015-16 SRI Scores
2015-16 ELA Unit Assessments
2015-16 CELDT Scores

What were the findings from the analysis of this data?

The data reveals that our students are improving in reading fluency and comprehension with the addition of two leveled intervention programs. 88% of 1st and 2nd grade students have shown growth on DIBLES/SRI composite score. 88% of 1st grade students increased their reading fluency rate. 73% of 1st grade students increased their reading accuracy, and 71% of 1st grade students showed an increase in reading comprehension. 93% of second grade students increase reading fluency rate. 73% of 2nd grade students increased reading accuracy, and 80% of second grade students increased reading comprehension. 100% of 3rd through 5th grade students have shown growth in Lexile level scores with showing significant growth, and 94% made at least one year's growth in reading level. Our ELL students in the program did very well, 94% made more than one year's growth in reading Lexile level.

How will the school evaluate the progress of this goal?

Weekly, monthly, triennially and yearly monitoring and evaluation of classroom instruction. Teachers will meet weekly in their Professional Learning Communities (PLC's) to assess/analyze student learning. Intervention teachers will continually reassess student achievement so that students can be moved according to progress level to gain the most achievement possible in the school year.

Where can a budget plan of the proposed expenditures for this goal be found?

*See action plan and budget sheet

	<p>CELDT scores indicate that our beginning and intermediate students continue to score lower in writing conventions than the advanced students.</p>	
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STRATEGY: Romero Elementary School is a K-5 campus with approximately 266 students. K-3 focus is to delivery instruction that provides a strong foundation for learning. There are eight teachers in the K-3 teaching team. Grades 4-5 focus is to provide intervention "appropriate to the students' needs" to students that are below grade level, and providing an enriching, challenging learning environment for all students. There are four teachers in the 4-5 teaching team. Student achievement and closing the gap for our nonproficient students will be the focus for RES. Two intervention programs, as well as Universal Access time, will continue to address the needs of these students during the school day. Reading Mastery will be implemented in grades 1-3 and READ 180/System 44 will be implemented for students in grades 3-5. An intervention teacher will continue to be funded to insure fidelity and continuity of instruction.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017) Continue to fulfill the need of an additional teacher to provide support, targeted instruction for lower performing students. Teacher will provided intervention to meet student needs as indicated from the DIBELS/SRI screening.</p>	<p>Lisa Filippini Michele Jones Donna Torres</p>	<p>Intervention teacher/monitor, (IT) will assess non proficient students in all grades with DIBELS/SRI, then place students in appropriate intervention groups based on student need. IT will organize and teach intervention groups as well as assist teachers in classroom (UA) instruction delivery. IT will monitor and evaluate student progress and report to Principal and classroom teachers. All groups will be fluid as students progress, they will move through the levels of intervention as needed.</p>	<p>Title I (3010), Part A. Basic Grants Low-Income and Neglected 20,000 (25% of funding)</p> <p>LCFF (0824) 50,000 (62.5% of funding) LCAP Goal #1 ACTION: Recruit, hire, train and retain high-quality staff who are committed, collaborative, caring, and exemplary.</p> <p>Lottery (1100) 10,000 (12.5% of funding)</p>

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Please duplicate this form as necessary for additional goals, strategies, or actions steps the school may have.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017) All Teachers will continue to implement Common Core ELA units in their daily classroom instruction. Instruction delivery will be shifted to accommodate Common Core learning, i.e. collaboration among students and student led discussion and foster student learning.</p>	<p>Lisa Filippini RES Teachers</p>	<p>Teachers will pilot ELA Common Core program, Benchmark the 2016-17 school year. Teachers will continue to collaborate with their grade level teams on site and across district to revise and plan lessons, units, and assessments. Teachers will provide visuals, supplemental materials to provide support for students in ELA (Scope/Story Works/Time/Nat.Geo)</p>	<p>Lottery Instructional (6300) 3,000</p>

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017) Library Clerk will create a library schedule for all grade levels and classrooms. LC will work with teachers and administration to order books and materials to meet the needs of students. She/he will provide access to books for all students (high-to low Lexile level) to</p>	<p>Lisa Miske Lisa Filippini</p>	<p>Continue to fund Library Clerk to assist students with library services.</p>	<p>Title I (3010), Part A. Basic Grants Low-Income and Neglected 7,500</p>

increase reading vocabulary and comprehension.			
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Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Provide Professional Development for Teachers	Lisa Filippini	Several opportunities for professional development will be offered throughout the summer and the school year. Teachers will indicate opportunities they would like to participate in and give information to the principal so that arrangements can be made.	Title I (3010), Part A. Basic Grants Low-Income and Neglected 2,000 Travel/conference LCFF (0824) 5,000 Travel/conference LCAP Goal # 1 ACTION: Provide Professional Development to support Common Core instructional strategies.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Students not at proficient levels in ELA, in all grades, will be assessed with DIBELS/SRI, then provided appropriate intervention based on student needs.	Lisa Filippini Intervention Teachers Intervention Aide	We will continue to purchase the appropriate number of licenses needed to assess students with DIBELS/SRI; materials will also be purchased as needed for the intervention groups.	Title I (3010), Part A. Basic Grants Low-Income and Neglected 250 (licenses) LCFF (0824) 14,600 (Intervention Aide) LCAP Goal # 1 Action: Recruit, hire, train and retain high-quality staff who are committed, collaborative, caring, and exemplary.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Renew copier(s) lease to provide improvement of instruction strategies and materials by providing materials for Universal Access, intervention, and notifications to parents about school activities/events.	Maria Gomez Lisa Filippini Business Mgr, DO	Renew copier(s) lease to send information home to parents for Romero Elementary School for the 2016-2017 school year.	Title I (3010), Part A, Basic Grants Low-Income and Neglected 12,000

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Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016-June 30, 2017) Renew Follett License for library	Lisa Filippini Maria Gomez	Renew the Follett license for the library	Lottery (1100) 2,000

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016-2017) Retain aides for Kindergarten classrooms.	Lisa Filippini Kinder Teachers	Continue to fund part-time classroom aides for both kindergarten classrooms. Prepare schedule for aides.	Title I (3010), Part A, Basic Grants Low-Income and Neglected 12,350 Miske LCFF 14,579 Gomes LCAP Goal # 1 Action: Recruit, hire, train and retain high-quality staff who are committed, collaborative, caring, and exemplary.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
July 1, 2016- June 30, 2017) Library Clerk will work with teachers and administration to order books and materials to meet the needs of students. She will provide access to books for all students (high-to low leveled) to increase reading vocabulary and comprehension.	Lisa Miske	Purchase books necessary to ensure the library is updated with needed materials.	Lottery (1100) 2,000

Form A: Planned Improvements in Student Performance

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

LEA GOAL: Mathematics

SCHOOL GOAL: 1 For the 2016–2017 school year, the proficiency level for all students will improve school wide; 50% of students (or more) will perform at a proficient level on district trimester benchmarks for mathematics and the SBAC.

LCAP GOAL: 1 Student Achievement

<p>What data did you use to form this goal? Eureka Math assessments Formative/Summative assessments Teacher assessment</p>	<p>What were the findings from the analysis of this data? Students in grades 3-5 struggle with mastering multiplication tables which creates issues in higher order math problems. Solid mathematic foundations must be mastered in addition, subtraction, and multiplication before students can succeed in higher order math problems.</p>	<p>How will the school evaluate the progress of this goal? Weekly, monthly, triennially, and yearly monitoring and evaluation of classroom instruction. Teachers will meet weekly in their Professional Learning Communities (PLC's) weekly to assess/analyze student learning. * see action plan</p>
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STRATEGY: During 2016-2017 year, Romero Elementary School will implement a school-wide shift in mathematic instruction to include manipulatives and visuals. A math intervention program will be implemented in the third and fourth grades to address the basic math skill needs of struggling math students as measured by district benchmark assessments, formative and summative assessments (weekly, monthly, triennially, annually). Eureka Math Program will be the math program for K-8 district wide.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017) Updated Eureka Math materials will be provided for teachers. Manipulatives to enhance the program will also be purchased as needed. Eureka Math is being used K-8 district wide.</p>	<p>Lisa Filippini</p>	<p>Eureka Math materials and manipulatives will be purchased for all grade levels, this includes a Teacher Binder and workbooks for students in all grade levels.</p>	<p>LCFF (0824) 5,500 LCAP Goal # 1 Action: Purchase CCSS aligned materials.</p>

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016-June 30, 2017) Intervention will be provided for students in grades 3-5 who are lacking basic mathematical skills to insure proficiency in grade level mathematics.	Intervention Teacher Teacher Lisa Filippini	Teachers will assess student math skills and refer to intervention as needed to ensure students master the foundational skills. Intervention teacher will provide intervention focusing on foundational skills.	Title I (3010), Part A, Basic Grants Low-income and Neglected 500

Form A: Planned Improvements in Student Performance

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LEA GOAL: All English Language Learners in grades K-2 will increase one CELDT level each year. All English Language Learners in grades 3-5 will reach English proficiency by the end of grade 5.

SCHOOL GOAL: 1 English Learners (EL's) will gain one or more CELDT level each year as measured by CELDT scores. By the end of grade 5 all EL's will be English Proficient.

LCAP GOAL: 1 Student Achievement

<p>What data did you use to form this goal? CELDT Scores Benchmarks Formative and Summative assessments</p>	<p>What were the findings from the analysis of this data? The analysis of the data revealed that if EL students are not redesignated by the end of grade 3, they make very little progress in future years. Most students reach the intermediate level, CELDT 3, but have difficulty advancing beyond the intermediate level. These scores</p>	<p>How will the school evaluate the progress of this goal? The implementation of the new and revised CELD book and the PD and consultation with MCOE (Alma DeLuna) will increase student academic language and academic conversation language. Walkthroughs, teacher report, and discussions in weekly PLC's will be</p>
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	affect SBAC scores.	part of the monitoring system. Weekly assessments, unit assessments, and quarterly benchmark assessments will evaluate the progress of the EL students.
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STRATEGY: By incorporating EL strategies throughout the day, EL students are exposed for the entire day rather than just the specific amount of time during ELD. Beginning EL's, Beginning Intermediate, and Intermediate students will be the focus for integrated ELD in the classroom, and all EL students will be deployed into designated ELD class period according to CELDT level.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Students will be assessed regarding their CELDT level and will receive appropriate ELD instruction in a designated classroom setting as well as throughout the day.	ELD Coordinator Lisa Filippini	Continue to fund stipend for an English Language Development Coordinator. Coordinator will test and place students according to CELDT results, attend and participate in ELAC, DELAC meetings, and organize redesignation ceremony. Provide on-going staff development in research-based ELD strategies and techniques. Attend EL PD as available and/or necessary.	Title III (4300), Limited English Proficiency (LEP) Student Program 1,500

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Teachers will be required to incorporate strategies from the new, revised CELD book as well as their new CC aligned ELA materials to support English Language Development, in daily lesson plans in all subjects to ensure engagement and understanding of all students.	Teachers Lisa Filippini	Teachers will receive support in using the new CELD book and new ELA materials to support EL's in their classroom.	N/A

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Home-School Community Liaison will provide enhanced communication between home and school via the school office.	Lisa Filippini Teri Leon	Continue to fund Home-School Bilingual Community Liaison	Title I (3010), Part A, Basic Grants Low-Income and Neglected 19,000

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Address the immediate language needs of new comers from Mexico by providing vocabulary building skills. Student progress will be monitored through CELDT assessment.	Michele Jones Lisa Filippini	Renew Rosetta Stone License, as well as provide programs suitable for language development for 2016-17 school year for new comers from Mexico	Title III (4300), Limited English Proficient (LEP) Student Program 500

Form A: Planned Improvements in Student Performance

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<p>LEA GOAL: Increase parental involvement and support</p> <p>SCHOOL GOAL: 1. Increase parent involvement at Romero Elementary School by offering at least two additional parent opportunities for 2016-2017.</p> <p style="padding-left: 40px;">2. Provide opportunities for parents to learn strategies to help their child(ren) succeed in school.</p> <p style="padding-left: 40px;">3. Provide opportunities for parents to get assistance learning English.</p> <p>LCAP GOAL: 1. Student achievement</p> <p style="padding-left: 40px;">3. GUSD will work together with parents, families, and the community to form a partnership to enhance student achievement.</p>

<p>What data did you use to form this goal? 2015/16 Parent Surveys Verbal Parent Feedback Public Comments at DELAC/ELAC/SSC Sign-in sheets from Parent Ed night LCAP Survey</p>	<p>What were the findings from the analysis of this data? On the Parent survey, 63% of parents indicated that they would like to have information on how to help their child succeed in school. During ELAC meetings, and DELAC meetings comments from the parents and members indicate the same, and included that they would like to attend English classes on campus in the evenings.</p>	<p>How will the school evaluate the progress of this goal? Parent survey information Program attendance Sign-in sheets at various school events</p>
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STRATEGY: Romero Elementary School will offer in addition to existing opportunities, at least two additional opportunities for parents to be involved with their child's education. These opportunities may include, but are not limited to: Parenting Classes, Special Events, such as Winter Program, Moms and Muffins, and Kinder Tea Party, Parent Information Nights, Family Movie Nights, Romero Games, and "Love Romero Day." RES will also look into providing opportunities for parents to learn English and strategies to help their child(ren) succeed in school.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017) Student Study Team (SST) Coordinator takes on the role of setting up the SST meetings. He/she coordinates between teachers, parents, and school psychologist to schedule the meetings. The SST Coordinator also completes and gathers all the necessary paperwork</p>	<p>SST Coordinator (Gail Tallman) Lisa Filippini</p>	<p>Continue to fund a stipend for the Student Study Team Coordinator</p>	<p>LCFF (0824) 1,500 LCAP Goal # 2 Action: Provide stipends for teachers to coach/organize meetings to enhance social, emotional, and academic learning for all students necessary to become productive members of society.</p>

needed for the meeting and takes notes while at the meeting. In turn to provide appropriate instructional support and/or intervention.			
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Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Provide Latino Family Literacy Program	Prima Chavez Lisa Filippini	Program provides literacy opportunities/training of the parents of Romero Elementary	Title III (4300), Limited English Proficiency (LEP) Student Program 500

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Provide School Handbooks to parents in a folder format and provide agendas for all students. Handbooks inform the parents of school rules and information in sent home and back to school in the folder. Agendas are provided for students, grades 4-5 to write in	Maria Gomez Lisa Filippini	Order school handbook folder and classroom agendas for beginning of the school year.	Title I (3010), Part A, Basic Grants Low-Income and Neglected 1,500

<p>their daily homework and events so that parents are aware of information/events at the school.</p>			
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The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

<p>LEA GOAL: Technology</p> <p>SCHOOL GOAL: Purchase new and innovative technology, as well as maintain current technology for teachers and students at Romero Elementary School</p> <p>LCAP GOAL: 1 Student achievement</p>

<p>What data did you use to form this goal? Data Path and the Principal evaluated the computer lab and classrooms to determine items that are in need of repair or replacement. Principal and teachers attended professional development to better understand new technology and how it supports the learning environment.</p>	<p>What were the findings from the analysis of this data? The district's goals and vision center on producing students ready for a global society. Twenty-first Century classes and skills have been implemented in the classroom and in the computer labs. Students are focused and engaged when working the computers.</p>	<p>How will the school evaluate the progress of this goal? Technology inventory as well as teacher/student feedback will be used to monitor on an ongoing basis.</p>
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STRATEGY: Students and teacher will have access to updated and working technology at all times. Technology will be used in the classroom on a daily basis and all students, K-5 will have daily, or every other day, access to the computer lab. A computer tech will be funded to ensure student and teacher success while in the computer lab.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017) Computer Tech will oversee the computer lab and offer assistance when students are in the lab with the classroom. Tech will also offer assistance to teachers in the classroom as needed. Tech will support transition to Common Core instructional strategies and preparation for computer based assessments. Tech will also oversee SBAC testing in the computer lab.</p>	<p>Lisa Filippini Computer Tech (Susan Marchese) Data Path</p>	<p>Continue to fund one part-time computer tech to assist in the lab and in the classrooms as needed. Also, tech will assist with the SBAC testing and coordinate all correspondence regarding the SBAC testing.</p>	<p>LCFF (0824) Part-time Computer Tech 15,000 LCAP Goal 1 Action: Incorporate technology which supports the development of 21st Century skills and better prepares students for college and career.</p>

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Continue to support technology transition to Common Core State Standards instructional strategies and computer based assessments.	Computer Tech Data Path Lisa Filippini	Update technology and technological components as needed; Identify technology or components that need repair or replacement as needed. Computer lab computers are dated, begin replacing some each year.	Title I (3010), Part A, Basic Grants Low-Income and Neglected 10,000

Form A (Non-Academic Goal)

LEA GOAL: All students at Romero Elementary School will feel safe at school.

SCHOOL GOAL: The safety plan for Romero Elementary School will be updated each year, as needed, by the principal and the Sheriff's Department. All students will feel safe at school, all day; every day.

LCAP GOAL: 2 GUSD will create a safe, healthy, and welcoming learning environment.

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
<ul style="list-style-type: none"> ▪ School Climate Survey ▪ Healthy Kids Survey ▪ Stakeholder Survey of students, staff, parents, and community ▪ Comments and testimonials of PTMS students and staff 	<ul style="list-style-type: none"> ▪ Data will be gathered from the surveys and action plans will be created as determined by cited need 	<ul style="list-style-type: none"> ▪ This school goal will be evaluated on an annual basis as part of the SPSA evaluation process

STRATEGIES: 1) Romero Elementary School will use an inquiry-based approach to identify major student safety issues, review current practices, and identify potential strategies or interventions to increase student safety.
2) Romero Elementary will continue to partner/contract with the Merced County Sheriff's Department for SRO and other services.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017) The School Site Council will act as a school safety planning committee</p> <p>The Romero Elementary leadership team will review SSC recommendations, develop implementation plans, and present to stakeholders</p>	<p>SSC Chairperson, Principal</p> <p>Leadership team Principal</p>	<ul style="list-style-type: none"> ▪ Distribute surveys to all stakeholders, students, staff, and parents ▪ October 1–November 30, 2016: SSC meets to discuss the results of the surveys ▪ December 1–21, 2016: SSC meets to identify potential strategies and make recommendations to site leadership ▪ January 7–31, 2017: leadership team meets to review SSC recommendations and develop implementation plans ▪ February 1–28, 2017: leadership team presents to stakeholders and makes revisions, if necessary 	<p>None</p> <p>None</p>

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017)</p> <p>The No Bully Solution team will continue to be a part of the School Safety Plan.</p>	<p>No Bully Solution Team Principal</p>	<p>Referrals will be made to the No Bully Solution Team anytime there is a report of a possible “Bully” issue. The team will follow the procedures to conduct a solution team. The Team leader will monitor student progress/change.</p>	<p>None</p>

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017)</p> <p>Romero Elementary will provide activities/tangible items to continue to ensure a positive climate and cultures at the school.</p>	<p>Romero Games Committee Red Ribbon Week Committee Maria Gomez Principal</p>	<p>Students will be chosen to participate in the Romero Games track meet. Committee Chairperson will contact other schools and give them information for participation in the meet. Items will be purchased as needed for the track meet.</p> <p>Chairperson will notify maintenance department in March/early April of needed field preparation.</p> <p>Students will participate in Red Ribbon Week in late October to promote drug awareness. Committee will create activities for students and arrange for any assemblies during the week.</p> <p>Tokens of appreciation, i.e. staff lunch, cake, memento, etc. to show staff/teachers appreciation for all of their hard work and dedication throughout the school year.</p> <p>Create and order staff shirts to show school spirit throughout the year.</p>	<p>Lottery (1100) 2,000</p>

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>(July 1, 2016- June 30, 2017)</p> <p>Provide a yearbook of memories for students to purchase.</p>	<p>Maria Gomez Principal</p>	<p>A yearbook coordinator will be hired to coordinate the yearbook, take pictures, and sell the year books.</p>	<p>Lottery (1100) 1,200</p>

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
(July 1, 2016- June 30, 2017) Provide office supplies to the office staff	Maria Gomez Principal	Office supplies including paper, printer/computer supplies will be purchased to sustain the office operations throughout the school year.	Lottery (1100) 7,500

Form B: Centralized Services for Planned Improvements in Student Performance

The following actions and related expenditures support this site program goal and will be performed as a centralized service. Note: the total amount for each categorical program in Form B must be aligned with the Consolidated Application.

School Goal #:

Actions to be Taken to Reach This Goal ¹ Consider all appropriate dimensions (e.g., Teaching and Learning, Staffing, and Professional Development)	Start Date ² Completion Date	Proposed Expenditures	Estimated Cost	Funding Source (itemize for each source)

Note: Centralized services may include the following direct services:

- Research-based instructional strategies, curriculum development, school climate, and data disaggregation for instructional staff
- District-wide staff providing specific services to schools, e.g., English Language Development Coordinator, Teachers on Special Assignment, Instructional Coaches
- After-School and Summer School programs funded by categorical programs
- Data analysis services, software, and training for assessment of student progress

Centralized services do not include administrative costs.

Please duplicate this form as necessary.

¹ See Appendix A: Chart of Legal Specifics for the Single Plan for Student Achievement for content required by each program or funding source supporting this goal.

² List the date an action will be taken, or will begin, and the date it will be completed.

Form C: Programs Included in this Plan

Check the box for each state and federal program in which the school participates. Enter the amounts allocated for each program in which the school participates and, if applicable, check the box indicating that the program's funds are being consolidated as part of operating a schoolwide program (SWP). The plan must describe the activities to be conducted at the school for each of the state and federal programs in which the school participates. The totals on these pages should match the cost estimates in Form A and the school's allocation from the ConApp.

Note: For many of the funding sources listed below, school districts may be exercising Categorical Program Provisions options (flexibility) with information available at <http://www.cde.ca.gov/fg/ac/co/documents/sbx34budgetflex.doc>.

Of the four following options, please select the one that describes this school site:

- This site operates as a targeted assistance school (TAS), not as a schoolwide program (SWP).
- This site operates a SWP but does not consolidate its funds as part of operating a SWP.
- This site operates a SWP and consolidates only applicable federal funds as part of operating a SWP.
- This site operates a SWP and consolidates all applicable funds as part of operating a SWP.

State Programs	Allocation	Consolidated in the SWP
<input type="checkbox"/> California School Age Families Education (Carryover only) Purpose: Assist expectant and parenting students to succeed in school	\$	<input type="checkbox"/>
<input type="checkbox"/> Economic Impact Aid/State Compensatory Education (EIA-SCE) (Carryover only) Purpose: Help educationally disadvantaged students succeed in the regular program	\$	<input type="checkbox"/>
<input type="checkbox"/> Economic Impact Aid/Limited-English Proficient (EIA-LEP) (Carryover only) Purpose: Develop fluency in English and academic proficiency of English learners	\$	<input type="checkbox"/>
<input type="checkbox"/> Peer Assistance and Review (Carryover only) Purpose: Assist teachers through coaching and mentoring	\$	<input type="checkbox"/>

Revised September 2015

<input type="checkbox"/>	Professional Development Block Grant (Carryover only) Purpose: Attract, train, and retain classroom personnel to improve student performance in core curriculum areas	\$	<input type="checkbox"/>
<input type="checkbox"/>	Quality Education Investment Act (QEIA) Purpose: Funds are available for use in performing various specified measures to improve academic instruction and pupil academic achievement	\$	<input type="checkbox"/>
<input type="checkbox"/>	School and Library Improvement Program Block Grant (Carryover only) Purpose: Improve library and other school programs	\$	<input type="checkbox"/>
<input type="checkbox"/>	School Safety and Violence Prevention Act (Carryover only) Purpose: Increase school safety	\$	<input type="checkbox"/>
<input type="checkbox"/>	Tobacco-Use Prevention Education Purpose: Eliminate tobacco use among students	\$	<input type="checkbox"/>
<input type="checkbox"/>	List and Describe Other State or Local Funds (e.g., Career and Technical Education [CTE], etc.)	\$	<input type="checkbox"/>
Total amount of state categorical funds allocated to this school		\$	
Federal Programs		Allocation	Consolidated in the SWP
<input checked="" type="checkbox"/>	Title I, Part A: Allocation Purpose: To improve basic programs operated by local educational agencies (LEAs)	\$96,789	<input type="checkbox"/>
<input type="checkbox"/>	Title I, Part A: Parental Involvement (if applicable under Section 1118[a][3][c] of the Elementary and Secondary Education Act) Purpose: Ensure that parents have information they need to make well-informed choices for their children, more effectively share responsibility with their children's schools, and help schools develop effective and successful academic programs (this is a reservation from the total Title I, Part A allocation).	\$	<input type="checkbox"/>

<input type="checkbox"/>	For Program Improvement Schools only: Title I, Part A Program Improvement (PI) Professional Development (10 percent minimum reservation from the Title I, Part A reservation for schools in PI Year 1 and 2)	\$		<input type="checkbox"/>
<input type="checkbox"/>	Title II, Part A: Improving Teacher Quality Purpose: Improve and increase the number of highly qualified teachers and principals	\$		<input type="checkbox"/>
<input checked="" type="checkbox"/>	Title III, Part A: Language Instruction for Limited-English-Proficient (LEP) Students Purpose: Supplement language instruction to help LEP students attain English proficiency and meet academic performance standards	\$13,045		Title III funds may not be consolidated as part of a SWP ³
<input type="checkbox"/>	Title VI, Part B: Rural Education Achievement Program Purpose: Provide flexibility in the use of ESEA funds to eligible LEAs	\$		<input type="checkbox"/>
<input type="checkbox"/>	For School Improvement Schools only: School Improvement Grant (SIG) Purpose: to address the needs of schools in improvement, corrective action, and restructuring to improve student achievement	\$		<input type="checkbox"/>
<input type="checkbox"/>	Other federal funds (list and describe)	\$		<input type="checkbox"/>
<input type="checkbox"/>	Other federal funds (list and describe)	\$		<input type="checkbox"/>
<input type="checkbox"/>	Other federal funds (list and describe)	\$		<input type="checkbox"/>
Total amount of federal categorical funds allocated to this school		\$150775		
Total amount of state and federal categorical funds allocated to this school		\$256,452		

Note: Other Title I-supported activities that are not shown on this page may be included in the SPSA Action Plan.

³ Title III funds are not a school level allocation even if allocated by the district to a school site. The LEA is responsible for fiscal reporting and monitoring and cannot delegate their authority to a site at which the program is being implemented. If Title III funds are spent at a school site, they must be used for the purposes of Title III and only for those students the LEA has identified for services. For more information please contact the Language Policy and Leadership Office at 916-319-0845.

Form D: School Site Council Membership

California *Education Code* describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school.⁴ The current make-up of the SSC is as follows:

Names of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Lisa Filippini	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kaisa Freitas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Julie Seim	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maria Gomez	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patricia Zavala	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Michele Jones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Aurora Pelayo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Andrea Elizalde	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Numbers of members in each category	1 <input type="checkbox"/>	2 <input type="checkbox"/>	1 <input type="checkbox"/>	4 <input type="checkbox"/>	<input type="checkbox"/>

⁴ EC Section 52852

Form E: Recommendations and Assurances

The school site council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply)**:

- State Compensatory Education Advisory Committee _____ Signature
- English Learner Advisory Committee Patricia Zavala _____ Signature
- Special Education Advisory Committee _____ Signature
- Gifted and Talented Education Advisory Committee _____ Signature
- District/School Liaison Team for schools in Program Improvement _____ Signature
- Compensatory Education Advisory Committee _____ Signature
- Departmental Advisory Committee (secondary) _____ Signature
- Other committees established by the school or district (list) _____ Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on: May 11, 2016.

Lisa Filippini
 Typed name of School Principal



 Signature of School Principal Date 5/11/16

Kaisa Freitas/Julie Seim
 Typed name of SSC Chairperson



 Signature of SSC Chairperson Date 5-11-16

Form F: Budget Planning Tool –Version 2.2 (revised)

The SPSA Budget Planning Tool has been redesigned to be simpler to use while remaining flexible and informative. The tool has been designed to provide those involved in school planning with a way to compare the costs of their estimated goal expenditures to funding source fiscal year allocations. The aim in providing this tool is to assist school planners in making effective and informed decisions as to the use of their funds. Form F (XLS; Aug-2014) is available for download at <http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>.

System Requirements:

A computer running spreadsheet software with the ability to use Macro-Enabled Microsoft Excel 1997–2003 worksheets is required.

Instructions for Use

Opening the Budget Planning Workbook for the First Time

To ensure that the SPSA Budget Planning Tool operates correctly, follow these steps when opening the file:

1. Open the SPSA Budget Planning Tool. A dialogue box should appear that will ask the user if they want to enable editing. Select 'Yes' to enable editing.
2. Enable macros. A Security Warning dialogue box should appear asking if the user wants to enable macros. This warning may alternately appear as a yellow security warning bar across the top of the workbook. Select 'Enable Macros' and then save the document.
3. Maximize the workbook so that the page tabs show along the bottom of the workbook.

Setting-up School Information

To set the school information in the tool, follow these steps:

1. Select the 'SPSABudget' sheet tab at the bottom of the workbook.
2. Select the 'Add School Information' button to input school information.
3. Enter the school name, the district name, the schools CDS code, the name of the school administrator, and the date of revision.

4. If the school is operating a schoolwide program (SWP) select the 'Operating Schoolwide Program' checkbox. Another checkbox will appear asking if you are consolidating funds as part of operating a SWP. If you are consolidating funds, select the checkbox. You will then be asked to select if you will be consolidating only federal funding sources or consolidating all funding sources.
5. Select 'OK' to continue, or select 'Cancel' to exit.

You may change school information at any time by the selecting 'Add School Information' button. Each time the 'Add School Information' button is selected, the date of revision will reset to '1/1/2000', therefore you will need to update the date of revision each time changes are made to the school information.

For Schools Consolidating Funds as Part of a SWP

If the school is operating a SWP and is choosing to consolidate funds a funding source titled 'Consolidated SWP Funds' will appear on the 'SPSABudget' sheet. Any funding sources that are consolidated as part of the SWP will be added into the 'Consolidated SWP Funds' funding source. In addition, a new sheet named 'Consolidated SWP Funds' will appear in the workbook. By going to the 'Consolidated SWP Funds' sheet you will be able to see a list of all the funding sources that have been consolidated in the SWP, their initial fiscal year allocations, and the total fiscal year allocation of all the funding sources that have been consolidated.

Adding a New Funding Source

By default, the first funding source listed in the 'Funding Sources' column is 'Title I'. It has a default allocation of '\$0.00'. To edit either the name of the funding source and/or the allocation amount, select the 'Edit a Funding Source' button and skip to step three below.

To add a new funding source to the list, follow these steps:

1. From the 'SPSABudget' sheet, select the 'Add a Funding Source' button.
2. Enter the name of the funding source and the amount of the fiscal year allocation.
3. If you are consolidating this funding source as part of operating a SWP, then select the checkbox. If you are not operating a SWP or if you are operating a SWP but not consolidating funds, no checkbox will appear. If you are operating a SWP and consolidating funds another box will open asking if the funding source is federal, state, or local. Select the appropriate option to continue.
4. Select 'OK' to add the funding source to your list, or select 'Cancel' to exit.

Be sure that the centralized services described in Form B of the SPSA document match any centralized services entered into the Budget Planning Tool.

For Schools Consolidating Funds as Part of a SWP

If the funding source is being consolidated as part of a SWP, it will not appear in the funding sources column on the 'SPSABudget' sheet. The fiscal year allocation will be added to the 'Consolidated SWP Funds' fiscal year allocation and the funding source will be added to the list previously referred to on the 'Consolidated SWP Funds' sheet.

Editing or Deleting a Funding Source

To edit an existing funding source on the list, follow these steps:

1. From the 'SPSABudget' sheet, select the 'Edit a Funding Source' button.
2. Select the funding source you want to edit or delete from the list on the left. The information for that funding source will auto-populate in the appropriate cells.
3. To edit the funding source, make the desired changes to the funding source information and select 'OK' to enforce the changes or select 'Cancel' to exit.
4. To delete the funding source select the 'Delete' button. You will be asked if you want to delete the selected funding source. Select 'Yes' to delete the funding source or 'No' to cancel.

Note: Deleting a funding source cannot be undone! The system will not allow you to delete the first funding source row.

For Schools Consolidating Funds as Part of a SWP

To edit the 'Consolidated SWP Funds' funding source go to the 'Consolidated SWP Funds' sheet, Select the 'Edit a Consolidated SWP Funding Source' button, and follow instructions 2–4 (above). To delete the 'Consolidated SWP Funds' funding source, select the 'Add School Information' button and uncheck the box labeled 'This site consolidates funding sources as part of operating its schoolwide program'.

Adding a Budget/Resource Code

By default, the first budget code listed in the 'Budget/Resource Code Descriptions' column is 'Unrestricted'. It has a default code of '0000'. To edit either the name of the

budget or resource code, or the code itself, select the 'Edit a Budget Code' button and skip to step two below.

To add a new budget or resource code to the list, follow these steps:

1. From the 'SPSABudget' sheet, select the 'Add a Budget Code' button.
2. Enter the name and/or description of the budget/resource code and the code number.
3. Select 'OK' to add the budget/resource code to your list, or select 'Cancel' to exit.

Be sure that the centralized services described in Form B of the SPSA document match any centralized services entered into the Budget Planning Tool.

Editing or Deleting a Budget/Resource Code

To edit an existing budget or resource code on the list, follow these steps:

1. From the 'SPSABudget' sheet, select the 'Edit a Budget Code ' button.
2. Select the budget/resource code you want to edit or delete from the list on the left. The information for that budget/resource code will auto-populate in the appropriate cells.
3. To edit the budget/resource code, make the desired changes to the budget/resource code information and select 'OK' to enforce the changes, or select 'Cancel' to exit.
4. To delete the budget/resource code, select the 'Delete' button. You will be asked if you want to delete the selected budget/resource code. Select 'Yes' to delete the budget/resource code or 'No' to cancel.

Note: Deleting a budget/resource code cannot be undone! The system will not allow you to delete the first budget/resource code source row.

Using 'Goal' Worksheets

To use the 'Goal' worksheets to track the estimated expenditures related to the school goals as described in the SPSA, follow these steps:

1. Select the first goal tab, 'Goal 1', at the bottom of the workbook.

2. Double-select next to 'Goal' (under the school information at the top of the page) to activate the cell and enter the title of the goal being addressed.
3. Enter a description of one of the proposed expenditures for this goal. Double-select on a cell in the 'Description of expenditures for implementing this Goal' column and enter the description.
4. Select the budget category (or code) for the proposed expenditure. Select a cell to activate the dropdown menu. Use the scroll bar to scroll through the selections in the dropdown menu and select on a budget category (or code) to select the budget description (or code) for the proposed expenditure. The corresponding code (or budget description) will appear automatically in the adjoining cell.
5. Enter the funding source for the proposed expenditure. In the 'Funding Source' row, select a cell to activate the dropdown menu. Use the scroll bar to scroll through the selections and select on a funding source in the dropdown menu to select it. The remaining allocation amount for that funding source will appear in the 'Remaining Fiscal Year Allocation' row immediately below the funding source.
6. Enter the estimated cost for the proposed expenditure. Select on the cell at the juncture of the corresponding Budget Category row and Funding Source column and enter the estimated cost for the proposed expenditure.

If a proposed expenditure draws from multiple funding sources, select additional funding sources and enter the appropriate amounts. For an example of this, please refer to the SPSA Form F: Budget Planning Tool SAMPLE Form A available for download at <http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>.

Adding and Deleting Rows and Columns on 'Goal' Worksheets

To add or delete rows or columns on 'Goal' worksheets, follow these steps:

1. To add a new expenditures row, select the 'Add a Row' button. A new row will be added after the last used row. Do not add a new row until all the available cells in the column labeled 'Descriptions of Expenditures for Implementing this Goal' have been used.
2. To delete an expenditure row, Select on the description in the row that you want to delete and select the 'Delete a Row' button. That row will be deleted. **Note:** This action cannot be undone!
3. To add a new funding source column, select the 'Add a Column' button and a column will be added after the last used column. Do not add a new column until all the available cells in the row labeled 'Funding Source' have been used.

4. To delete a funding source column, select on the funding source in the column that you want to delete and then select the 'Delete a Column' button. That column will be deleted. **Note:** This action cannot be undone!

Adding or Deleting a Goal

To add or delete a goal, follow these steps:

1. To add a goal, select the 'Add a Goal' button on the 'SPSABudget' page. The next goal in numerical order (up to number 10) will be added to the workbook.
2. To delete a goal, select the 'Delete this Goal' button found on all 'Goal' pages except 'Goal 1'. That page, and everything on it, will be deleted. **Note:** This action cannot be undone!

Additional Information

Each 'Goal' worksheet keeps a running total of:

1. The estimated costs assigned to each funding source on that page; and
2. A running total of the remaining fiscal year allocation for each funding source.

These totals will automatically update each time that you return to that goal sheet.

The 'SPSABudget' worksheet keeps running totals of:

1. The total estimated expenditures for each funding source across all goals;
2. The remaining balance for each funding source; and
3. The total of the estimated expenditures assigned to each budget or resource code from across all goal sheets.

These totals will automatically update each time that you return to the 'SPSABudget' sheet.

Form G: Single Plan for Student Achievement Annual Evaluation

Pursuant to California *Education Code* Section 64001(g), the School Site Council (SSC) must evaluate at least annually the effectiveness of planned activities. In the cycle of continuous improvement of student performance, evaluation of the results of goals will provide data to inform and guide subsequent plans.

Annual evaluation by the SSC and local educational agency (LEA) is a critical part of the continuous cycle of improvement for a school. Furthermore, it is an integral component of the Compensatory Education (CE) Federal Program Monitoring (FPM) review process for Single Plan for Student Achievements (SPSAs). During an FPM review, the SSC and LEA must be able to provide evidence of the evaluation process to determine if the needs of students are being met by the strategies described in the SPSA.

The SPSA annual evaluation may be a summary description of the school's progress toward implementation of the strategies and actions in the SPSA. The report may also include a data analysis of the school's progress towards its student achievement goals based on local, state, or national assessment data.

During the evaluation process, it is important for the SSC and LEA to exercise caution about jumping to conclusions about the effectiveness or non-effectiveness of specific activities and programs without examining the underlying causes. The SSC and LEA should consider all relevant factors when evaluating the plan, such as the degree of implementation, student enrollment changes, and health and safety issues.

SAMPLE QUESTIONS FOR SPSA ANNUAL EVALUATION

Plan Priorities

- Identify the top priorities of the current SPSA. **(No more than 2–3.)**
- Identify the major expenditures supporting these priorities.

Plan Implementation

- Identify strategies in the current SPSA that were fully implemented as described in the plan.
- Identify strategies in the current SPSA that were not fully implemented as described in the plan or were not implemented within the specified timelines.
 - What specific actions related to those strategies were eliminated or modified during the year?
 - Identify barriers to full or timely implementation of the strategies identified above.

- What actions were undertaken to mitigate those barriers or adjust the plan to overcome them?
- What impact did the lack of full or timely implementation of these strategies have on student outcomes? What data did you use to come to this conclusion?

Strategies and Activities

- Identify those strategies or activities that were particularly effective in improving student achievement. What evidence do you have of the direct or indirect impact of the strategies or activities on student achievement?
- Identify those strategies or activities that were ineffective or minimally effective in improving student achievement.
 - Based on an analysis of the impact of the strategies/activities, what appears to be the reason they were ineffective in improving student achievement?
 - Lack of timely implementation
 - Limited or ineffective professional development to support implementation
 - Lack of effective follow-up or coaching to support implementation
 - Not implemented with fidelity
 - Not appropriately matched to student needs/student population
 - Other _____
 - Based on the analysis of this practice, would you recommend:
 - Eliminating it from next year's plan
 - Continuing it with the following modifications: _____

Involvement/Governance

- How was the SSC involved in development of the plan?
- How were advisory committees involved in providing advice to the SSC?
- How was the plan monitored during the school year?

- What changes are needed to ensure involvement of all stakeholders and adequate monitoring of planned activities and outcomes?

Outcomes

- Identify any goals in the current SPSA that were met.
- Identify any goals in the current SPSA that were not met, or were only partially met.
 - List any strategies related to this goal that were identified above as “not fully implemented” or “ineffective” or “minimally” effective.
- Based on this information, what might be some recommendations for future steps to meet this goal?

GMS



Gustine Middle School

"Home of the Braves"

Mr. Michael Bunch, Principal

AGENDA ITEM TITLE: Approval of GMS Single Plan for Student Achievement

AGENDA SECTION: Action

PRESENTED BY: Michael Bunch, Principal—GMS

SUMMARY:

The proposed SPSA is intended to provide an ongoing framework to identify and explain how GMS intends to allocate its 2016-2017 operating budget. This document identifies specific and measurable goals for implementation during the upcoming school year. Each of GMS' school goals is aligned to a specific GUSD LCAP goal. This document was unanimously approved at the May 18, 2016 school site council meeting. GMS requests that the trustees approve our SPSA.

FISCAL IMPACT: None

BUDGET CATEGORY: NA

RECOMMENDED ACTION: Approve

Single Plan for Student Achievement

Part II: The Single Plan for Student Achievement



A Resource for the School Site Council

Part II: The Single Plan for Student Achievement

School: Gustine Middle School

District: Gustine Unified School District

County-District School (CDS) Code: 24736196103766

Principal: Michael Bunch

Date of this revision: May 18, 2016

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California *Education Code* sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person:	Michael Bunch, Ed. D.
Position:	Principal
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E-mail Address:	mbunch@gustineusd.org

The District Governing Board approved this revision of the SPSA on June 8, 2016.



SPSA Budget Summary Gustine Middle School
2015 - 2016

Positions/Expenses	Programs encumbering costs				
	Title I	Title II	Title III	LCFF	QEIA
Budgeted Amount	\$ 142,544		\$ 8,974	\$ 167,271	
Professional Development	\$ 20,000		\$ 1,200	\$ 10,000	
Rachel's Challenge Program	\$		\$	\$ 6,500	
Read 180 License Renewal	\$		\$	\$ 5,000	
Read 180 Aide	\$ 14,000		\$	\$	
Bilingual Community Liaison	\$ 3,000		\$ 7,000	\$	
AVID Supplies	\$ 1,000		\$	\$	
Teacher Extra Time	\$ 2,000		\$	\$ 2,000	
Certificated Substitutes	\$ 2,000		\$	\$	
AVID Tutors	\$ 3,500		\$	\$	
AVID Tutorials	\$ 1,000		\$	\$	
AR Program License Renewal	\$ 5,500		\$	\$	
Materials & Supplies	\$ 39,044		\$ 774	\$ 42,771	
School Garden Supplies				\$ 1,000	
ST Math License Renewal	\$ 3,500		\$	\$	
Computers/Technology	\$		\$	\$ 24,000	
Plato/Edmentum Renewal	\$ 5,000		\$	\$	
Math 180	\$ 37,000		\$	\$	
Parent Involvement	\$ 1,000		\$	\$ 1,000	
WEB	\$		\$	\$ 1,000	
Outdoor Education	\$ 5,000		\$	\$ 12,000	
Payroll & Benefits	\$		\$	\$ 40,000	
Academic Pentathlon	\$		\$	\$ 2,000	
Travel and Conference	\$		\$	\$ 20,000	
Totals	\$ 142,544		\$ 8,974	\$ 167,271	

The budget summary page is based on the goals and activities included in the SPSAs.

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The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Local Educational Agencies (LEAs) initially identified for Program Improvement (PI) must use applicable state tools, the Academic Program Survey (APS), the District Assistance Survey (DAS), the English Learner Subgroup Self-Assessment (ELSSA), and the Inventory for Services and Supports for students with disabilities (ISS) to determine current instructional practice. All LEAs may use these tools to enhance systems in district schools. Tools are located at the California Department of Education State Program Assessment Tools Web page at <http://www.cde.ca.gov/ta/ac/ti/stateassesspi.asp>.

Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessments, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA).

In order to effectively monitor each student's continued success, both formative and summative assessment data will be used as part of GMS' progress monitoring agenda. CAASPP interim assessments will be administered three times throughout the school year (at the end of quarters 1-3), teacher generated common assessments will be given throughout the school year (using a pre-test, and post-test design), the CELDT, and finally SRI tests will be used to create a fluid intervention system where students receive targeted supports, based on their needs as indicated by these formative data.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

As part of GMS' commitment to functioning as a PLC, teachers will develop common formative assessments (depending on content areas...some assessments will be content focused, and some will be vertically aligned with a focus spiral skill-building). During embedded collaboration time, teachers will analyze the data that are indicated from these assessments. The intended outcome for teachers is to use these indicated data trends in order to make

informed adjustments to their own daily instruction, for the best academic interests of students.

3. Status of meeting requirements for highly qualified staff (ESEA)
95% of teachers at Gustine Middle School are highly qualified (GMS currently employs one intern).

4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

All teachers at Gustine Middle School are appropriately credentialed. All teachers are equipped with the necessary instructional materials, and training to help ensure that classroom instruction is provided at the highest pedagogical standards.

5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

Teachers at Gustine Middle School have and continue to receive professional development training that is intended to align GMS' daily instructional habits with both the broad framework of professional learning communities (PLCs), and more specifically, with the nine essential aspects of powerful instruction—as articulated within the *Art and Science of Teaching-Marzano*.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

GMS is committed to continuing to roll-out the school's PLC process. The GMS staff, while taking direction from GUSD, will realign of our school's mission, vision, values and goals. During the summer of 2016, the vast majority of GMS teachers will attend the PLC institute in San Jose. The fundamental goal for attending this conference is to construct a cohesive system of practice that is grounded in the assumption that "all children can learn at high levels" (DuFour).

7. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

GMS' ongoing focus for weekly and monthly collaborative time will be to monitor students' ongoing academic performance. Time will be spent analyzing formative data, that is results oriented, and is intended to help teachers keep an up to date awareness of how any given student is performing academically, at any given time.

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA & CCSS)

District and state adopted materials are used for instruction in all classrooms. Teachers have had SB472 training.

9. Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

ELA, Math, and ELD interventions will be conducted at the beginning of each school day. Students will receive 40 minutes, 4 times per week of targeted intervention instruction and/or direct ELD instruction. This allows students to receive necessary strategic support without removing them from the general classroom environment.

10. Availability of standards-based instructional materials appropriate to all student groups (ESEA & CCSS)

Every student has access to standards-based, GUSD Governing Board-adopted instructional materials in ELA, math, science, history and ELD, if applicable.

11. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned (ESEA, CCSS) core courses (EPC)

All subject areas use SBE and district adopted materials including intervention for all core courses.

Opportunity and Equal Educational Access

12. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Underperforming students are provided opportunities for intervention during strategic support period, after school tutorials, and during classroom intervention time.

13. Research-based educational practices to raise student achievement

To increase student achievement, the focus at Gustine Middle School will continue to be student engagement/involvement, academic language, and EL strategies. RCD training and roll-out to all staff and across all disciplines will continue. All teachers will be properly trained in PLC and have adequate time to meet as colleagues to collaborate best practices and discuss academic trends and challenges.

Parental Involvement

14. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

Teachers offer tutoring to all students if requested, in class AVID tutorials also conducted twice weekly.

15. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning,

implementation, and evaluation of Con App programs (5 *California Code of Regulations* 3932)

Gustine Middle School Site Council meets quarterly or more if necessary. The council is made up of parents, teachers, school staff, community members, and the principal. At each meeting, student progress is discussed; concerns and questions are addressed. The review process is most active in the spring and fall when data is reviewed and the plan is revised to address student achievement.

16. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)
 - Please see the attached GMS Budget Summary
17. Fiscal support (EPC)
 - Please see the attached GMS Budget Summary

Form A: Planned Improvements in Student Performance

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

LEA GOAL: Goal 1: Gustine Unified School District will provide all students with a comprehensive educational experience, the delivery of high quality instruction through professional staff development and the training and recruitment of quality teachers, and exposure to rigorous and relevant curriculum to be college and career ready.
 Gustine Unified School district will develop and enhance quality instructional programs, through professional development and recruitment of quality teachers to increase student achievement and prepare students to be college and career ready.
SCHOOL GOAL: By May, 2017 all GMS students will demonstrate an improvement in their CAASPP ELA scores with an overall 5% improvement in the number of students *meeting expectations*, and a 0.25% improvement in the number of students *exceeding expectations*.

What data did you use to form this goal?	What were the findings from the analysis of this data?	How will the school evaluate the progress of this goal?
CAASPP Data: 2014-2015 CELDT Data: 2014-2015 and 2015-2016 Reclassification Data: 2014-2015 and 2015-2016	The CAASPP data for ELA represents a first-year foundation. Based on our current performance levels we recognize a continued need for powerful first instruction, and targeted ELA intervention.	Based on performance indicators, GMS staff will build and implement an Open/Closed RTI system to support classroom instruction and help to guarantee high levels of learning for all students. Collaborative teams will analyze collected formative data to help make programmatic and instructional decisions. The Open/Closed RTI system will be fluid in nature. Students will be able to transition between support classes as their ongoing needs indicate that movement is necessary. Where can a budget plan of the proposed expenditures for this goal be found? GMS Budget Summary (Concentration and Supplemental Funds, Title 1)

STRATEGY: During the 2016-2017 school year, GMS will expand continue its core-replacement reading program (using READ 180), offer a targeted intervention period, and provide necessary professional development training for all ELA teachers so they are equipped to provide powerful classroom instruction, while using the data collected via common formative assessments to guide daily instruction.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>1. (On April 25, 2016)</p> <p>All GMS staff members had an opportunity to attend professional development surrounding “the Art and Science of teaching.” This PD centers on powerful first instruction, and maximizing productive use of instructional time.</p>	All GMS Staff	Begin a year-long PD sequence that will guide our site level instructional dialogue. Teachers will use the information gathered in order to continue to roll-out and systemize GMS’ PLC process. This PD is not content specific. Rather, it addresses the universally broad issues surrounding classroom pedagogy.	District office expenditure.
<p>2. (By June 1, 2017)</p> <p>We will continue implementing a supplemental reading program that monitors students’ ongoing progress and tracks their independent reading levels.</p>	Principal, ELA Teachers	Continue using the Accelerated Reader (AR) program to establish baseline independent reading levels (IRLs) and track students’ progress throughout the school year in terms of passage rates for AR tests.	\$5,500 to fund the annual AR license renewal fee. (LCFF/Title 1).
<p>3. (By October 28, 2016; December 16, 2016; & By March 31, 2017)</p> <p>Students will CAASPP Interim Assessments (3 times throughout the school year— End of Q1, Q2, Q3) to offer ongoing formative performance indicators.</p> <p>Students will take ongoing formative assessments (i.e., Illuminate assessments, exit tickets, writing assignments,</p>	ELA Teachers	<p>These first round of testing will yield initial performance data for teachers. Teachers will then analyze these data to better understand where students’ current performance levels are, and develop focused instruction that aligns with the Common Core State Standards as well as immediate and formative responses to intervention.</p> <p>The two follow-up midyear assessments will offer teachers a “snapshot” of where students are performing, and present an opportunity for teachers to adjust their instruction as needed in order to best suit students’ needs.</p>	LCFF/LCAP

<p>etc.) so teachers can monitor ongoing progress and adjust instructional pedagogies to help ensure all students are learning at high levels.</p>			
<p>4. (By June 30, 2017) All ELA teachers will have attended a PLC institute We will begin sending select ELA Teachers to an RTI institute as part of ongoing professional development.</p>	<p>ELA Teachers</p>	<p>Each teacher will attend focused PD workshops while attending the PLC institute. These workshops will help to improve the broad school culture of GMS, and build a foundation to improve overall instruction, by focusing our efforts on powerful first instruction, ownership of all students' collective performance, and building a system for intervention that is based on a growth model for all students.</p>	<p>LCFF/LCAP (Travel and conference and/or professional development funds will be used to support this initiative) Actual dollars available are presented in the budget summary.</p>

Please duplicate this form as necessary for additional goals, strategies, or actions steps the school may have.

Form A: Planned Improvements in Student Performance

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

LEA GOAL: Goal 1: Gustine Unified School District will provide all students with a comprehensive educational experience, the delivery of high quality instruction through professional staff development and the training and recruitment of quality teachers, and exposure to rigorous and relevant curriculum to be college and career ready.
 Gustine Unified School district will develop and enhance quality instructional programs, through professional development and recruitment of quality teachers to increase student achievement and prepare students to be college and career ready.
SCHOOL GOAL: By May, 2017 all GMS students will demonstrate an improvement in their CAASPP Math scores with an overall 5% improvement in the number of students *meeting expectations*, and a 0.25% improvement in the number of students *exceeding expectations*.

<p>What data did you use to form this goal?</p> <p>CAASPP Data: 2014-2015</p>	<p>What were the findings from the analysis of this data?</p> <p>The 2014-2015 CAASPP Data provided a foundational score in broad terms of GMS students' current performance levels on standardized common core mathematics. We will use these data, along with ongoing formative data (i.e., exit tickets, common formative assessments, CAASPP Interim Assessments, Illuminate Benchmark Assessments) to influence and help guide our ongoing daily instruction.</p>	<p>How will the school evaluate the progress of this goal?</p> <p>Based on performance indicators, GMS staff will build and implement an Open/Closed RTI system to support classroom instruction and help to guarantee high levels of learning for all students. Collaborative teams will analyze collected formative data to help make programmatic and instructional decisions. The Open/Closed RTI system will be fluid in nature. Students will be able to transition between support classes as their ongoing needs indicate that movement is necessary.</p> <p>Where can a budget plan of the proposed expenditures for this goal be found? GMS Budget Summary (Concentration and Supplemental Funds, Title 1)</p>
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STRATEGY: During the 2016-2017 school year, every students at GMS will have access to ST Math. This is a supplemental online program intended to provide strategic support for all students to improve their mathematics reasoning skills. Also, Eureka Math, GMS is able to provide CCSS mathematics instruction for all children. In terms of offering deeper intervention, GMS is planning to purchase 72 Math 180 licenses, along with the hosting services. This intervention program will be offered as a closed course during our strategic support period to supplement core mathematics instruction.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>1. (By October 31, 2016)</p> <p>Eureka math unit frameworks will be identified and prioritized along the lines of CCSS priority standards. Thus, allowing math teachers to create common formative assessments.</p>	Principal, Math Teachers	<p>By August 31, 2016 GMS math teachers will backwards map a broad scope and sequence of necessary skills that all students must master in order to meet state performance expectations.</p> <p>By September 30, 2016 GMS math teachers will vertically align performance skills that cross grade levels, in order to focus and prioritize our ongoing instruction.</p> <p>By October 31, 2016 GMS math teachers will implement the first round of common formative assessments. These assessments will align grade level instruction with certain skills area acquisition that crosses grade levels.</p>	Core Curriculum to be paid out of General Fund (LCFF/LCAP)
<p>2. (By September 30, 2016)</p> <p>Get all Math teachers trained on how to use the Math 180 program for ongoing supplemental implementation in the strategic support and regular education classroom.</p>	Principal, Math Teachers	<p>By August 31, 2016 All GMS math teachers will collaborate to discuss and identify how Math 180 will support core mathematics instruction</p> <p>By September 30, 2016: All GMS math teachers will be trained on how to use the new math program and align it with our current math frameworks.</p>	\$2,950.00 for professional development (Up to 20 participants; 3-days of training). This cost is included in the purchasing quote.

<p>3. (By September 30, 2015)</p> <p>Get any new teachers trained on ST Math. All current GMS employees have been trained.</p>	<p>Principal, New Certificated Teachers</p>	<p>By September 30, 2015: All newly hired GMS teachers will be trained on how to use the ST Math supplemental support program.</p>	<p>Title 1: \$600 for professional development (3 participants, 2 days, 4 hours per day at \$25.00 per hour). (Title 1)</p>
<p>4. (By December 31, 2015)</p> <p>We purchased ST Math in January 2015 for twelve calendar months.</p>	<p>Principal</p>	<p>We purchased ST Math in January 2015 for twelve calendar months. We will renew this license before the twelve month period expires.</p>	<p>\$3,500.00 for licensing renewals. (Title 1)</p>
<p>5. (By October 31, 2015 & By February 15, 2016)</p> <p>Students will take Illuminate Benchmark Assessments. This will give a baseline score.</p> <p>Students will then take Illuminate Benchmark Assessments During 3rd Quarter.</p>	<p>Math Teachers</p>	<p>These first round of testing will yield initial performance data for teachers. Teachers will then analyze these data to better understand where students' current performance levels are, and develop focused instruction that aligns with the Common Core State Standards and GMS' RCD units of study.</p> <p>The midyear assessments will offer teachers a "snapshot" of where students are performing, and present an opportunity for teachers to adjust their instruction as needed in order to best suit students' needs.</p>	<p>LCFF/LCAP</p>

<p>6. (By May 31, 2016)</p> <p>Students will take a third round of Illuminate Benchmark Assessments. We will measure this score to the initial baseline score to compare formative performance data.</p>	<p>Math Teachers</p>	<p>This final round of formative assessments will be compared to those data yielded during the first round of testing. We will use comparison analysis to determine whether or not all students have achieved the stated goal of 10% improvement. Further, during the data analysis phase, we will be able to determine whether or not any statistically significant sub-groups are not making adequate progress towards stated goals.</p>	<p>LCFF/LCAP</p>
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Please duplicate this form as necessary for additional goals, strategies, or actions steps the school may have.

Form A: Planned Improvements in Student Performance

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index and adequate yearly progress growth targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

LEA GOAL: Goal 1: Gustine Unified School District will provide all students with a comprehensive educational experience, the delivery of high quality instruction through professional staff development and the training and recruitment of quality teachers, and exposure to rigorous and relevant curriculum to be college and career ready.
 Gustine Unified School district will develop and enhance quality instructional programs, through professional development and recruitment of quality teachers to increase student achievement and prepare students to be college and career ready.

SCHOOL GOAL: By May 2017 GMS will increase the number of ELD students eligible for reclassification by 10%, and for those students who do not reclassify—each student will improve his/her overall CELDT score by a minimum one (1) level.

<p>What data did you use to form this goal?</p> <p>CELDT Data 2013-2015</p>	<p>What were the findings from the analysis of this data?</p> <p>Our CELDT data indicates that historically GMS' concentration of EL students is at the intermediate level. Further, GMS has experienced a trend that long-term EL students remain at the intermediate level, and are not reclassifying within the generalized seven year timeframe.</p> <p>During the 2015-2016 school year, GMS reclassified 20 students. This marked increase in the number of students eligible for reclassification is correlated to the implementation of a strategic support zero period. During this time, EL students received designated instructional time.</p>	<p>How will the school evaluate the progress of this goal?</p> <p>GMS will evaluate the progress our EL student population is making by reviewing the 2016 CELDT results, and making initial student reclassifications. Along with that, students who are conditionally eligible for reclassification, may be reclassified at the end of the school year. The GMS EL Coordinator, English teachers, and GMS administration will review ongoing benchmark data, current classroom progress, and make a final determination as to whether conditionally eligible students should be reclassified as R-FEP.</p> <p>Where can a budget plan of the proposed expenditures for this goal be found? GMS Budget Summary (Concentration and Supplemental Funds, Title 1, and Title 3)</p>
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STRATEGY: During the 2015-2016 school year GMS will offer a designated strategic support time for all students. Students identified as English Learners (ELs) will attend strategic support for ELD. EL instruction will align to GMS' newly adopted ELA content areas. Thus EL designated support time, will focus primarily on language acquisition in conjunction with ELA content area curriculum. This is the converse to the expectation for EL support instruction during integrated (universal access) time. During this supplemental instructional period (which crosses curricular content areas) the primary focus will be content mastery, with a secondary focus of English language acquisition within the general classroom

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>1. (By September 30, 2016)</p> <p>All teachers who provide designated EL instruction will attend a training facilitated by Alma De Luna (MCOE). This training will help focus our direct EL instruction</p>	<p>EL Teachers, Alma De Luna (MCOE)</p>	<p>Teachers will attend a training workshop intended to provide direct language acquisition instruction for EL students during strategic support (designated) instructional time.</p>	<p>\$1,400.00 for professional development (5 participants, 2 days, 6 hours at \$25.00 per hour) (LCFF/LCAP/Title III)</p>
<p>2. (2016-2017 school year)</p> <p>GMS will employ a part-time Bilingual Community Liaison.</p>	<p>Principal, Lucerito Gomez (2016-2017) Bilingual Community Liaison</p>	<p>This person is responsible for maintaining an ongoing communication between GMS and members of our community who do not speak English. Further, this person helps to schedule meetings with parents, attends ELAC/DELAC meetings, and assists with gathering parent feedback and community outreach.</p>	<p>\$10,800.00 (1 employee, not to exceed \$15.00 per hour, 4 hours per day, 180 working days). (Title 1 & Title III)</p>
<p>3. (By May 30, 2016)</p> <p>EL Instructors will receive a small supply budget to purchase instructional support materials</p>	<p>Principal, ELD teachers</p>	<p>These instructional supplies will help to create a "language rich" classroom. The goal for creating this type of space is to both offer students access to academic English language as well as to encourage students to read, write, speak and comprehend the English language within a specific content area. The ELD teachers and the principal will work together to create a prioritized list of specific supplies that are expected to be purchased, specifically to be used during ELD instruction.</p>	<p>\$1,250.00 for classroom supplies (5 teachers at \$250.00) per teacher. (Title I, Title III, LCFF)</p>

<p>4. (2016-2017 school year)</p> <p>All GMS teachers will receive PD training that will provide strategies for best instructional strategies to support EL students instructional needs during integrated (universal access) time..</p>	<p>Principal, All GMS Teachers, Alma De Luna (MCOE)</p>	<p>This PD is intended to support all GMS teachers continue to strengthen their ongoing classroom instruction. The fundamental goal for this training is to highlight and then support EL students' ongoing need for language acquisition within the broad context of a general and/or special educational instructional environment.</p>	<p>\$3,000.00 for professional development. One Wednesday afternoon (minimum day). This cost is to cover Mrs. De Luna's costs to come to GMS and provide training.</p>
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Please duplicate this form as necessary for additional goals, strategies, or actions steps the school may have.

Form A; Non-Academic Goal #1

LEA GOAL: *All students will be educated in learning environments that are safe, drug-free, and conducive to learning.*

SCHOOL GOAL: *By May 2017, the overall number of student suspensions will decrease by 10%, because the frequency of behavior infractions where suspension is warranted will likewise decrease.*

<p>What data did you use to form this goal?</p> <ul style="list-style-type: none"> ▪ 2012-2016 CDE data regarding total discipline infractions and suspension rates. 	<p>What were the findings from the analysis of this data?</p> <ul style="list-style-type: none"> ▪ During 2012-2013 GMS reported to the state a total of 48 student discipline infractions that resulted in suspension from school, and 0 student discipline infractions that resulted in expulsion from school (During this school year, GMS only served 7th and 8th grade students). ▪ During 2013-2014 GMS reported to the state a total of 76 student discipline infractions that resulted in suspension from school, and 2 student discipline infractions that resulted in expulsion from school. ▪ During 2014-2015 GMS reported to the state a total of 58 student discipline infractions that resulted in suspension from school, and 3 student discipline infractions that resulted in expulsion from school. ▪ 	<p>How will the school evaluate the progress of this goal?</p> <ul style="list-style-type: none"> ▪ Monthly: I will conduct a monthly trend analysis from 2014-2015 to determine what months had the highest numbers of student suspensions. ▪ Quarterly: I will review suspension rates for each academic quarter, and compare the rates in 2015-2016 to those in 2014-2015. We will adjust our current practices as needed to provide students with the necessary tools intended to reduce disciplinary infractions that would ordinarily result in suspension from school. ▪ Annually: In June 2016 I will compare our overall suspension/expulsion rates with those from 2014-2015. Based on our comparison data, we will understand the levels of effectiveness our behavior intervention programs are having on students' conduct.
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STRATEGIES: During the 2015-2016 school year, GMS will implement the “No Bully” program, which is currently being used at both GUSD elementary schools. Also, we will introduce “Rachel’s Challenge.” This program is intended to create an inclusive community and culture. Third, GMS is looking to vastly expand its ASB/leadership program, in order to offer more school-wide rallies, assemblies, activities, etc. to entice students to make better behavior choices. Finally, the GMS leadership team plans to reconsider our school wide mission, vision, values, and goals in order to “re-brand” this school as an inclusive space for all children to feel valued and thrive.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>1. (By December 16, 2016)</p> <p>We will continue to implement Rachel’s Challenge. This program is intended to help us build a school culture based on inclusivity. Students will learn to embrace the school and their fellow students in order to sustain a safe and welcoming environment where all people feel valued.</p>	<p>Principal, GMS Counselor, ASB Coordinator, WEB Coordinator, Site Leadership Team</p>	<ul style="list-style-type: none"> ▪ We will conduct the initial student assembly in order to call attention to students about the importance of treating others with kindness and respect, and introduce Rachel’s Challenge to students (before December 16, 2016). ▪ We will hold a community forum for parents as well. The goal in doing this is to inform our community stakeholders that creating a lasting shift in our school culture and building a welcoming space where all students feel a sense of belonging is a priority (before December 16, 2016). ▪ To sustain this program over time, we will incorporate Rachel’s Challenge’s message into our larger school culture initiative, we will align the Rachel’s Challenge program with GMS’ PLC agenda as well as leadership focus. ▪ We intend to brand GMS as “Braves Territory.” A central focus of GMS’ ongoing commitment to student success centers on creating a safe and healthy space where all children feel welcomed and empowered to thrive. 	<p>\$ 6,500.00 (Supplemental Concentration) LCFF/LCAP</p>
<p>2. (By September 30, 2016)</p> <p>GMS teachers, counselors, and administrators will continue to implement the tenets of “No Bully” into our daily routine.</p>	<p>Principal, GMS Counselor, ASB Coordinator, WEB Coordinator, Site Leadership Team</p>	<ul style="list-style-type: none"> ▪ Teachers have been trained to incorporate the “No Bully” program here at GMS. 	<p>LCFF/LCAP (Minimal if any fiscal impact. A small amount of materials may be purchased. Not to exceed \$1,000.00. To be paid out of the LCFF supply budget).</p>

<p>3. (By August 30, 2016)</p> <p>We will continue the Where Everyone Belongs (WEB) approach to helping students identify with GMS.</p> <p>(By December 16, 2016)</p> <p>GMS' ASB and leadership students will expand the numbers of and frequency with which we offer students enrichment activities. These activities will be both academic as well as social in nature.</p>	<p>Principal, GMS Counselor, ASB Coordinator, WEB Coordinator, Site Leadership Team</p>	<ul style="list-style-type: none"> ▪ At the August 3, 2016 round-up, current GMS students will welcome and begin to develop rapport with our incoming 6th grade students. WEB is a student support program to help students feel welcome and part of our larger community. We will celebrate GMS and promote what is working well at our school. WEB is similar in nature and function to a high school "link crew." ▪ By September 30, 2016 GMS will renew our registration with the California Association of Directors of Activities (CADA). ▪ ASB and leadership will hold a variety of student activities to promote GMS pride. These activities will include rallies, class competitions, rewards activities, increased dances, and a "Braves Country." ▪ In March 2017, the WEB coordinator and the ASB advisor will attend the CADA conference. The purpose is the gain tools and knowledge to be brought back here to GMS for implementation with students. 	<p>LCFF/LCAP</p>
<p>4. (By May 31, 2017)</p> <p>GMS' site leadership team will meet to discuss the current state of operations for GMS. In particular, we will discuss where we think GMS currently performs, both academically and socially. Also, we will discuss what our desired goals are and how best to achieve those goals. We will use the information gathered during these meetings to begin revising our mission, vision, values, and goals to the GUSD LCAP and GMS' single plan.</p>	<p>GMS Site Leadership Team</p>	<ul style="list-style-type: none"> ▪ We will continue to transform our school into a site PLC. The goal is to gather broad information from a variety of stakeholders to revamp and redefine our school's mission. ▪ This is an involved and slow-moving process. By October 31, 2016 we will collect survey data from GMS employees, which will help us develop an informed mission. ▪ Further by October 31, 2016 we will collect survey data from parents/community stakeholders, which will allow the GMS site leadership team an opportunity to include community feedback into our mission statement draft. ▪ By May 31, 2017 we will draft and have approved by the GUSD board of trustees our revised GMS mission statement. This mission will lay the foundation for how GMS aligns its visionary philosophy, values for the community, and student instructional and social goals. 	<p>LCFF/LCAP</p>

Please duplicate this form as necessary for additional goals, activities, or strategies the school may have.

Form A; Non-Academic Goal #2

LEA GOAL: *All students will be educated in learning environments that are safe, drug-free, and conducive to learning.*

SCHOOL GOAL: *By May 2017, GMS will experience an overall increase in total ADA by 1.5%, by enhancing students' positive school experiences.*

<p>What data did you use to form this goal?</p> <ul style="list-style-type: none"> ▪ Monthly attendance printouts from the 2015-2016 school year. ▪ Monthly attendance printouts from 2013-2015. We are comparing our current enrollment numbers from 2014-2015 with those of 2013-2014. 	<p>What were the findings from the analysis of this data?</p> <ul style="list-style-type: none"> ▪ During the 2013-2014 school year, GMS' overall attendance rating was 95.23%. ▪ Compared to the current overall attendance rates in 2014-2015, GMS' overall attendance rate is 94.32%. ▪ Compared to the current overall attendance rates in 2015-2016, GMS' overall attendance rate is 95.45%. ▪ The current LEA goal for overall attendance rates is 96%. If GMS' overall attendance rates increase by 1.5% we would be at approximately 96.95%. Meeting and/or exceeding this goal will ensure that GMS exceeds the LEA attendance goal of 96%. 	<p>How will the school evaluate the progress of this goal?</p> <ul style="list-style-type: none"> ▪ We will pay close attention to which months specifically have the lowest attendance rates, and target student activities during these times to help entice students to attend school whenever possible. ▪ Specifically GMS will take steps to identify students with chronic absenteeism (this is defined as having been absent 10% or more of the school year). We will use a rewards/recognition system to encourage students to want to attend school. This system will correlate with our ASB initiatives to improve the larger school culture.
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STRATEGIES: *We will continue the **Where Everyone Belongs (WEB)** program at GMS. This will help to encourage a school environment of inclusion. Further we will host a variety of student centered activities that are intended to help portray the school as both fun and rigorous. A series of collective and individual rewards and recognition will be used to encourage great attendance at school.*

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>1. (By September 30, 2016)</p> <p>We will begin to implement a school wide attendance improvement campaign: <i>When you miss a day...you miss a lot!</i></p>	GMS Staff	<ul style="list-style-type: none"> ▪ By June 2, 2017 GMS will increase the number and frequency of student enrichment activities. This will include providing more assemblies for students, more rallies, class competitions etc. ▪ By September 30, 2016 we will continue GMS' class attendance competition. Further this competition will be expanded school wide. Students with the best attendance will earn reward incentives (both individual and group). Also, classroom teachers with the best class period attendance for the month will earn a reward incentive. 	<p>\$1,000.00 (to buy rewards for students) (Lottery Fund/LCFF/LCAP)</p>

Please duplicate this form as necessary for additional goals, activities, or strategies the school may have.

Form A; Parental Outreach

LEA GOAL: Gustine Unified School District will work together with parents, families, and the community to create partnerships that enhance student achievement necessary to become successful members of society.

SCHOOL GOAL: By May 2017, parents of Limited-English-Proficient students will have increased representation in all areas of community outreach.

<p>What data did you use to form this goal?</p> <ul style="list-style-type: none"> ▪ Title 1 Needs Assessment 	<p>What were the findings from the analysis of this data?</p> <ul style="list-style-type: none"> ▪ GMS had very few surveys returned. Approximately 25 percent of the GMS student population are EL students. There was a disproportionately low participation rate in the needs assessment survey by parents of EL students. 	<p>How will the school evaluate the progress of this goal?</p> <ul style="list-style-type: none"> ▪ We will conduct a monthly, quarterly, and annually document analysis to determine whether there is a representative sample of parents of EL students participating in GMS' various committees.
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STRATEGIES: We will conduct a parental needs assessment, hold quarterly "Town Hall" style meetings to entice parents of EL students to come to GMS and take on a more active role within the school, and actively encourage parents of EL students to participate in school events.

Action/Date	Person(s) Responsible	Task/Date	Cost and Funding Source (Itemize for Each Source)
<p>2. (By June 2, 2017)</p> <p>We will actively seek out willing parent participants of EL students to become members of various school committees.</p>	<p>GMS Staff</p>	<ul style="list-style-type: none"> ▪ By June 2, 2017 GMS will increase the representative participation of parents of EL students at school functions and activities. ▪ We will improve our ongoing correspondence and take the feedback provided by parents to determine new and more effective ways of encouraging parents of EL students to become active members of the GMS community. 	<p>\$1,000.00 (to fund child care opportunities and children's activities during committee meetings). (Lottery Fund/LCFF/LCAP)</p>

Please duplicate this form as necessary for additional goals, activities, or strategies the school may have.

Form C: Programs Included in this Plan

Check the box for each state and federal program in which the school participates. Enter the amounts allocated for each program in which the school participates and, if applicable, check the box indicating that the program's funds are being consolidated as part of operating a schoolwide program (SWP). The plan must describe the activities to be conducted at the school for each of the state and federal programs in which the school participates. The totals on these pages should match the cost estimates in Form A and the school's allocation from the ConApp.

Note: For many of the funding sources listed below, school districts may be exercising Categorical Program Provisions options (flexibility), which are described at <http://www.cde.ca.gov/fg/aa/co/ca12squiappcatprog.asp>.

Of the four following options, please select the one that describes this school site:

- This site operates as a targeted assistance school (TAS), not as a schoolwide program (SWP).
- This site operates a SWP but does not consolidate its funds as part of operating a SWP.
- This site operates a SWP and consolidates only applicable federal funds as part of operating a SWP.
- This site operates a SWP and consolidates all applicable funds as part of operating a SWP.

State Programs	Allocation	Consolidated in the SWP
<input checked="" type="checkbox"/> Local Control Funding Formula (LCFF) – Base Grant Purpose: To provide flexibility in the use of state and local funds by LEAs and schools	\$ 162,271	<input checked="" type="checkbox"/>
Total amount of state categorical funds allocated to this school	\$ 162,271	
Federal Programs	Allocation	Consolidated in the SWP
<input checked="" type="checkbox"/> Title I, Part A: Allocation Purpose: To improve basic programs operated by local educational agencies (LEAs)	\$ 142,544	<input checked="" type="checkbox"/>

<input checked="" type="checkbox"/> Title I, Part A: Parental Involvement (if applicable under Section 1118[a][3][c] of the Elementary and Secondary Education Act) Purpose: Ensure that parents have information they need to make well-informed choices for their children, more effectively share responsibility with their children's schools, and help schools develop effective and successful academic programs (this is a reservation from the total Title I, Part A allocation).	\$ 1,000		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> For Program Improvement Schools only: Title I, Part A Program Improvement (PI) Professional Development (10 percent minimum reservation from the Title I, Part A reservation for schools in PI Year 1 and 2)	\$ 20,000		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Title III, Part A: Language Instruction for Limited-English-Proficient (LEP) Students Purpose: Supplement language instruction to help LEP students attain English proficiency and meet academic performance standards	\$ 8,970	Title III funds may not be consolidated as part of a SWP ¹	
Total amount of federal categorical funds allocated to this school		\$ 151,514	
Total amount of state and federal categorical funds allocated to this school		\$ 318,785	

Note: Other Title I-supported activities that are not shown on this page may be included in the SPSA Action Plan.

¹ Title III funds are not a school level allocation even if allocated by the district to a school site. The LEA is responsible for fiscal reporting and monitoring and cannot delegate their authority to a site at which the program is being implemented. If Title III funds are spent at a school site, they must be used for the purposes of Title III and only for those students the LEA has identified for services. For more information please contact the Language Policy and Leadership Office at 916-319-0845.

Form D: School Site Council Membership

California *Education Code* describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school.² The current make-up of the SSC is as follows:

Names of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Michael Bunch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rhonda Beevers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marisol Pena	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rochelle Cotta	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Julie Anderson	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kim Medeiros (TOSA-Presenting GUSD LCAP)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Denise Moitozo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yesenia Morales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Iancarlo Morales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Angelica Curtis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Numbers of members in each category	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

² EC Section 52852

Form E: Recommendations and Assurances

The school site council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply)**:

- State Compensatory Education Advisory Committee _____ Signature
- English Learner Advisory Committee Juul Anderson Signature
- Special Education Advisory Committee Pamela Creamer Perry Signature
- Gifted and Talented Education Advisory Committee _____ Signature
- District/School Liaison Team for schools in Program Improvement _____ Signature
- Compensatory Education Advisory Committee _____ Signature
- Departmental Advisory Committee (secondary) _____ Signature
- Other committees established by the school or district (list) Site Leadership Team Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on: May 18, 2015.

Attested:

Michael Bunch
Typed name of School Principal

[Signature] E.D. 5/18/16
Signature of School Principal Date

Rhonda Beevers
Typed name of SSC Chairperson

[Signature]
Signature of SSC Chairperson 5-18-16
Date

2016-2017 Title I Needs Assessment / Parent Survey

Dear Parents and Guardians:

Please take a few minutes to answer the following survey about your child's school and parent involvement activities. The partnership between parents and schools can be a powerful influence on students' educational success. This survey will assist the site in planning parent activities of interest to you and at times that are convenient for your family.

Site: Gustine Middle School

How many of your children attend this school?

My child(ren) are in Grade(s)

The primary language spoken in the home is

6th, 7th, 8th

English Spanish Other

Other Language is/are _____

Answer the following statements by circling:

Y = Yes - I agree N = No - I disagree U = Answer Unknown

	Yes	No	Unknown
1. Administrators show respect and appreciation for parents.	Y	N	U
2. The school meets my child's academic needs.	Y	N	U
3. Teachers assist my child to achieve a high level of learning.	Y	N	U
4. Teachers have high expectations for all students.	Y	N	U
5. Teachers respond to parents' phone calls, notes, and are available to meet with parents.	Y	N	U
6. Teachers offer suggestions to parents on how to help students complete homework and / or study.	Y	N	U
7. I have received flyers, Connect Ed. Messages or phone calls about activities at school.	Y	N	U
8. There have been various activities for parents focused on student learning. (Ex. Honor Roll/Scholarship, Renaissance, Math Nights, Latino Family Literacy, etc.)	Y	N	U
9. I have participated in one or more programs offered at my child's school. (Ex. Honor Roll/Scholarship, Renaissance, Math Nights, Latino Family Literacy, etc.).	Y	N	U
10. I have attended Back to School Night and conferences this year.	Y	N	U
11. The school provides parents with opportunities to volunteer. (Ex. PTC, SSC, ELAC,,classroom, playground, etc.)	Y	N	U

12. I volunteer at my child's school on a regular basis.
 (Ex. PTC, SSC, ELAC, classroom, playground, etc.)

Y N U

OVER

Yes No Unknown

13. I have had opportunities to speak to my child's teachers at
 Back to School Night, conferences, and through phone calls.

Y N U

14. The office staff at my child's school is helpful and makes
 me feel welcome.

Y N U

I would be interested in attending sessions on the following subjects:

15. Literacy Programs

Y N

16. Organization Workshop

Y N

17. Math Programs / Games

Y N

18. Homework Help

Y N

19. Book Studies (parent & child)

Y N

20. Parent Information Sessions

Y N

21. Parenting Skills Groups

Y N

22. Speaker Evenings

Y N

23. Parent Breakfast

Y N

I would be able to participate in programs at my child's school at the following times:

24. Before School

Y N

25. During School

Y N

26. After School

Y N

27. Evenings

Y N

Parent Involvement Suggestions or Comments: _____

***Thank you for completing this survey.
 Please return to your child's teacher by***
 _____.

**For questions or concerns regarding this survey, please contact the school
 at _____.** Thank you.

Encuesta para los Padres/Necesidades de Evaluación de Título I 2016-2017

Estimados padres y tutores:

Por favor tómese unos minutos para responder la siguiente encuesta sobre la escuela de su hijo y las actividades de participación de los padres. La colaboración entre los padres y las escuelas puede ser una poderosa influencia en el éxito educativo de los estudiantes. Esta encuesta ayudará al sitio en la planificación de actividades de los padres de su interés y en horarios que sean convenientes para su familia.

Primaria: Gustine Middle School

Señale

Cuantos de sus hijos asisten a esta primaria _____

Mis hijo(s) están en los grado(s) _____

El idioma principal en el hogar _____

6, 7, 8

Inglés, Español
otra lengua _____

Conteste las siguientes preguntas y ponga un círculo

Y = Si – Estoy de acuerdo N = No – No estoy de acuerdo U = No se la respuesta

	SI	No	No se la respuesta
1. El administrador muestra respeto y aprecio hacia los padres	Y	N	U
2. La escuela cumple con las necesidades académicas de mi estudiante	Y	N	U
3. Las maestras ayudan a mi hijo a alcanzar su nivel de aprendizaje	Y	N	U
4. Las maestras tienen altas expectativas para todos los estudiantes	Y	N	U
5. Las maestras responden a las llamadas telefónicas de los padres, notas y están disponibles para reunirse con los padres.	Y	N	U
6. Las maestras ofrecen sugerencias a los padres sobre cómo ayudar a los estudiantes a completar las tareas y/o estudio.	Y	N	U
7. He recibido volantes, Connect Ed. Los mensajes o llamadas telefónicas acerca de las actividades en la escuela.	Y	N	U
8. Han habido diversas actividades para los padres enfocadas en el aprendizaje de su estudiante (Mención honorífica/becas, asambleas, noches de matemáticas, Latino Family Literacy, etc.)	Y	N	U
9. He participado en uno o más programas que se ofrecen en la escuela de mi estudiante (Mención honorífica/becas, asambleas, noches de matemáticas, Latino Family Literacy,	Y	N	U

- etc.)
- | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|
| 10. He asistido a la Noche de Regreso a la escuela y conferencias este año. | Y | N | U |
| 11. La escuela ofrece a los padres oportunidades para ser voluntario Club de padres, consejo escolar, ELAC, en el salón, en el recreo, etc.) | Y | N | U |
| 12. Soy voluntario en la escuela de mi hijo en una base regular (Club de padres, consejo escolar, ELAC, en el salón, en el recreo, etc.) | Y | N | U |
| 13. He tenido la oportunidad de hablar con los maestros de mi hijo en
Noche de Regreso a la Escuela , conferencias , y por medio de
Llamadas telefónicas. | Y | N | U |
| 14. El personal de la oficina de la escuela de mi hijo es útil y hace que me sienta bienvenida. | Y | N | U |
- Estaría interesado en asistir a sesiones sobre los siguientes temas:
- | | | |
|--------------------------------------------------------|---|---|
| 15. Programas de educación | Y | N |
| 16. Talleres de organización | Y | N |
| 17. Programas de matemáticas/ juegos | Y | N |
| 18. Ayuda con la tarea | Y | N |
| 19. Lectura de libros (Padre e hijo) | Y | N |
| 20. Sesiones de información para los padres | Y | N |
| 21. Grupos de crianza para los padres | Y | N |
| 22. Noches con diferentes invitados para exponer temas | Y | N |
| 23. Desayunos para los padres | Y | N |
- Me gustaría poder participar en los programas de la escuela de mi hijo en el siguiente horario:
- | | | |
|-------------------------|---|---|
| 24. Antes de la escuela | Y | N |
| 25. Durante la escuela | Y | N |
| 26. Después de clases | Y | N |
| 27. En las tardes | Y | N |

Sugerencias para la participación de los padres: _____

GRACIAS POR COMPLETAR ESTE QUESTIONARIO.

Por favor regréselo a la maestra de su estudiante el
VIERNES 28 DE AGOSTO, 2015

Si tiene preguntas acerca de este cuestionario, por favor llame a la oficina de la escuela al 854-5030.

Form G: Single Plan for Student Achievement Annual Evaluation

Pursuant to California *Education Code* Section 64001(g), the School Site Council (SSC) must evaluate at least annually the effectiveness of planned activities. In the cycle of continuous improvement of student performance, evaluation of the results of goals will provide data to inform and guide subsequent plans.

Annual evaluation by the SSC and local educational agency (LEA) is a critical part of the continuous cycle of improvement for a school. Furthermore, it is an integral component of the Compensatory Education (CE) Federal Program Monitoring (FPM) review process for Single Plan for Student Achievements (SPSAs). During an FPM review, the SSC and LEA must be able to provide evidence of the evaluation process to determine if the needs of students are being met by the strategies described in the SPSA.

The SPSA annual evaluation may be a summary description of the school's progress toward implementation of the strategies and actions in the SPSA. The report may also include a data analysis of the school's progress towards its student achievement goals based on local, state, or national assessment data.

During the evaluation process, it is important for the SSC and LEA to exercise caution about jumping to conclusions about the effectiveness or non-effectiveness of specific activities and programs without examining the underlying causes. The SSC and LEA should consider all relevant factors when evaluating the plan, such as the degree of implementation, student enrollment changes, and health and safety issues.

Plan Priorities

- Identify the top priorities of the current SPSA.
- **The top priorities stated in this single plan seek to improve performance outcomes for all students in ELA and Math during the 2016-2017 school year, improve our reclassification rates for ELD students at GMS, and improve the overall school culture and climate. We will accomplish these goals by creating a safe and welcoming school environment where students feel connected to GMS. Students will be expected to perform at the highest levels of rigor, based on individual ability levels. Further teachers will be held to the highest standards of professionalism in achieving these stated priorities.**
- Identify the major expenditures supporting these priorities.
 - \$30,000—to support Professional Development for Teachers/Staff
 - \$14,000—to fund a READ 180 aide
 - \$5,000—READ 180 license renewal
 - \$5,500—Accelerated Reader license renewal
 - \$5,000—Edmentum/Plato license renewal.
 - \$37,000—to purchase Math 180 licenses and software agreement
 - \$17,000—Outdoor education. This expenditure will help to guarantee participant access to all GMS 6th grade students.

- \$10,000—to fund GMS' bilingual community liaison
- \$6,500—to fund Rachel's Challenge
- \$24,000—to replace aging computers/technology
- \$2,000—for parent outreach and involvement
- \$1,000—Where Everyone Belongs (WEB)
- \$40,000—Payroll and Benefits
- \$2,000—Academic Pentathlon
- \$20,000—Travel and Conference

Plan Implementation

- Identify strategies in the current SPSA that were fully implemented as described in the plan.
 - GMS fulfilled its prior technology commitment and will use LCFF funds to replace aging technology devices.
 - We currently employ and will continue to employ our READ 180 aide to assist students in improving core reading/comprehension levels.
 - We have fully funded and implemented our AVID program as stated. This is an ongoing investment and GMS will allocate matching funds during the 2016-2017 school year.
- The remaining strategies are new for the 2016-2017 school year.

Involvement/Governance

- How was the SSC involved in development of the plan?
 - The GMS SSC met multiple times throughout the school year. The SSC committee was integral in providing feedback and their own points of view so that a comprehensive SPSA that reflects the needs of all students at GMS was taken into consideration.
 - I sought their approval for when making necessary purchases throughout the school year.
 - All of the stated SMART goals had been presented to the SSC and are based off of the membership's ongoing feedback.
- How were advisory committees involved in providing advice to the SSC?
 - During the first SSC meeting we voted and agreed to have ELAC committee meetings during SSC meetings. The needs of EL students were always a discussion point during SSC meetings. We conducted needs assessment surveys and the data that were gained from the surveys were used to inform our SSC meetings.
- How was the plan monitored during the school year?
 - During SSC meetings, we discussed our current practices in alignment with the stated SPSA for 2015-2016. We discussed the effectiveness of each SPSA goals. Meeting minutes helped to keep the SSC focused and able to bring up for discussion GMS' ongoing programmatic needs.
- What changes are needed to ensure involvement of all stakeholders and

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: Contracted Janitorial Services

AGENDA SECTION: Action

PRESENTED BY: Russell Hazan Director of Maintenance & Operations

SUMMARY:

Attached is the bid and contract for maintenance of the floors/carpets for Gustine High School. As in the past, EGM will perform all of the floor maintenance on carpeted, wood, and resilient flooring throughout the campus. The company supplies all of the products to perform the services.

FISCAL IMPACT: \$16,200

BUDGET CATEGORY: General Fund – Maintenance & Operations

RECOMMENDED ACTION: Approve

EGM Franchise System-Modesto
EGM Service Network of Modesto
PO Box 141
Patterson, CA 95363
Phone: 209-892-3421 FAX: 209-892-3991

EGM FMR/MR

ID: 32091

1

Referred by: SMP

Date: 2016-05-13

Service Location:
Gustine High School
501 North Ave
Gustine, CA
John Patrone

GUS500

Work Order#:

Client Service Phone: 209-854-3784

Client Service FAX: 209-854-6349

Client Billing FAX: 209-854-6349

We have noticed a few items that we would like to bring to your attention. Please indicate by checking the appropriate box if you would like us to schedule to repair/fix the items listed (with the Not-to-Exceed Amount if indicated).

Description:

Clean/Buff/Wax VCT, Wood floors and Clean carpets throughout school
(Same rooms as last year, *Not including Basketball court)
*Credit for 1 Room (Not included-putting in new carpet)
16,500.00 - 300.00 (for 1 newly carpeted room) = 16,200.00

Authorization given? YES NO Labor NTE Hrs: _____ at **Normal Rate**
Plus Materials _____
Take Pictures Before? YES NO # 0 Upload to EGM Website FREE
Take Pictures After? YES NO # 0 *or* Email= \$2.00 Per Picture

Yes

Date: _____

Signature: _____

I authorize EGM to perform the services indicated above with the Not-to-Exceed Amount. I agree to pay EGM within 30days of completion of service.

No - Thank You

Date: _____

Signature: _____

If there is any other service we may assist you with, please circle:

- Carpet Cleaning * Window Washing * Floor Service * Gardening
- Parking lot Sweeping * Handyman Service * Pressure Washing
- Janitorial Supplies * Asphalt Seal Coat and Striping

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: GHS Agriculture Department Grant Approval

AGENDA SECTION: Action

PRESENTED BY: Bill Morones

SUMMARY:

Board approval is required for the Agricultural Vocational Education Incentive Grant, funding from the SB 813 fund; the Carl Perkins Grant, annual Federal grant for CTE and Ag Education; and the Career Technical Incentive Grant, a new 3-year state funded grant for CTE programs.

FISCAL IMPACT: Funding received: \$27,232, Ag Incentive Grant
\$18,299, Carl Perkins Grant
\$143,818, CTE Incentive Grant

BUDGET CATEGORY: GHS Ag Program (names noted above)

RECOMMENDED ACTION: Approve

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: GHS Cheer Camp – Overnight Trip Request

AGENDA SECTION: Action

PRESENTED BY: Mr. Bill Morones, Superintendent

SUMMARY:

The Gustine High School Cheerleaders will be attending NCA Cheerleading Camp at Sacramento State from July 8 – 10th, 2016, and are requesting Board approval to participate in this overnight activity. All of the required appropriate paperwork has been submitted and approved by GHS administration.

FISCAL IMPACT: None

BUDGET CATEGORY: None

RECOMMENDED ACTION: Approve request

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: Geotechnical Engineering and Geologic Hazard Study Proposals for Gustine High School

AGENDA SECTION: Action

PRESENTED BY: Bill Morones, Superintendent

SUMMARY:

DSA requires soil testing to inform engineers to identify the capacity of the soil. It tells us how much weight the soil can handle. It also provides what the earthquake hazards are in the study. Attached is a quote requiring Board approval.

FISCAL IMPACT: \$14,365

BUDGET CATEGORY: Measure P

RECOMMENDED ACTION: Approve



CALIFORNIA DESIGN WEST ARCHITECTS INC.

2100 19TH STREET
SACRAMENTO, CA 95818
916.446.2466

TO: Bill Morones, Superintendent
Gustine Unified School District

DATE: May 17, 2016

SUBJECT: Geotechnical Engineering and Geologic Hazard Study Proposals for
Gustine High School

Bill,

We issued a proposal request for Geotechnical Engineering and Geologic Hazard Study for the upcoming work at Gustine High School to three firms. We received two proposals, one from Condor Earth Technologies, Inc., and one from Technicon Engineering Services, Inc.; Kleinfelder, Inc. did not submit a proposal. Attached are the two proposals we received, and below is the summary:

FIRM	CONDOR EARTH TECHNOLOGIES, INC.	TECHNICON ENGINEERING SERVICES, INC.
FIELD WORK PREP / SITE COORDINATION / PERMIT	\$ 1,574.65	\$ 1,125.00
FIELD WORK – DRILLING	\$ 15,179.00	\$ 8,450.00
LAB TESTING	\$ 2,038.50	\$ 2,095.00
ANALYSIS AND REPORTING	\$ 2,038.50	\$ 2,695.00
TOTAL	\$ 21,012.15	\$ 14,365.00
COMPLETION TIME	Field work will take 2 days to complete; Lab testing will take 1 to 1-1/2 weeks to complete. Geotech/Geohazard report to be completed within 2-3 weeks from completion of all lab testing.	Complete field investigation within 5-7 days after receiving notice to proceed. Geotech/Geohazard report to be complete within 3 weeks after completion of field investigation, weather permitting.

If you have any questions, please give me a call.

Sincerely,

Mitchell A. McAllister
President

Proposal for
GEOTECHNICAL ENGINEERING AND GEOLOGICAL HAZARD STUDY
GUSTINE UNIFIED SCHOOL DISTRICT (GUSD)
GUSTINE HIGH SCHOOL PROPOSED NEW BUILDINGS
501 NORTH AVENUE
GUSTINE, CALIFORNIA

Prepared for
Ms. Anne Perkins, Program Manager
California Design West Architects *for*
Gustine Unified School District
1500 Meredith Avenue
Gustine, CA 95322

May 11, 2016
Condor No. 7344

1.0 INTRODUCTION

Condor Earth Technologies, Inc. (Condor) is pleased to submit the following proposal to perform Geotechnical Engineering and Geological Hazard Study (GeoHaz) for the proposed new buildings for Gustine High School located at 501 North Avenue in Gustine, California. The data collected during the GES and the recommendations provided are intended for use in the design and construction by the engineers, architects and contractors involved with this project, and the report will be prepared to meet the requirements of Title 24 Geotechnical Engineering Reports and the California Geological Survey (CGS) – Note 48 guidelines.

The following subsections present background information regarding the proposed construction, a description of our proposed scope of services, an estimate of our fees, project schedule, and project limitations.

2.0 BACKGROUND INFORMATION

Our proposal is based on a review of the Revised Site Plan provided by Ms. Anne Perkins, Program Manager for California Design West Architects, and our previous work experience within the vicinity.

Proposed Construction

We understand that design of the proposed project is currently underway and final details are not available as of this writing. On a preliminary basis, we understand that the proposed modernization will consist of: a new science building with a foundation area of 6,200 square feet (sf); a new classroom building without toilets with a foundation area of 3,840 sf; a new classroom building with toilets with a foundation area of 4,288 sf; and a new cafeteria with a foundation area of 4,900 sf. The California Building Code (CBC) and California Geological Survey (CGS) guidelines require one (1) boring for



every 5,000 sf of foundation area and a minimum of two (2) borings per building. Therefore, at least eight (8) borings will be required for this project.

Since grading plans were not currently available, proposed cuts and fills are unknown at this time. However, as site topography is relatively level, cuts and fills during earthwork are anticipated to be minimal (2 feet or less) to provide a level foundation pad with positive site drainage. Excavations for underground utilities are not anticipated to exceed 10 feet below final site grade.

3.0 SCOPE OF WORK

Task I – Field Work Preparation/Site Coordination and Drilling Permit

Condor will begin fieldwork preparation by contacting Underground Service Alert (USA) to verify the presence or absence of utility right-of-ways located at the site. The project site boundaries will be physically marked so that USA representatives will be able to clear the site for public utilities. The client will need to provide Condor with the locations of any known on-site utilities not marked by USA prior to the field activities. Condor will obtain the services of a utility locating subcontractor to confirm the location of utilities that are brought to our attention. Additional utilities may also be located by the utility locating subcontractor, but such services do not guarantee 100 percent verification of utilities. Condor will not be held responsible for damage to any utilities that were not marked or that were not brought to our attention prior to beginning our drilling activities. The client will supply Condor with permission to enter the project site. Condor will obtain a drilling permit from the Merced County Environmental Health Department prior to the site investigation.

Task II – Field Work

In order to explore the subsurface conditions at the project site, we propose to drill a total of eight (8) exploratory borings within or near the footprints of the proposed construction at each site. The exploratory borings within these structures will be drilled to depths ranging from approximately 5 feet and 50 feet below the existing site grade or until auger refusal, whichever occurs first. We anticipate the soil borings will utilize the mud rotary and solid stem auger drilling methods to provide blow count data in the soils beneath the site. During the drilling operations, standard penetration and California modified penetration tests will be performed at regular intervals to evaluate the soil consistency, obtain information regarding the engineering properties of the subsoils, and to retain soil samples for laboratory testing. The soils encountered will be examined and visually classified in accordance with the Unified Soil Classification System by a geologist with our firm. A geotechnical log will be produced for each boring type.

Upon completion, the borings will be backfilled in accordance with Merced County Environmental Health Department Guidelines. We have assumed that the drilling fluids and soil cuttings generated during drilling operations will need to be removed from the site and disposed of by a subcontractor. This proposal does not include staking or surveying of the site or the soil boring locations.

Percolation testing has not been included in the cost estimate or our proposal.

Task III – Laboratory Testing

Laboratory tests will be performed in accordance with current ASTM standards on selected samples to evaluate the physical and engineering characteristics of the subsoils. We anticipate these tests may include moisture content, dry unit weight, sieve analysis, Atterberg Limits, compaction for optimum



moisture and density relationship, R-value for pavement design, corrosion, and shear strength. The final selection of testing type and frequency will be selected based on the subsurface conditions encountered during the field exploration.

Any additional laboratory testing that Condor recommends, other than that listed above, will be approved by the client prior to testing. Additional testing will be completed with charges conforming to Condor's Standard Laboratory Fee Schedule.

Task IV – Analysis and Reporting

Results of our field exploration, laboratory testing and engineering analyses will be summarized in a report for each school site containing the following:

1. A description of the proposed project;
2. A description of the surface and subsurface site conditions encountered during our field explorations;
3. A description of our field and laboratory investigations;
4. Results of laboratory testing;
5. A summary of the geologic and seismic conditions within the project area;
6. A description of our evaluation to develop ground shaking parameters for the project;
7. Conclusions and recommendations related to the geotechnical aspects of:
 - a. General earthwork, including site stripping, subgrade preparation, temporary excavations, permanent slopes, trench backfill, import fill, compaction criteria, and site surface drainage;
 - b. Foundation design and construction, including foundation type, allowable bearing capacities, lateral resistance, settlement, and foundation depth;
 - c. 2013 CBC seismic design criteria;
 - d. Potential geologic and seismic hazards and recommendations for mitigation, including liquefaction evaluation;
 - e. Concrete slabs and exterior flatwork; and
 - f. Concrete and asphaltic concrete (AC) pavements
8. Plates and maps showing the site vicinity, the exploratory boring locations, the subsurface soil encountered, the geologic conditions in the project area, and locations of active and potentially active faults in the project area; and
9. Appendices that will include logs of the exploratory borings, laboratory test results, and results of liquefaction analysis.

We will issue two (2) bound copies and a PDF of the final report. The report will be signed and stamped by the Geotechnical Engineer of Record for this project.

COST SUMMARY

The cost for the project proposed scope of work for each school site is \$21,012.15. A detailed breakdown of the typical costs for each site is as follows:



Task I - Field Work Preparation/Site Coordination and Drilling Permit	\$ 1,574.65
Task II - Field Work – Drilling	\$ 15,179.00
Task III - Laboratory Testing	\$ 2,038.50
Task IV - Analysis and Reporting	\$ 2,038.50
TOTAL	\$ 21,012.15

Condor's estimate assumes that the work will be performed during two days at the school site. Drilling costs have been estimated using cost estimates from drilling subcontractors. Condor will provide all required insurance as agreed in the contract prior to beginning work. Condor will perform the work described in accordance with the attached Work Order Agreement and Terms for Geotechnical, Civil Engineering and Special Inspection Services dated May 11, 2016. Work will be charged in accordance with Condor's Schedule of Fees (attached).

4.0 SCHEDULE

Condor will perform the tasks described herein in an expeditious manner, subject to the availability of the drilling services and utility clearance. We have assumed that the client will identify all subsurface utilities prior to drilling. We anticipate that the field work will take two days to complete. Laboratory testing will take approximately one to one and a half weeks to complete. We will provide results and verbal recommendations upon request and as soon as they become available. Our report should be completed within approximately two to three weeks from completion of the laboratory testing.

5.0 AUTHORIZATION

Written acceptance of this proposal will serve as our notice to proceed.

6.0 LIMITATIONS

Our work will be performed and findings obtained in substantial conformance with the geotechnical engineering practice that exists within the area at the time of our investigation. This proposal does not include an assessment of environmental characteristics involving hazardous or toxic substances.

We appreciate the opportunity to present this proposal and trust it will meet your needs. If you have any questions, please feel free to call us at (209) 234-0518.

Sincerely,

CONDOR EARTH TECHNOLOGIES, INC.



Bill A. Cook III, C. E. G. 2534
Senior Geologist



Ron Skaggs, P.E., G.E.
Vice President Engineering Services

Attachments: Work Order Agreement and Terms dated May 11, 2016
Cost Estimate dated May 11, 2016
Condor Earth Technologies, Inc. Schedule of Fees





CONDOR EARTH TECHNOLOGIES, INC.
 188 Frank West Circle, Suite 1
 Stockton, CA 95206
 Phone 209.234.0518
 Fax 209.234.0538
 www.condorearth.com

WORK ORDER AGREEMENT

We are pleased to acknowledge the following work assignment. CONDOR EARTH TECHNOLOGIES, INC., hereinafter referred to as CONDOR, agrees to perform, and CLIENT agrees to pay for services performed in accordance with the scope of work set forth in this WORK ORDER AGREEMENT (AGREEMENT). This AGREEMENT supersedes any and all negotiations, correspondence, or agreements either written or oral.

ORDER RECEIVED BY: Bill Cook, CEG DATE: May 11, 2016

AUTHORIZED BY: Anne Perkins, Program Manager PROJECT NO.: 7344

INVOICE TO: Gustine Unified School District
1500 Meredith Avenue
Gustine, CA 95322

NAME OF JOB: Gustine High School Proposed New Buildings

LOCATION OF JOB: 501 North Avenue, Gustine, California

SCOPE OF WORK: Perform a geotechnical engineering and Geological Hazard Study per the attached Proposal dated May 11, 2016.

FEES TO BE CHARGED*: \$21,012.15 performed on a time and materials basis, per the attached Cost Estimate dated May 11, 2016, and billed in accordance with Condor's Schedule of Fees (attached).

* The "Terms for Geotechnical, Civil Engineering, and Special Inspection Services" dated May 11, 2016, are part of this AGREEMENT.
 * Fee schedule, if attached, is considered part of this AGREEMENT.

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT effective on the date signed below by CLIENT.

 CLIENT

 By

 Position

 Date

CONDOR EARTH TECHNOLOGIES, INC.


 By RON SKAGGS, PE, GE

Vice President, Engineering Services
 Position

May 11, 2016
 Date

TERMS FOR GEOTECHNICAL, CIVIL ENGINEERING and SPECIAL INSPECTION SERVICES

PREVAILING WAGE

Unless specifically stated in an approved Work Order, Condor will neither pay Prevailing Wage nor provide Certified Payroll. CLIENT understands that it is CLIENT's responsibility to notify CONDOR of any Prevailing Wage and/or Certified Payroll requirements prior to work-scope and fee development. CLIENT is responsible for paying all back-wages, penalties and other costs associated with Prevailing Wage requirements that CONDOR was not notified of, in writing, prior to execution of this Agreement. CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from CONDOR's failure to pay Prevailing Wages unless CONDOR was specifically notified of the requirement to pay prevailing wages prior to or upon execution of this Agreement. CLIENT also agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.

In accordance with the previous paragraph, the Work to be performed under this Agreement is designated as (select one and sign):

- Prevailing Wage _____
(CLIENT Signature)
- Non – Prevailing Wage _____
(CLIENT Signature)

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONDOR will be based solely on information available to CONDOR. CONDOR is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONDOR under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical and civil engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical and civil engineering services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONDOR to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONDOR free access to the site. CONDOR will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONDOR will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONDOR, and agrees to defend, indemnify, and hold CONDOR harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, with compensation to be based upon CONDOR's prevailing fee schedule and expense reimbursement policy.

INDEPENDENT CONSULTANT STATUS

Except as may otherwise be noted herein, CONDOR shall serve as an independent consultant to CLIENT and shall have control over and be responsible for the means and methods for providing services under this AGREEMENT. It is specifically understood that, irrespective of any assignability provisions, CONDOR may retain subcontractors to perform services usually performed by subcontractors and, should CONDOR determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, CONDOR shall obtain prior written approval or subsequent written confirmation from CLIENT.



MAINTENANCE OF PROFESSIONAL STANDARDS AND ETHICS

CLIENT recognizes that CONDOR's services in all cases must be rendered in accordance with prevailing professional standards and ethics, as well as certain laws or regulations that apply specifically to CONDOR.

MONITORING

If CONDOR is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in this AGREEMENT, then this phrase applies. For the specified assignment, CONDOR will report observations and professional opinions to CLIENT. No action of CONDOR or CONDOR's site representative can be construed as altering any AGREEMENT between CLIENT and others. CONDOR will report to CLIENT any observed civil or geotechnical related work which, in CONDOR's professional opinion, does not conform with plans and specifications. CONDOR has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, CONDOR's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction related services.

CONDOR will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto. CONDOR may be asked for recommendations concerning field procedures. Any such recommendations provided to the CLIENT by CONDOR do not constitute responsible charge of construction procedures, and are subject to the Standard of Care section of these terms.

SAMPLE DISPOSAL

CONDOR will dispose of all remaining soil, rock, concrete, or other material samples sixty (60) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by CONDOR are instruments of service and shall remain the property of CONDOR. CONDOR shall retain these records for a period of one (1) year following submission of reports related to the scope of work under this AGREEMENT, during which period they will be made available to CLIENT at all reasonable times.

INFORMATION PROVIDED BY OTHERS

CONDOR shall indicate to CLIENT the information needed for rendering of service, and CLIENT shall provide to CONDOR such information as is available to CLIENT. CLIENT recognizes that it is impossible for CONDOR to assure sufficiency of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information. Accordingly, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in documents or other information provided to CONDOR by CLIENT. Further, CLIENT agrees to compensate CONDOR for any time spent or expense incurred by CONDOR in defense of any claim, with such compensation to be based upon CONDOR's prevailing fee schedule and expense reimbursement policy.

SUBSURFACE RISKS

CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of care, may fail to detect certain conditions because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual geologic, geotechnical and environmental conditions that CONDOR infers to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and CLIENT recognizes that, due to natural occurrences or direct or indirect human intervention at the site or distant from it, actual conditions discovered may change. CLIENT realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied by CONDOR to help reduce them to that level deemed tolerable by CLIENT. CONDOR is available to explain these risks and risk reduction methods to CLIENT but, in any event, the scope of services included with this AGREEMENT is that which CLIENT agreed to or selected in light of his own risk preferences and other considerations.



CHANGED CONDITIONS

CLIENT has relied on CONDOR's judgment in establishing the geotechnical engineering work scope and fee for this project, given the project's nature and risks. CLIENT shall therefore rely on CONDOR's judgment as to the continued adequacy of this AGREEMENT in light of occurrences or discoveries that were not originally contemplated by or known to CONDOR. Should CONDOR call for contract renegotiation, CONDOR shall identify the changed conditions which in CONDOR's professional judgment make such renegotiation necessary, and CONDOR and CLIENT shall promptly and in good faith enter into renegotiation of this AGREEMENT to permit CONDOR to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that CONDOR has an absolute right to terminate this Agreement.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONDOR of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONDOR and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONDOR and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONDOR to take immediate measures to protect health and safety. CLIENT agrees to compensate CONDOR for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONDOR agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONDOR harmless for any and all consequences of disclosures made by CONDOR or CLIENT that are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONDOR and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONDOR harmless from any claim, liability, and/or defense costs for injury or loss arising from CONDOR's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONDOR which are found to be contaminated.

NATURALLY OCCURRING ASBESTOS (NOA)

CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss which may arise as a result of NOA. CLIENT further agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.

RISK ALLOCATION

Approved:

Many risks potentially affect CONDOR by virtue of entering into this AGREEMENT to perform professional geotechnical/civil engineering services on behalf of CLIENT. The principal risk is the potential for human error by CONDOR. *CONDOR's potential liability to CLIENT and others is grossly disproportionate to CONDOR's fee due to the size, scope, and value of the project.* Therefore, unless CLIENT and CONDOR otherwise agree in writing in consideration for an increase in CONDOR's fee, CLIENT agrees to limit CONDOR's liability to CLIENT and to all other parties, including third parties, arising from CONDOR's professional acts, errors, or omissions such that the total aggregate liability of CONDOR will not exceed \$42,000 or CONDOR's total fee for the services rendered on this project, whichever is greater. (If CLIENT wishes to discuss higher limits and the charges involved, he should speak with CONDOR.) CLIENT further agrees to indemnify and hold harmless CONDOR from and against all liabilities in excess of the monetary limit established above. Under no circumstances, however, shall CONDOR have any obligation to defend independently or collectively CLIENT or other Indemnified Parties from and against liability for damages that may arise or be attributed to work performed by CONDOR under this Agreement. Nor shall CONDOR have any obligation to pay for or compensate any party for their defense costs or fees.

CLIENT



CONDOR



CLIENT agrees that where other consultants or contractors are employed by persons other than CONDOR in the work, CLIENT will not hold CONDOR responsible for loss, damage or injury caused by any acts, errors, or omissions of such other consultants or contractors and CLIENT further agrees to look solely to said other consultant or contractor for recovery from them, or any of them, for any such damage or injury.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONDOR as a third-party defendant. Parties means CLIENT and CONDOR and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONDOR agree that they will not be liable to each other, under any circumstances, for consequential damages arising out of or related to this AGREEMENT. Consequential damages include, but are not limited to, loss of use and loss of profit.

JOBSITE SAFETY

Insofar as jobsite safety is concerned, CONDOR is responsible solely for CONDOR's employees' activities on the jobsite, but this shall not be construed to relieve CLIENT or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of CONDOR, nor the presence of CONDOR employees and subcontractors, shall be construed to imply CONDOR has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite. CONDOR shall not have the responsibility, authority or ability to remove or correct jobsite hazards. CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the General Contractor. CLIENT also warrants that CONDOR shall be made an additional insured under the General Contractor's general liability insurance policy.

BILLING AND PAYMENT

CLIENT shall pay compensation for CONDOR's services and shall pay for CONDOR's reasonable costs incurred in performing the services required by this Agreement as set forth in approved Work Orders. CLIENT agrees that CONDOR's current fee schedule will be the basis for all time-and-materials charges. CLIENT agrees that CONDOR may revise the fee schedule annually. CLIENT will be notified in writing of fee schedule changes.

CLIENT will pay CONDOR in accordance with the procedures indicated in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by CONDOR, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONDOR in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONDOR per CONDOR's current fee schedules. In the event CLIENT fails to pay CONDOR within sixty (60) days after invoices are rendered, CLIENT agrees that CONDOR will have the right to consider the failure to pay the CONDOR's invoice as a breach of this AGREEMENT.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONDOR will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.



DISPUTES RESOLUTION

All claims, disputes, and other matters in controversy between CONDOR and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent CLIENT and CONDOR have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this AGREEMENT. If no specific ADR procedures are set forth in this AGREEMENT, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where CONDOR's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

CURING A BREACH

In the event either party believes that the other has committed a material breach of this AGREEMENT, the party maintaining such a belief shall issue a termination notice to the other identifying the facts as perceived, and both parties shall bargain in good faith to cure the causes for termination as stated in the termination notice. If such a cure can be effected prior to the date by which termination otherwise would be effective, both parties shall commit their understanding to writing, and termination shall not become effective. If in curing an actual or alleged breach either party shall waive any rights otherwise inuring to them by virtue of this AGREEMENT, such waiver shall not be construed to in any way affect future application of the provision involved or any other provision. The parties agree that a waiver of breach of one term, covenant, or condition of this AGREEMENT is not a waiver of breach of others, nor of subsequent breach of the one waived.

ASSIGNMENT

Neither this AGREEMENT nor any interest therein shall be assigned by either party without the written consent of the other.

BINDING ON HEIRS

This AGREEMENT shall be binding on and shall inure to the benefit of the heirs, executor, administrators, successors and assigns of the parties hereto.

HEADINGS

The headings contained in this AGREEMENT are for convenience of reference only and in no way limit or define the scope of this AGREEMENT.

GOVERNING LAW AND SURVIVAL

The law of the State of CALIFORNIA will govern the validity of these TERMS, their interpretation and performance.

CLIENT and CONDOR have entered into this AGREEMENT of their own free will, to communicate to one another mutual understandings and responsibilities. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.



CONDOR EARTH TECHNOLOGIES, INC.
COST ESTIMATE - GEOTECHNICAL ENGINEERING AND GEOLOGICAL HAZARD STUDY
Gustine Unified School District
Gustine High School Proposed New Buildings
501 North Avenue, Gustine, California
Condor Project No. 7344

Date: May 11, 2016

Prepared by: Bill A. Cook III

Client: Gustine Unified School District

ITEM	COST/ UNIT	UNIT	TOTAL COST	HANDLING	SUBTOTALS
TASK I - Field Work Preparation/Site Coordination and Drilling Permit					
Associate Geologist	\$135 /hour	6	\$810		
Vehicle	\$50 /day	0.5	\$25		
Mileage	\$0.50 /mile	120	\$60		
Drilling Permit	\$591 /each	1	\$591	\$88.65	\$1,574.65
TASK II - Field Work - Drilling					
Associate Geologist	\$135 /hour	20	\$2,700		
Vehicle	\$50 /day	2	\$100		
Mileage	\$0.50 /mile	240	\$120		
Utility Locating Subcontractor	\$800.00 /ls	1	\$800	\$120.00	
Drilling Subcontractor	\$7,860 /ls	1	\$7,860	\$1,179.00	
Soil Drum Removal Subcontractor	\$2,000 /ls	1	\$2,000	\$300.00	\$15,179.00
TASK III - Laboratory Testing					
Unit Weight / Water Content	\$30 /each	20	\$600		
Passing No. 200 Sieve Analysis	\$100 /each	4	\$400		
Atterburg Limits	\$165 /each	1	\$165		
R-Value	\$310 /each	1	\$310		
Direct Shear	\$225 /each	1	\$225	\$33.75	
Corrosivity	\$265 /each	1	\$265	\$39.75	\$2,038.50
TASK IV - Analysis and Reporting					
Principal Geotechnical Engineer	\$195 /hour	2	\$390		
Associate Geologist	\$135 /hour	8	\$1,080		
Draftsperson	\$90 /hour	3	\$270		
Technical Editor	\$70 /hour	4	\$280		
Plotting, Copies, Misc.	\$200 /each	1	\$200		\$2,220.00
TOTAL FOR PROJECT SITE:					\$21,012.15



**CONDOR EARTH TECHNOLOGIES, INC.
SCHEDULE OF FEES
2016**

<u>STAFF MEMBER</u>	<u>RATE PER HOUR (\$)</u>
PRINCIPALS/PROJECT MANAGEMENT	
Senior Principal	220.00
Principal Engineer/Geologist.....	195.00
Project/Senior Manager	160.00
TECHNICAL	
Senior Tunneling Consultant.....	200.00
Senior Geotechnical Engineer	185.00
Senior Hazardous Materials Specialist.....	175.00
Registered Geotechnical Engineer.....	175.00
Certified Hydrogeologist/Engineering Geologist.....	175.00
Senior Geologist/Engineer/Environmental Specialist	165.00
Senior Process Safety Management Specialist.....	165.00
Process Safety Management Specialist	140.00
Associate Geologist/Engineer/Environmental Specialist	135.00
Health and Safety Specialist.....	130.00
Staff Geologist/Engineer/Environmental Specialist	120.00
Engineering Assistant.....	100.00
AST Certified Inspector	100.00
Senior Technician.....	85.00
Technician	75.00
GIS	
Software Specialist	140.00
GIS Administrator	130.00
GIS Programmer/Analyst	110.00
GIS Technician.....	90.00
MATERIALS TESTING	
MTSI Project/Laboratory Manager	105.00
Certified Welding Inspector	100.00
Special Inspector	90.00
Senior Materials Technician.....	85.00
Materials Technician	65.00
SUPPORT STAFF	
Administrative Specialist.....	95.00
Draftsperson	90.00
Project Coordinator	85.00
Technical Editor	70.00
Administrative Assistant	65.00
MISCELLANEOUS	
Overtime (all Saturday work is overtime)	(1.3 times base rate)
Double-time (all Sundays and Holidays).....	(1.7 times base rate)
Litigation Support.....	250.00 – 350.00

NON-LABOR CHARGES

Vehicle charge:

\$50 per day plus 50 cents per mile

Unit Charges per Condor Unit Fee Schedule

Billable Field Equipment per Condor Billable Field Equipment Schedule

OUT-OF-POCKET EXPENSES

Billed at cost plus 15% and includes such items as travel expenses, equipment rental, laboratory fees, subcontractors, postage and freight, subcontracted printing or reproduction fees, supplies, etc.

PREVAILING WAGE

Refer to Condor Prevailing Wage Schedule of Fees





GEOTECHNICAL & ENVIRONMENTAL ENGINEERING — CONSTRUCTION TESTING & INSPECTION

May 16, 2016

TES No. GP16-121

Mr. Mitch McAllister
California Design West Architects, Inc.
2100 19th Street
Sacramento, California 95818
Phone: 916.446.2466
Email: mmcallister@ca-dw.com
aperkins@ca-dw.com

Project: Proposed New Buildings
Gustine High School
501 N. Avenue
Gustine, CA

Subject: Proposal – Geotechnical Investigation and
Geologic Seismic Hazards Investigation Report

Dear Mr. McAllister:

In accordance with your request **TECHNICON Engineering Services, Inc. (TECHNICON)** is Geotechnical Engineering and Geologic Seismic Hazards Evaluation services for the above-referenced project located in Gustine, California. The following sections present a brief description of our understanding of the proposed project, the project objectives, our proposed scope of services, and our cost estimate to complete the work.

SITE AND PROJECT DESCRIPTION

An understanding of the project is the Request for Proposal (RFP) and review of site plan provided by California Design West Architects, Inc. The project involves the design and construction of five (5) new buildings at the existing Gustine High School. The five (5) buildings will include, a science building with approximate area of 6,200 square feet, classroom building with restroom with approximate area of 4,288 square feet, classroom building with approximate area of 3,840 square feet, cafeteria building with approximate area of 4,900 square feet, and a toilet building with approximate area of 700 square feet.

Each building will be comprised of a single-story, wood/steel-frame structures utilizing conventional spread footings and concrete slab-on-grade floors. Maximum wall and column loads are anticipated to be less than 3 kips per foot and 30 kips, respectively. The project areas are currently occupied by existing school buildings/equipment and landscaping.

Appurtenant improvements are anticipated to include concrete hardscape, underground utilities, and landscaping. Cut and fill elevations are anticipated to be less than 1 to 2 feet achieve level building pads and positive site drainage.

PURPOSE SCOPE OF SERVICES

The objectives of the project would be two-fold. First, **TECHNICON** will perform a Geotechnical Engineering Investigation to evaluate the subsurface conditions of the site to ascertain geotechnical engineering design parameters for use in the project planning and design.

Second, **TECHNICON** will identify and assess potential geologic hazards at the site to aid in the preparation of a Geologic Seismic Hazards Report. Based on review of California Department of General Services Geologic Seismic Hazard Report Requirement IR A-4 the project is not exempt from geologic hazard report requirements.

In order to achieve the aforementioned objective, we propose the following scope of services:

Geotechnical Engineering Investigation

- 1) We will drill eight (10) test borings within the proposed structures to depths of 10, 15, 20, 25 and 50 feet. During our field investigation, we would perform standard penetration tests and obtain both disturbed and undisturbed samples for laboratory analysis. Based on a review of nearby wells, groundwater is anticipated to be encountered around 5 to 7 feet below ground surface. Therefore, we will employ mud rotary drilling techniques below the groundwater to minimize sample disturbance and obtain quality standard penetration data.
- 2) We will perform laboratory tests to determine pertinent engineering and index properties of the on-site soils. These tests may include unit weight, direct shear, gradation, consolidation or collapse potential, plasticity/expansion index, pH, minimum resistivity, soluble sulfate, and chloride.
- 3) We will consult with your design team as necessary concerning our findings and discuss existing and potential development induced geotechnical considerations.
- 4) We will present the collected data in a report containing our findings, evaluation, conclusions, and recommendations for development of site. Problems relating to the subsurface conditions including groundwater will be discussed if necessary. Our professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical and material engineering principles and practices. The report will be prepared under the direction of a registered Geotechnical Engineer. The report for the site will include, but not be limited to, the following:
 - A description of the site surface and subsurface conditions encountered during our field investigation, including boring logs.
 - Comments on depth to groundwater, potential impacts on construction, and mitigation measures as necessary.
 - A summary of the field exploration and laboratory testing programs.
 - A summary of pertinent geologic hazards including comments on regional and site engineering seismology, discussion of significant faults and assessment of site

relative seismicity, evaluation of liquefaction potential and associated effects, and dynamic settlement.

- Ground motion parameters for use in structure design based on the 2013 CBC and ASCE 7.
- Recommendations for site preparation and earthwork grading, standards for engineered fill, including a discussion concerning the use of on-site soils for engineered fill.
- Recommendations for pipe and trench excavations including pipes parallel to footings and distances of pipes from footings.
- Recommendations for spread footing foundation design including bearing capacity for sustained loading and total combined loading, anticipated total, differential and long-term settlements, and recommended minimum foundation depths and widths.
- Modulus of subgrade reaction for elastic analysis of spread footing foundations.
- Recommended frictional coefficients for footings and passive pressure for resistance of lateral loads.
- Recommended subgrade preparation for concrete slabs-on-grade.
- Recommended active, braced, and at-rest lateral pressures for design of earth retaining structures.
- Recommended axial and lateral capacity of soils for design of pier footings for support of lighting and signs including minimum pier depths and diameters.
- Discussion of the general corrosion characteristics of the site soils.
- Comments to aid in the design of site drainage.

Geologic Seismic Hazards Evaluation

The scope of services for the geologic hazards evaluation includes a site and vicinity reconnaissance, discussion of significant faults and assessment of site relative seismicity, research and review of readily available geologic and seismologic publications and maps covering the site and vicinity, evaluation of ground acceleration, evaluation of liquefaction potential and associated effects, discussion of tsunamis, seiches, dynamic compression and other hazards identified in the CGS checklist.

The study will be performed in general accordance with the requirements of the California Geological Survey (CGS), Note 48, Checklist for the Review of Engineering Geology and Seismology Reports for California Public Schools, Hospitals, and Essential Services Buildings checklist (October 2013); CGS Special Publication 117A (Guidelines for Evaluating and Mitigating Seismic Hazards), and CGS Special Publication 42 (Fault-Rupture Hazard Zones in California).

The geologic hazards investigation will review pertinent, readily available geologic maps and other literature. The results of the geologic hazards study will be summarized in the Geotechnical Investigation Report and will be prepared and reviewed under the direction of a Certified Engineering Geologist.

SUMMARY OF COSTS

Our estimate of the cost to provide the Geotechnical Engineering Investigation Geologic Seismic Hazards Evaluation Report is **\$14,365.00**. The following is a summary of our estimate of the costs to provide the services described in this proposal.

FEE ESTIMATE

Task	Unit	Unit Cost	Total Unit Cost
Staking of Boring Locations/Notification of USA	5 Hours	\$75/Hour	\$375.00
Drill Rig Travel	6 Hour	\$125/Hour	\$750.00
Drill Rig On-Site	25 Hours	\$185/Hour	\$4,625.00
Field Engineer/Geologist-	30 Hours	\$95/Hour	\$2,850.00
Per Diem and Hotel	Lump Sum	\$975/LS	\$975.00
Direct Shear Test	3 Each	\$150/Each	\$450.00
Expansion Index (ASTM D4829)	2 Each	\$150/Each	\$300.00
Consolidation (ASTM D2435)	2 Each	\$175/Each	\$350.00
Std. Geotechnical Lab Tests (sieve, moisture, corrosion, curves, etc)	Lump Sum	\$995/LS	\$995.00
Project Management/Engineering/Report	Lump Sum	\$2,695/LS	\$2,695.00
Total for Geotechnical Engineering and Geologic Hazards Investigation			\$14,365.00

The study will be performed under the supervision of a State of California Registered Geotechnical Engineer (GE) and Certified Engineering Geologist (CEG). **TECHNICON** is fully insured including \$2 million general and professional liability insurance coverage. **TECHNICON** is available to initiate the project immediately upon your approval of our proposal.

We anticipate scheduling and completing the field investigation within 5 to 7 days after notice to proceed. The Geotechnical Investigation and Geologic Seismic Hazards Report will be complete within three weeks after completion of the field exploration, weather and site conditions permitting.

LIMITATIONS

The geotechnical investigation costs assume reasonable site access by a truck mounted drill rig along existing access ways or open terrain. Test borings to be filled with the soil cuttings as required. It is further assumed that approximate boring locations can be determined from existing monuments or site features. No liability is assumed for damage to underground utilities or other features. After submittal of the final report, any additional work requested will be performed on a time and materials basis.

CLOSING

We look forward to working with Gustine Unified School District and appreciate your consideration of our firm for this project. If you should have any questions, or require additional information, please call our office at (559) 276-9311.

Respectfully submitted,
TECHNICON Engineering Services, Inc.



Stephen P. Plauson, PE, GE
Geotechnical Engineering Manager

SPP:ss:mk

Accepted By:
Gustine Unified School District / Authorized Representative

Signature

Title / Date

CONSULTING

Page 1 of 2 CONTRACT TERMS AND CONDITIONS (REV 11/13)

I SCOPE

Consultant (**TECHNICON**) agrees to perform the services described in the proposal which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Consultant shall not be construed to exceed those services specifically set forth in the proposal. The proposal and these terms and conditions, when executed by Client, shall constitute a binding agreement on both parties.

II COMPENSATION

Client agrees to pay for the described services in accordance with the compensation provisions in the proposal. Unless otherwise specified in the proposal, payment to Consultant will be made within 30 days of the date of billing; interest on the unpaid balance will accrue beginning on the 31st day at that rate of 2 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made. Client agrees that periodic billings from Consultant to client are correct, conclusive, and binding on client unless Client, within ten (10) calendar days from the receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work in accordance with the project fee schedule.

III RESPONSIBILITY

Consultant is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Consultant shall follow the practice of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall only act as an advisor in all governmental relations. In performing the services under this contract, Consultant shall act as agent of Client. Consultant's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Consultant is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Consultant does not assume responsibility for methods or appliance used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

IV SCOPE OF CLIENT SERVICES

Client agrees to cooperate with Consultant in every way on the project, including but not limited to:

1. Coordinate with tenants for access to sampling locations.
2. Provide all available information on past history and operations at the site.
3. Provide all available and known information on the nature of contaminants likely to be found on the property.
4. Dispose of cuttings from soil borings, if necessary.
5. Provide all available information on the location of all underground tanks, piping, and utilities at the site.

Client agrees not to use or permit any other person to use plans, drawings, or other work products prepared by Consultant, which plans, drawings, or other work products are not final and which are not signed and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of not final plans, drawings, and other work products not signed and stamped or sealed by Consultants and waives liability against Consultant for their use. Client further agrees that final plans, drawings, or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work products may not be changed nor used on a different project without the written authorization or approval Consultant.

V INDEMNIFICATION

Consultant agrees to indemnify and hold Client harmless from liability arising out of the sole negligent errors or sole negligent omissions of Consultant, its agents, employees, officers, directors, or representatives in the performance of Consultant's duties under this Agreement. Consultant's liability shall be limited to the actual loss sustained, but in no event shall it exceed the limits of Consultant's insurance policies in force at the time of this work. Such negligence shall be measured by standards in effect at that time services are rendered, not by later standards. Client may not assert any claim against Consultant after the shorter of: (1) 3 years from substantial completion of services giving rise to the claim; or (2) the statute of limitation provided by law. Client acknowledges Consultant will perform part of the work at facilities that may contain hazardous materials or conditions, and that Consultant had no prior role in the generation, treatment, storage, or disposition of any hazardous materials or conditions that may be encountered at the site. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend and hold Consultant harmless (including attorney's fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Consultant or Consultant's employees, agents, officers, or directors, in any way arising out of the presence of hazardous materials at the site, except for claims shown by final judgment to arise out of the sole negligence of Consultant.

CONSULTING
CONTRACT TERMS AND CONDITIONS (REV 11/13)

Page 2 of 2

VI SUBCONTRACTS

Consultants shall be entitled, to the extent determined appropriate by Consultant to subcontract any portion of the work to be performed under this project.

VII ASSIGNMENT

This agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or Consultant without the prior written consent of the other.

VIII INTEGRATION

These terms and conditions and the letter agreement to which they are attached represent the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

IX JURISDICTION

This agreement shall be administered and interpreted under the laws of the state of California. Jurisdiction of litigation arising from the agreement shall be in that state. If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

X PROJECT DELAY

Client agrees that Consultant is not responsible for delays caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees consultant is not responsible for damages nor shall Consultant be deemed to be in fault of this agreement.

Client also agrees that Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidation, use or conditional use permits, project or plan approvals, and building permits.

XI SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Consultant may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Consultant may suspend work on the project in the event Client does not pay invoices within 30 days of the date of billing. If Client fails to pay Consultant within 30 days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are terminated. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XL.

XII TERMINATION OF WORK

Client or Consultant may terminate all or a portion of the work covered by the Agreement for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement by giving 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be by certified mail with return receipt to sender. In such event, Client shall promptly pay consultant for all fees, charges, and services provided by Consultant.

XIII ARBITRATION

All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA). No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the parties hereto and such persons to be joined. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons shall be specifically enforceable under prevailing arbitration law. Notice of demand for arbitration shall be filed in writing with the parties to this Agreement and with the AAA within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final, and judgment may be entered in accordance with applicable law in any court having jurisdiction thereof.

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: The Art and Science of Teaching, Teacher Professional Development Speaker Contract

AGENDA SECTION: Action

PRESENTED BY: Bill Morones, Superintendent

SUMMARY:

The Gustine Unified School District is embarking on a focused journey of improving student learning through the lens of the Art and Science of Teaching. The one factor that has surfaced as the single most influential component of an effective school is the individual teachers within the school. All administrators and teachers will be trained via the Art and Science of Teaching. Dr. Phil Warrick will be leading this powerful professional development for our staff in GUSD. Training dates are listed on the attached documentation.

FISCAL IMPACT: \$26,000

BUDGET CATEGORY: Title II, Teacher Quality

RECOMMENDED ACTION: Approve

GUSTINE UNIFIED SCHOOL DISTRICT
 1500 Meredith Ave.
 Gustine, CA 95322
 Phone: (209) 854-3784
 Fax: (209) 854-9164

Ship To: _____

DEPARTMENT: _____

DATE: 3/22/16

ORDERED BY: Bill Morones

VENDOR NUMBER: _____

BUDGET CLASSIFICATION NAME: _____

SPECIAL INSTRUCTIONS: See note *

BUDGET CLASSIFICATION: 01.4035.0.5866.00.0000.7410.112.000.0000

VENDOR NAME: Marzano Research LLC

ADDRESS: _____

PHONE: _____

FAX: _____

Qty.	DESCRIPTION	UNIT COST	TOTAL COST
	3 Professional Development Days for Teachers		\$19,500.
	* 20% Deposit Due / Invoiced after entering into contract & balance upon completion of services - See Exhibit B		
	TAX		_____
	SHIPPING		_____
	TOTAL		\$19,500.

DISTRICT PURCHASE ORDER #: 160884

APPROVAL: _____

TECHNOLOGY RELATED ITEMS? Yes No

APPROVAL: _____

**EXHIBIT A
DESCRIPTION OF SERVICES**

Service 1:

Topic: High Reliability Schools

Date: August 8, 2016

Speaker: Phil Warrick

Cost: \$6,500/day

Service 2:

Topic: High Reliability Schools

Date: October 31, 2016

Speaker: Phil Warrick

Cost: \$6,500/day

Service 3:

Topic: High Reliability Schools

Date(s): March 20, 2017

Speaker: Phil Warrick

Cost: \$6,500/day

Total PD cost: \$19,500

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: Title III Plan

AGENDA SECTION: Action

PRESENTED BY: Kim Medeiros

SUMMARY:

The Elementary and Secondary Education Act (ESEA), Title III, Limited English Proficient (LEP) and Immigrant student program statutes require participating local education agencies (LEAs) to update their LEA Plan Goal 2 annually, including the budget. Gustine Unified School District's Title III Plan is included in the LEA Plan. Seeking approval of the Title III Plan.

FISCAL IMPACT: Receive \$55,505 in Title III funding

BUDGET CATEGORY: Title III

RECOMMENDED ACTION: Approve

Title III LEA Plan Performance Goal 2

imited English proficient (LEP) students will become proficient in English and reach high academi
lards, at a minimum attaining proficiency or better in reading/language arts and mathematics.

Code: 2473619 LEA Name: Gustine Unified School District Title III Improvement Status: Year 4+

Year: 2016-2017 LEP Amount Eligibility: \$55,505 Immigrant Amount Eligibility: 0

to Provide Services for Limited English Proficient Students

summarize information from district-operated programs and provide descriptions of how the LEA is meeting or plans to
ement.

the LEA will:

R e q u i r e d	Implement programs and activities in accordance with Title III <ul style="list-style-type: none">GUSD will provide supplemental instructional support in English Language Development.
	Use the subgrant funds to meet all annual measurable achievement objectives (AMAOs) <ul style="list-style-type: none">GUSD continues to strive to meet all AMAO goals. Funds will be used to support the following; provide pr development (in SDAIE strategies and EL instructional practices) and classroom supplemental materials (E aligned with common core curriculum)

Hold the school sites accountable

Gustine Unified School District will hold school sites accountable by:

- Meeting and/or progressing toward AMAO 1 and AMAO 2
 - Annually measuring progress of English Learners on the CELDT and CAASPP tests.
 - Use PLC Time to review data on the academic success of English Learners. All teachers and administrators CELDT scores and analyze the progress regularly. Academic growth is measured through CAASPP and dist
-

Promote parental and community participation in programs for ELs

- All notifications for school events are sent home in English and Spanish and parents/guardians are welcomed to attend school events.
 - English Language Advisory Committee (ELAC) meetings will be held quarterly at each site to address English programs and services. Members and the English Language Learner school community will be notified and
 - District English Language Learner Advisory Committee (DELAC) meetings will be held quarterly at different quarter Gustine Elementary School, 2nd quarter Gustine Middle School, 3rd quarter Gustine High School, and Romero Elementary School to address English Learner programs and services.
 - Parents/Guardians will be invited and informed of reclassification celebrations and meetings.
 - Establish a district calendar (2016-2017). The calendar will be mailed quarterly and will include all district a including ELAC and DELAC dates.
 - All parents/guardians will be provided training for Aeries and Illuminate to monitor their student's progress. provided in English and Spanish.
 - Latino Family Literacy will be provided to parents of English Learners to support early literacy skills in Eng
 - Parent Liaisons offer translation and interpretation services to increase parent participation in the school com
 - Parenting classes are offered to our Spanish speaking parents to engage and support their children in school.
 - CELDT notifications are sent home to parents to inform of student progress.
-

the LEA will:	Persons Involved/ Timeline	Related Expenditures	Estimated Cost
R e q u i r e d C o n t e n t	Provide high quality language instruction *All teachers will receive training on effective teaching techniques relating to Marzano’s Art and Science of Teaching to learn effective teaching strategies for all students.	Dr. Phil Warrick 8/16, 10/16, 3/17	Consultant contracts \$20,000
	*Targeted instruction in ELD is provided to all English Learners to increase English Language Proficiency, K-12. ELD instruction will continue until students are reclassified	Teachers 8/2016-6/2017	No cost \$0
	*English Learner data (CELDT) is used to monitor and appropriately place students in ELD classes based on instructional levels.	Teachers/ ELD Coordinators (Weekly)	Substitutes for teacher release time \$1,000
	*Instructional aides are utilized to provide students support in receiving high quality language instruction.	Instructional Aides August 2016-June 2017	Salaries \$10,000

	<p>Provide high quality professional development *The district will partner with Merced County Office of Education to provide professional development for all teachers on integrated and designated ELD.</p> <p>*Each site ELD Coordinator will be trained in effective ELD strategies and train the staff at their sites by providing demonstration lessons, lesson planning, and EL strategies to address the multiple levels of English proficiency.</p> <p>*Additional Professional Development in ELD for teachers to attend</p>	<p>MCOE August 8/2016- 6/2017</p> <p>Site ELD Coordinators 8/2016- 6/2017</p> <p>Teachers 8/2016- 6/2017</p>	<p>Contracts</p> <p>Stipends</p> <p>Registration fees</p>	<p>\$5000</p> <p>\$6000</p> <p>\$3,000</p>
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R e q u i r e d f o r Y	<p>Goal 2 Improvement Plan Addendum* (IPA) for items 1-3:</p> <p>N/A—LEA is in Program Improvement Year 4+</p>
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Goal 2 IPA* for items 1-3:

Please describe the factors contributing to failure to meet AMAO target(s).

- Many teachers did not receive training for integrated or designated ELD.
- The LEA did not have access to quality ELD materials and curriculum.
- English Learners were not closely monitored for academic success.

Please describe all required modifications to curriculum, program, and method of instruction.

- State Adopted ELD curriculum will be purchased and implemented during the 2016-2017 school year. These materials have an integrated and designated ELD component which will be utilized daily by classroom teachers.
- All teachers will receive training in the new curriculum.
- All teachers in the district will receive professional development in effective methods of instruction for integrated and designated ELD.
- English Learner Coordinators will be utilized at each school site and will be trained on effective strategies.

<ul style="list-style-type: none"> English Learner Coordinators will offer additional trainings to all teachers regarding integrated instruction and support teachers who instruct during designated ELD. 			
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se ensure the Needs Assessment is submitted if LEA is in improvement status Year 2 or beyond.

receiving or planning to receive Title III LEP funding may include allowable activities.	Persons Involved/ Timeline	Related Expenditures	Estimated Cost
Describe all allowable activities chosen by LEA relating to: Supplementary services as part of the language instruction program for LEP students			
Purchase of ELA/ELD Common Core aligned materials for TK-8. Benchmark Advance, Benchmark Education will be purchased for TK-5 and McGraw-Hill Study Sync will be purchased for 6-8.	TOSA July 2016	N/A	\$380,000
English Learner data is used to monitor and appropriately place students in ELD instructional levels. Teacher release days and PLC meetings.	Teacher release days/ PLC 8/2016- 6/2017	Substitutes teachers at \$150 per substitute	\$1,000
Rosetta Stone Software for Newcomers.	Teachers 8/2016- 6/2017	Online licenses (10)	\$2000

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<p>ELD Intervention curriculum materials for grades 9-12, for targeted CELDT levels 1 and 2</p>	<p>ELD Coordinators</p>	<p>Licenses and materials</p>	<p>\$15,000</p>
<p>Long Term English Learners are provided with Read 180 instruction to address their achievement gaps, grades 4-9.</p>	<p>ELD coordinator</p>	<p>No cost</p>	<p>\$0</p>
<p>English Learner Coordinators provide demonstration lessons, lesson planning, and inservices for EL strategies to address multiple levels of English proficiency.</p>	<p>Intervention Teachers</p>	<p>\$25 per hour for 5-8 teachers three days per week</p>	<p>\$15,000</p>
<p>After school tutoring for at risk English Learners will be offered 3 times per week to provide academic support in ELA, K-8</p>	<p>ELD Coordinator</p>	<p>50 licenses</p>	<p>\$413</p>
<p>Scholastic Reading Inventory Assessment Tool for monitoring Long Term English Learner progress, 9-12</p>	<p>Teachers</p>	<p>Licenses and materials</p>	<p>\$6,315</p>
<p>System 44 is used for at risk EL students to increase early literacy skills.</p>	<p>Intervention Teachers</p>	<p>No Cost</p>	<p>\$0</p>
<p>Fund Parent/Community Liaison to increase communication for Spanish speaking parents and to translate and interpret meetings to increase parent participation in the school community.</p>	<p>Administrators 4 liaisons (one at each site)</p>	<p>Salary</p>	<p>\$50,000</p>

<p>Parenting classes are offered to Spanish speaking parents to increase parent participation in the school community.</p>	<p>Administrators/EL Coordinators</p>	<p>\$1,000 for 6-8 sessions</p>	<p>\$1000</p>
<p>Healthy Smiles Dental Van to provide free dental services to all students including English Learners, Migrant, and Immigrant students two times per year.</p>	<p>Health Clerk</p>	<p>Facilities Use</p>	<p>\$500 for all visits</p>
<p>ELAC and DELAC Meetings are held regularly to address English Learner programs and services.</p>	<p>EL Coordinators /admin.</p>	<p>No cost</p>	<p>\$0</p>
<p>Title III Parent Notification Letters are mailed out annually to parents of English Learners notifying them of their CELDT results.</p>	<p>EL Coordinators</p>	<p>Postage for 617 students for initial and annual notification</p>	<p>\$752</p>
<p>CAASPP Results Notification letters are sent out to parents explaining the results of the state assessment in math and ELA for grades 3-8 and 11.</p>	<p>Clerical Staff</p>	<p>Postage for 1,858 students</p>	<p>\$873.26</p>
<p>Counselor will evaluate transcripts to identify English Learner credit deficiencies. Concurrently enroll EL students in a credit recovery program.</p>	<p>Counselor</p>	<p>Salary and materials</p>	<p>\$35,000</p>

A College and Career Counselor who assists EL students with college applications, financial aid, Dream Act, SAT/ACT registration, and fee waivers.	College & Career Counselor	Salary	\$42,450
Academic Counselors provide additional counseling to EL students to increase a-g course completion and graduation.	Counselor	Salary	\$20,000
Credit Recovery for 7 th and 8 th grade struggling students for grade replacement.	Teacher	Licensing and materials	\$2000
Latino Family Literacy to promote parent participation in the school and to encourage early literacy skills.	Teacher	Salary and Materials	\$2500
F. LEP Overall Budget	LEP 2% for Administrative/Indirect Costs:		\$1,105
	LEP Estimated Costs Total:		\$54,400

to Provide Services for Immigrant Students

Complete this table <u>IF</u> the LEA is receiving or planning to receive Title migrant funding.	Persons Involved/ Timeline	Related Expenditures	Estimated Cost
<p>Describe all allowable activities chosen by LEA relating to:</p> <p>Enhanced instructional opportunities to immigrant students and their families</p> <p>*Gustine Unified School District applied for Immigrant funds, but was not eligible. All students, including immigrants who have been in the</p>	N/A	\$0	\$0

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US less than 3 years are provided support services by the district and the school site to increase student achievement.			
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H. Immigrant Overall Budget	Immigrant Administrative/Indirect Costs:	*LEA is not receive imm
	Immigrant Estimated Costs Total:	n/a

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: Disclosure Statement of Proposed Agreement with Confidential-
Management-Administrator-Superintendent Group for 2015/16 and
2016/17

AGENDA SECTION: Action/Public Hearing

PRESENTED BY: Bill Morones, Superintendent

SUMMARY:

As required by AB 1200, attached is the Disclosure Statement of the proposed agreement which will be submitted to the Merced County Office of Education indicating that the Confidential-Management-Administrator-Superintendent Group has reached an agreement for the 2015/16 and 2016/17 fiscal years.

FISCAL IMPACT: \$51,623 (2015/16) and \$101,422 (2016/17 & ongoing)

BUDGET CATEGORY: LCFF and Other Programs as Appropriate

RECOMMENDED ACTION: Approve increases

NOTICE

PUBLIC HEARING
WEDNESDAY, JUNE 8, 2016
GUSTINE UNIFIED SCHOOL DISTRICT
1500 MEREDITH AVENUE
GUSTINE, CALIFORNIA 95322

The Gustine Unified School District Board of Education will conduct a public hearing at 7:00 p.m. in the Board Room at 1500 Meredith Avenue, Gustine, California, to obtain community input regarding the following:

1. GUSD/Confidential-Management-Administrator-Superintendent Group,
Disclosure of Collective Bargaining for Ratification of Tentative Agreement

DISCLOSURE OF PROPOSED AGREEMENT

BETWEEN THE Gustine Unified School District SCHOOL DISTRICT

AND Conf/Mgmt, Administrative, & Superintendent UNREPRESENTED GROUPS

To be acted upon by the Governing Board at its meeting on: 6/8/2016
 Budget Revisions to be submitted no later than 45 days after approval: 6/30/2016

GENERAL

Section 1: CURRENT STATUS OF ALL BARGAINING UNIT AGREEMENTS

	Unit	Status	FTE Represented
Certificated:	GRTA	settled	91
Classified:	CSEA	at-table	66.71

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on: 7/1/2015
 and ending on: 6/30/2017

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:	2015-2016	2016-2017	
Reopeners: Yes or NO ?	NO	NO	

if Yes, What Areas?

Section 3: NARRATIVE OF AGREEMENT: Provide a brief narrative of the proposed changes in compensation.

These groups are unrepresented but historically have always received the same increases as the GRTA & CSEA groups. The following increases are part of agreements with GRTA (CSEA is still at table): In 2015-2016, a 5% increase to the salary schedule retro-active to January 1, 2016. For 2016-2017, an additional 5% increase effective July 1, 2016. For 2016-2017 Health & Welfare, increased district contribution cap from \$13,178 to \$13,200.

COMPENSATION PROVISIONS

Section 4: SALARIES: PERCENTAGE INCREASE/DECREASE IN SALARIES IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for salaries for the above mentioned Bargaining unit:

Current-Year Salary Cost Before Settlement (Based on YTD Actuals Projected through 6/30):	\$ 1,679,613
Current-Year Salary Cost After Settlement (Include any retroactive pay or one time bonuses if applicable):	\$ 1,724,123
Total Cost Increase:	\$ 44,510
Percentage Increase:	2.65%

SALARY INCREASE/DECREASE FOR AVERAGE-REPRESENTED EMPLOYEE OVER PRIOR YEAR

(Includes annual step/column movement on schedule):

<u>Salary Increase/Decrease</u> (% increase/decrease to existing schedule)	<u>5.00%</u>	per employee
(% increase/decrease for one time only bonus/stipend)		per employee
<u>Step & Column</u> (average % increase over the prior-year schedule)	<u>2.00%</u>	per employee
TOTAL PERCENTAGE INCREASE/DECREASE FOR AVERAGE REPRESENTED EMPLOYEE	7.00%	per employee

DISCLOSURE OF PROPOSED AGREEMENT

BETWEEN THE Gustine Unified School District SCHOOL DISTRICT

Section 5: BENEFITS: PERCENTAGE INCREASE IN EMPLOYEE BENEFITS IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for employee benefits:

Statutory benefits: *(Object 3XXX less 34XX)*

(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Costs:

Current Costs:	\$ 396,706
Proposed Costs:	\$ 403,819
Total Cost Increase:	\$ 7,113
Percentage Increase:	1.79%

District Health/Welfare Plans-*Object 34XX* (Medical, Dental, Vision, Life Insurance, Other)

Total Costs:

Current Costs:	\$ 13,178
Proposed Costs:	\$ 13,178
Total Cost Increase:	\$ -
Percentage Increase:	0.00%

Please indicate if Health/Welfare Benefit Capped :		
<i>(Indicate details such as different caps per health plans or any super composite rates)</i>		
Current Cap:	\$ 13,178.00	
Proposed Cap:	\$ 13,178.00	
Average Capped Amount increase per employee	\$ -	0%

**TOTAL COST OF COMPENSATION INCREASE/DECREASE
(REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)**

Section 6: The "total cost increase/decrease" for salaries and employee benefits in the proposed agreement.

Current Year Cost Before Settlement:

(Based on YTD Actuals Projected through 6/30 based on current agreement)

Salaries	\$ 1,679,613	
Benefits <i>(includes Health & Welfare costs)</i>	\$ 409,884	
Total:		\$ 2,089,497

Current Year Cost After Settlement:

(Include any retroactive pay and other additional compensation)

Salaries	\$ 1,724,123	
Benefits <i>(includes Health & Welfare costs)</i>	\$ 416,997	
Total:		\$ 2,141,120

TOTAL COST INCREASE/DECREASE	\$ 51,623
<i>(This amount should tie to the multiyear projection sections for 1XXX-3XXX)</i>	
PERCENTAGE INCREASE/DECREASE:	2.48%
COST OF 1% INCREASE/DECREASE IN SALARY & STATUTORY BENEFITS:	\$ 20,763

DISCLOSURE OF PROPOSED AGREEMENT

BETWEEN THE Gustine Unified School District SCHOOL DISTRICT

OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

Section 7: The following are additional compensation and non-compensation provisions contained in the proposed agreement: *(Please indicate, in detail, the terms of the agreement covered in each section)*

A. OTHER COMPENSATION: Off-Schedule Stipends, Bonuses, etc. (amounts, staff affected, total cost)

N/A

B. CONCESSIONS: Furlough Days, Salary Reductions, etc. (staff affected, total savings)

N/A

C. SOURCE OF FUNDING FOR PROPOSED AGREEMENT: Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement:

Increased LCFE funding will be the source of funding for the majority of the increases and a smaller part will also be spread to all categoricals as appropriate for employees who are paid from these funds.

D. NON-COMPENSATION: Class Size Adjustments, Staff Development Days, Teacher Prep Time, etc. Be specific.

N/A

E. CONTINGENCY AND/OR RESTORATION LANGUAGE: Include specific areas identified for reopeners and specific contingency and/or restoration language.

N/A

Section 8: State Minimum Reserve Calculation (inclusive of cost of settlement):

Total Expenditures and Other Uses:
 Minimum State Reserve Percentage
 Minimum State Reserve Requirement (\$60,000 minimum)

\$	20,064,057.00
	3%
\$	601,921.71

DISCLOSURE OF PROPOSED AGREEMENT

BETWEEN THE Gustine Unified School District SCHOOL DISTRICT

FISCAL IMPACT IN CURRENT YEAR AND TWO SUBSEQUENT YEARS

Section 9: **Date of governing board approval of budget revisions in Section 9, Col.2 (below) in accordance with E.C. 42142 and Government Code 3547.5**

6/8/2016

Provide a copy of the board-approved budget revisions and board minutes within 45 days.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2 provide a detailed report upon approval of the district governing board.

Section 10: **FINANCIAL IMPACT OF PROPOSED AGREEMENT IN FUTURE FISCAL YEARS: The following assumptions were used used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation/noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):**

These increases are subsequent to the recent 1% that was retro-active to 7/1/16 and approved in Feb 2016. These costs will be included in projections at Budget Adoption when presenting Estimated Actuals and MYP.

Section 11: **MULTI-YEAR CONTRACT AGREEMENT PROVISIONS: The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows:**

For 2016-2017, an additional 5% increase to Salary Schedule and an increase to the H&W cap from \$13,178 to \$13,200

Section 12: **IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT YEAR AND TWO SUBSEQUENT YEARS. (Reflects both Unrestricted and Restricted Amounts)**

Please include current projected Revenue Limit ADA and any other assumptions on the comment lines.

(Please enter/review Multiyear Projections on the next three pages.)

DISCLOSURE OF PROPOSED AGREEMENT

BETWEEN THE Gustine Unified School District SCHOOL DISTRICT

Current Fiscal Year 2015-2016			
(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved Budget Before Settlement as of: <i>2nd Interim</i>	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed Bargaining Agreements)	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
P2 ADA= 1,794			P2 ADA= 1,794
RL ADA= 1,794			RL ADA= 1,794

A. Revenues and Other Financing Sources

1. Revenue Limit Sources	8010-8099	\$ 16,342,568		\$ 16,342,568
2. Federal Revenue	8100-8299	1,611,752		1,611,752
3. Other State Revenues	8300-8599	2,008,321		2,008,321
4. Other Local Revenues	8600-8799	176,208		176,208
5. Other Financing Sources	8900-8999			-
6. Total (sum lines A1 thru A5)		20,138,849	-	20,138,849

B. Expenditures and Other Financing Uses

1. Certificated Salaries	1000-1999	\$ 7,501,104	\$ 32,159	\$ 158,149	\$ 7,691,412
2. Classified Salaries	2000-2999	2,163,098	12,351	45,166	2,220,615
3. Employee Benefits	3000-3999	3,178,883	7,113	31,673	3,217,669
4. Books and Supplies	4000-4999	2,783,074			2,783,074
5. Services & Other Operating Expd.	5000-5999	2,770,537			2,770,537
6. Capital Outlay	6000-6999	283,869			283,869
7. Other Outgo (no Indirect)	7100-7299, 7400-7499	945,975			945,975
8. Other Outgo - Indirect	7300-7399	(41,791)			(41,791)
9. Other Financing Uses	7600-7699	192,697			192,697
10. Other Adjustments					
11. Total (sum lines B1 thru B10)		19,777,446	51,623	234,988	20,064,057

C. NET INCREASE (DECREASE) IN FUND

BALANCE (line A6 minus line B11)	\$ 361,403	\$ (51,623)	\$ (234,988)	\$ 74,792
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D. FUND BALANCE

1. Net Beginning Fund Balance	9791-9795	\$ 2,289,776			\$ 2,289,776
2. Ending Fund Balance		\$ 2,651,179	\$ (51,623)	\$ (234,988)	\$ 2,364,568
3. Components of Ending Fund Balance					
a. Nonspendable	9711-9719				\$ -
b. Restricted	9740	283,023			283,023
c. Committed	9750,9760				
d. Assigned	9780	625,142			625,142
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncert.	9789	1,743,014	(51,623)	(234,988)	1,456,403
2. Unassigned/Unappropriated	9790	-			-
FUND 17 RESERVES	9789,9790	-			-
% of State Required Reserves		8.81%		Meets	7.26%

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in Section 5, Total Costs, please explain. Also list any other assumptions used or included in Col. 3:

5% increase for all salary schedules effective January 1, 2016 for all employees has been included to reflect a more accurate representation of potential impact

DISCLOSURE OF PROPOSED AGREEMENT

BETWEEN THE Gustine Unified School District SCHOOL DISTRICT

First Subsequent Year 2016-2017

(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved MYP Before Settlement - as of: 2nd Interim	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Include all adjustments needed to support ongoing costs of agreement)	Projected District MYP After Settlement of Agreement (Cols. 1 + 2 + 3)
P2 ADA= 1,791			P2 ADA= 1,791
RL ADA= 1,791			RL ADA= 1,791

A. Revenues and Other Financing Sources

1. Revenue Limit Sources	8010-8099	\$ 17,350,788			\$ 17,350,788
2. Federal Revenue	8100-8299	1,057,645			1,057,645
3. Other State Revenues	8300-8599	946,222			946,222
4. Other Local Revenues	8600-8799	151,109			151,109
5. Other Financing Sources	8900-8999				-
6. Total (sum lines A1 thru A5)		19,505,764	-	-	19,505,764

B. Expenditures and Other Financing Uses

1. Certificated Salaries	1000-1999	\$ 7,771,626	\$ 62,286	\$ 320,674	\$ 8,154,586
2. Classified Salaries	2000-2999	2,155,647	\$ 23,921	\$ 87,476	2,267,044
3. Employee Benefits	3000-3999	3,361,678	15,215	72,361	3,449,254
4. Books and Supplies	4000-4999	1,729,136			1,729,136
5. Services & Other Operating Expd.	5000-5999	2,398,966			2,398,966
6. Capital Outlay	6000-6999	180,740			180,740
7. Other Outgo (no Indirect)	7100-7299, 7400-7499	984,687			984,687
8. Other Outgo - Indirect	7300-7399	(42,719)			(42,719)
9. Other Financing Uses	7600-7699	192,697			192,697
10. Other Adjustments					-
11. Total (sum lines B1 thru B10)		18,732,458	101,422	480,511	19,314,391

C. NET INCREASE (DECREASE) IN FUND

BALANCE (line A6 minus line B11)	\$ 773,306	\$ (101,422)	\$ (480,511)	\$ 191,373
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D. FUND BALANCE

1. Net Beginning Fund Balance	9791-9795	\$ 2,651,179	\$ (51,623)	\$ (234,988)	\$ 2,364,568
2. Ending Fund Balance		\$ 3,424,485	\$ (153,045)	\$ (715,499)	\$ 2,555,941
3. Components of Ending Fund Balance					
a. Nonspendable	9711-9719				\$ -
b. Restricted	9740	183,738			183,738
c. Committed	9750,9760				-
d. Assigned	9780	333,541			333,541
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncert.	9789	2,907,206	(153,045)	(715,499)	2,038,662
2. Unassigned/Unappropriated	9790	-	-	-	-
FUND 17 RESERVES	9789,9790				-
% of State Required Reserves		15.52%		Meets	10.56%

Assumptions used (RL COLA, Other Revenue COLAs, Addl/Reduced staffing, etc):

Additional 5% effective 2016-2017 increase for all salary schedules for all employees has been included to reflect a more accurate representation of potential impact. Also have included higher STRS & PERS rates on the increases effective 2016-2017.

DISCLOSURE OF PROPOSED AGREEMENT

BETWEEN THE Gustine Unified School District SCHOOL DISTRICT

Second Subsequent Year 2017-2018

(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board-Approved MYP Before Settlement - as of: 2nd Interim	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Include all adjustments needed to support ongoing costs of agreement)	Projected District MYP After Settlement of Agreement (Cols. 1 + 2 + 3)
P2 ADA= 1,782			P2 ADA= 1,782
RL ADA= 1,782			RL ADA= 1,782

A. Revenues and Other Financing Sources

1. Revenue Limit Sources	8010-8099	\$ 18,142,903			\$ 18,142,903
2. Federal Revenue	8100-8299	1,057,645			1,057,645
3. Other State Revenues	8300-8599	966,377			966,377
4. Other Local Revenues	8600-8799	151,109			151,109
5. Other Financing Sources	8900-8999				-
6. Total (sum lines A1 thru A5)		20,318,035	-	-	20,318,035

B. Expenditures and Other Financing Uses

1. Certificated Salaries	1000-1999	\$ 7,903,373	\$ 62,286	\$ 320,674	\$ 8,286,333
2. Classified Salaries	2000-2999	2,178,806	\$ 23,921	\$ 87,476	2,290,203
3. Employee Benefits	3000-3999	3,614,995	\$ 15,215	\$ 72,361	3,702,571
4. Books and Supplies	4000-4999	1,567,165			1,567,165
5. Services & Other Operating Expd.	5000-5999	2,254,380			2,254,380
6. Capital Outlay	6000-6999	185,294			185,294
7. Other Outgo (no Indirect)	7100-7299, 7400-7499	1,027,259			1,027,259
8. Other Outgo - Indirect	7300-7399	(43,795)			(43,795)
9. Other Financing Uses	7600-7699	192,697			192,697
10. Other Adjustments					-
11. Total (sum lines B1 thru B10)		18,880,175	101,422	480,511	19,462,108

C. NET INCREASE (DECREASE) IN FUND

BALANCE (line A6 minus line B11)	\$ 1,437,860	\$ (101,422)	\$ (480,511)	\$ 855,927
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D. FUND BALANCE

1. Net Beginning Fund Balance	9791-9795	\$ 3,424,485	\$ (153,045)	\$ (715,499)	\$ 2,555,941
2. Ending Fund Balance		\$ 4,862,345	\$ (254,467)	\$ (1,196,010)	\$ 3,411,868
3. Components of Ending Fund Balance					
a. Nonspendable	9711-9719				\$ -
b. Restricted	9740	2,924			2,924
c. Committed	9750,9760				-
d. Assigned	9780	333,541			333,541
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncert.	9789	4,525,880	(254,467)	(1,196,010)	3,075,403
2. Unassigned/Unappropriated	9790	-	-	-	-
FUND 17 RESERVES	9789,9790				-
% of State Required Reserves		23.97%		Meets	15.80%

Assumptions used (RL COLA, Other Revenue COLAs, Addl/Reduced staffing, etc):

Ongoing increases for all salary schedules for all employees has been included to reflect a more accurate representation of potential impact

DISCLOSURE OF PROPOSED AGREEMENT

BETWEEN THE Gustine Unified School District SCHOOL DISTRICT

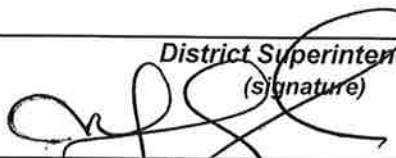
CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official upon submission to the Governing Board and by the Board President upon formal Board action on the proposed agreement.

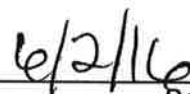
Signatures of District Superintendent and Chief Business Official must accompany copy of disclosure sent to the County Superintendent for Review 5 days prior to board meeting ratifying agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB-1200, AB-2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.


District Superintendent
(signature)

Date



Date


Chief Business Official
(signature)

After public disclosure of the major provisions contained in this document, the Governing Board, at its meeting on Jun 8, 2016, took action to approve the proposed Agreement with the Conf/Mgmt, Administrative, & Superintendent Unrepresented Groups.

President, Governing Board
(signature)

Date

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: GUSD/Confidential Management-Administrator-Superintendent Group
Salary Increases for 2015/16 and 2016/17

AGENDA SECTION: Action

PRESENTED BY: Bill Morones, Superintendent

SUMMARY:

This increase for the GUSD/Confidential-Management-Administrator-Superintendent Group completes the 2015/16 and 2016/17 school year negotiations. Board action is needed to approve these increases. The Disclosure of Proposed Agreement lists the details.

FISCAL IMPACT: \$51,623 (2015/16) and \$101,422 (2016/17 & ongoing)

BUDGET CATEGORY: LCFF and Other Programs as Appropriate

RECOMMENDED ACTION: Approve increases

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: C.T. Brayton & Sons Contract

AGENDA SECTION: Action

PRESENTED BY: Bill Morones, Superintendent

SUMMARY:

Attached is the Construction Services Agreement (CSA) between GUSD and C.T. Brayton & Sons, Inc., and the sublease agreement between GUSD and C.T. Brayton & Sons, Inc., and GUSD Building L Modernization Project/Site Lease between GUSD and C.T. Brayton & Sons, Inc.

FISCAL IMPACT: \$2,747,193

BUDGET CATEGORY: Measure P

RECOMMENDED ACTION: Approve

GUSTINE HIGH SCHOOL BUILDING L MODERNIZATION PROJECT

SUBLEASE AGREEMENT

Between

GUSTINE UNIFIED SCHOOL DISTRICT

and

C T BRAYTON & SONS, INC.

Dated as of _____

GUSTINE HIGH SCHOOL BUILDING L MODERNIZATION PROJECT

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("Sublease") is dated as of _____, and is by and between the **GUSTINE UNIFIED SCHOOL DISTRICT**, a school district duly organized and existing under the laws of the State of California ("District"), **C T BRYTON & SONS INC.**, a California corporation and operating under the laws of the State of California ("Lessor" or "Contractor").

RECITALS:

WHEREAS, the District deems it essential for its own governmental purpose, to finance the construction of certain improvements as described in Exhibit "A" attached hereto (the "Project") and situated on the **Gustine High School** site described in Exhibit "B" attached hereto (the "Site"); and

WHEREAS, pursuant to Section 17400 *et seq.* of the Education Code, the District may enter into leases and agreements relating to real property and buildings used by the District; and

WHEREAS, pursuant to Section 17406 of the Education Code, the District is leasing the Site to Lessor under a lease agreement dated the date hereof (the "Site Lease") for the purpose of Lessor constructing improvements on the Site during the Term of the Site Lease on the terms and conditions the District finds to be in its best interest and set forth in this Sublease and the Construction Services Agreement attached as Exhibit "C" to the Site Lease; and

WHEREAS, the Governing Board of the District has determined it is in its best interests to enter this Sublease by which it will sublease the Site from Lessor during and after the construction of tenant improvements for the benefit of the District and make the Sublease Payments on the dates and the amounts set forth in the Sublease Payment Schedule attached hereto as Exhibit "C." The Sublease Payments include the portion of the construction cost being financed by the Lessor; and

WHEREAS, the District owns the Site, and pursuant to the Construction Services Agreement, has prepared and adopted plans and specifications for the completion of tenant improvements, which have been approved pursuant to law as required by Section 17402 of the Education Code; and

WHEREAS the District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the District and Lessor parties hereto agree as follows:

- I. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Article shall, for all purposes of this Sublease, have the meanings as herein specified.
 - A. **"Certificate of Acceptance and Notice of Completion"** mean those certificates signed by a District Representative to the effect that the Project has been substantially completed.
 - B. **"Commencement Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with the Construction Services Agreement.
 - C. **"Construction Costs"** means any and all costs incurred by the Lessor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal

or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, security of the Site and Project, Lessor's overhead and supervision at the Project Site, all costs and expenses including any taxes or insurance premiums paid by the Lessor with respect to the Property, and administrative and other expenses necessary or incident to the Project, excluding Lessor's and Developer's home office overhead and profit. The term "Construction Costs" includes all Lessor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional plans and specifications for Lessor's subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.

- D. **"Construction Services Agreement"** (CSA) means the Construction Services Agreement attached hereto, together with any duly authorized and executed amendments hereto.
- E. **"Construction Documents"** consist of the Plans and Specifications approved by DSA under Application Number 02-114768, File Number 24-H2, Allowances stipulated in the Contract Documents, and all Addenda, if any, issued prior to the entry into this Agreement. The Construction Documents shall include all Modifications generated after the Effective Date in accordance with the Contract Documents, including, without limitation, a written amendment to the Contract signed by the Contractor and duly executed and approved by the District, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.
- F. **"Contract Documents"** means those documents which form the entire Contract by and between District and Contractor. As of the effective date of the Lease and Sublease, the Contract Documents consist of the Lease, the Sublease, any General, Supplementary and other Conditions, the Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Contractor, do not create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor, and are not intended to and do not create any third party beneficiary. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. (See Article 14 of the CSA).
- G. **"Day"** means a calendar day unless specifically designated as a business day.
- H. **"District"** means the **GUSTINE UNIFIED SCHOOL DISTRICT**, a school district duly organized and existing under the laws of the State of California.
- I. **"Effective Date"** is the latter of the date upon which the District Board approves the Site Lease and the Sublease and Contractor has executed the Site Lease and Sublease.
- J. **"Event of Default"** means one or more events of default as defined in Article 16 of this Sublease.
- K. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Article 5 of the CSA to be paid to Lessor for Lessor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Article 17 of the CSA.

- L. **"Lessor"** shall mean **C T BRAYTON & SONS, INC.**, and its successors and assigns.
- M. **"Prepayment Price"** means the price to be paid by the District to exercise its option to purchase the Site and the Project prior to the natural termination of this Sublease, in accordance with the provisions of Article 21 herein.
- N. **"Project"** means the tenant improvements and related work to be constructed and installed by the Lessor, as more particularly described and/or referenced in Exhibit "A" attached hereto.
- O. **"Site"** refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work, particularly described in Exhibit "B" attached hereto.
- P. **"Site Lease" or "Lease"** means the Site Lease of even date herewith, by and between the District and the Lessor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Lessor.
- Q. **"Sublease"** means this Sublease together with any duly authorized and executed amendment hereto.
- R. **"Sublease Payment"** means any payment required to be made by the District pursuant to Article 7 of this Sublease.
- S. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Article 21 of this Sublease.
- T. **"Term of this Sublease" or "Term"** means the time during which this Sublease is in effect, as provided for in Article 3 of this Sublease.

2.

SUBLEASE.

Lessor hereby leases and subleases to District, and District hereby leases and subleases from Lessor the Project and the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full Term of this Sublease. The leasing by the Lessor to the District of the Site shall not effect or result in a merger of the District's leasehold estate pursuant to this Sublease and its fee estate as lessor under the Site Lease, and the Lessor shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the Term thereof and the Term of this Sublease.

3.

TERM OF THE SUBLEASE.

- A. The Term of this Sublease shall commence upon the date of issuance of a Notice to Proceed under the terms of the Construction Services Agreement and shall continue for six (6) months from the date of Substantial Completion and beneficial occupancy of the improvements.
- B. Termination of Term. Except as otherwise provided, the Term of this Sublease shall terminate upon the earliest of any of the following events:
 - (1) An Event of Default and the Lessor's election to terminate this Sublease pursuant to the provisions of Articles 16 and 17, hereof;
 - (2) The arrival of the last day of the Term of this Sublease and payment of all Sublease Payments hereunder; or
 - (3) The exercise of the District's option under Article 21 hereof.

4. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT.** The District represents and warrants to Lessor that:

- A. District is a public school district, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Sublease and to perform all of its obligations hereunder;
- B. District's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which District is a party by which it or its property is bound;
- D. There is no pending or, to the knowledge of District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Sublease;
- E. The Project and the Site are essential to District in the performance of its governmental functions and their estimated useful life to the District exceeds the Term of this Sublease;
- F. District shall take such action as may be necessary to include all Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Sublease Payments;
- G. District shall not abandon the Site for the use for which it is currently required by District and, to the extent permitted by law, District shall not seek to substitute or acquire property to be used as a substitute for the uses for which the site is maintained under the Sublease; and
- H. District shall not allow any Hazardous Substances (as such term is defined in the Site Lease and limited by that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed) to be used or stored on, under or about the Site.

5. **REPRESENTATIONS AND WARRANTIES OF LESSOR.** Lessor represents and warrants to District that:

- A. Lessor is duly organized in the State of California, and in good standing as a corporation under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. Lessor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease has been duly authorized by all necessary corporate actions on the part of Lessor and does not require any further approvals or consents;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Lessor is a party by which they or their property is bound;
- D. There is no pending or, to the knowledge of Lessor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Lessor to perform their obligations under this Sublease; and
- E. Lessor will not mortgage or encumber the Site or the Sublease or assign this Sublease or their rights to receive Sublease Payments hereunder, except as permitted herein.

6. **APPROPRIATION OF FUNDS.**

- A. In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Sublease Payments which become due to Lessor under this Sublease Agreement.

7. **SUBLEASE PAYMENTS.**

- A. District shall pay Lessor sublease payments (the "Sublease Payments") for the use and occupancy of the Project and Site. The Sublease Payments, which the parties acknowledge and agree are good and sufficient consideration for the District's use and/or occupancy of the Project and the Site, are set forth in Exhibit "C" to this Sublease. The Sublease Payments include the portion of the Construction Costs financed by the Contractor. There is no prepayment penalty for early payment of the Sublease Payments at the option of the District at any time during the Term of this Sublease. The obligation of the District to pay Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.
- B. Except as specifically provided in this Article and in Article 9 hereof or as otherwise provided by law, the obligation of the District to make Sublease Payments when due and payable hereunder will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, abatement or recoupment for any reason whatsoever.

8. **FAIR RENTAL VALUE.**

Sublease Payments shall be paid by District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term, as well as payment for any tenant improvements made by the Lessor which title to the tenant improvements shall vest progressively in the District. Title to the improvements to the District's real property made by Lessor shall vest to the District at the end of the Term of this Sublease and payment of any amounts owed under this Sublease, unless this Sublease, the Site Lease or Construction Services Agreement is terminated in accordance with their respective terms and conditions. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, that title to the improvements completed and paid for by District as to which the District shall have the right to occupy and use, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, and modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement (Exhibit "C" to Site Lease) and which do not interfere with the Lessor's work on the Project and the Site.

9. **SUBLEASE ABATEMENT.**

In addition to delay of Sublease Payments provided in Article 7, above, Sublease Payments due hereunder with respect to the Project and the Site shall be subject to abatement prior to the commencement of the use of the Project and the Site by the District or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District. The amount of Sublease abatement shall be such that the Sublease Payments

14. **MAINTENANCE AND UTILITIES.**

Until the date of beneficial occupancy by the District of the entire Project, Lessor shall, in its own name, contract for and pay the expenses of all temporary utility services required for the Project. Upon beneficial occupancy of the entire Project, the District shall, in its own name, contract for and pay the expenses of all utility services including, but not limited to, all air conditioning, heating, electrical, gas, refuse collection, water, and sewer units. The District shall be responsible for all utilities and maintenance of only the portion of the Site occupied solely or beneficially by the District during construction of the Project by Lessor. Once the Project is accepted by the District as finally complete, the District shall have responsibility for maintenance and repair of the entire Project and the Site, except for warranty or other obligations of Lessor relating to the improvements as set forth in the Construction Services Agreement.

15. **TAXES.**

District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Lessor's income.

16. **EVENTS OF DEFAULT.** The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events:

- A. The District fails to make any unexcused Sublease Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by Lessor;
- B. The Lessor discovers that any statement, representation or warranty made by the District in this Sublease, or in any document ever delivered by the District pursuant hereto or in connection herewith is misleading or erroneous in any material respect;
- C. The District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

17. **REMEDIES ON DEFAULT.** Upon the happening of any Event of Default, Lessor may exercise remedies set forth below; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Sublease Payments or otherwise declare any Sublease Payments not then in default to be immediately due and payable. The District shall continue to remain liable for the payment of Sublease Payments and damages for breach of this Sublease and the performance of all conditions herein such Sublease Payments and damages shall be payable to Lessor at the time and in the manner set forth in subsections (A) and (B) of this Article:

- A. In the event that Lessor does not elect to terminate this Sublease pursuant to subsection (B) below, the District agrees to and shall remain liable for the payment of Sublease Payments and the performance of all conditions herein and shall reimburse Lessor for the full amount of the Sublease Payments to the end of the Sublease Term.

- B. In the event of termination of this Sublease by Lessor at its option and in the manner hereinafter provided on account of default by the District, the District shall pay Lessor Sublease Payments then owing for past Sublease Payments due and not paid, not to exceed the approved costs for all labor, materials and services provided up to the date of Lessor's termination of the Sublease. Neither notice to pay Sublease Payments or to deliver up possession of the Project and the Site, given pursuant to law nor any proceeding in unlawful detainer taken by Lessor shall of itself operate to terminate this Sublease. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.
- C. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

18. **NON-WAIVER.**

No covenant or condition to be performed by District or Lessor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by District or Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Lessor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

19. **ASSIGNMENT.**

Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 *et seq.* However, District may lease, license or otherwise allow use or occupation of the Site for third party use so long as such use or occupation does not unreasonably interfere with construction of the Project. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Lessor shall not assign its obligations under this Sublease with the exception of their obligation to issue default notices and to convey or re-convey their interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the Lessor may assign their right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or sub-assignees at any time upon written notice to the District. No assignment shall be effective as against the District unless and until the District is so notified in writing. The District shall pay all Sublease Payments due hereunder pursuant to the direction of Lessor or the assignee named in the most recent assignment or notice of assignment. During the Sublease Term, the District shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

20. **OWNERSHIP.**

During the Term of this Sublease, the District shall hold title to the Site and progressively obtain title to the Project from the Lessor, and any and all additions which comprise fixtures, repairs, replacements or modifications thereof, as Sublease Payments are made to Lessor. During the

Term of this Sublease, the Lessor shall have a leasehold interest in the Site pursuant to the Site Lease. At the termination of this Sublease, title to the Site, and any improvements constructed thereon shall vest in the District.

21.

SUBLEASE PREPAYMENTS/PURCHASE OPTION.

A. **Sublease Prepayments.** At any time during the Term of this Sublease, the District may, upon the request of the Lessor or on upon its own initiative, make Sublease Prepayments to the Lessor. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Article 21(B), below, shall be adjusted accordingly.

(1) The following are conditions precedent to any Sublease Prepayments made to the Lessor pursuant to a request of the Lessor:

a. Satisfactory progress of the Construction pursuant to the time schedule required pursuant to Article 9 of the Construction Services Agreement (the "Time Schedule") shall have been made as determined in Article 21(A)(2), below.

b. Lessor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code section 8132) from the Lessor and all Subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code section 8134) from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that the Lessor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Lessor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Lessor in connection with the Project no later than ten (10) days after Lessor's receipt of a Sublease Prepayment from the District.

(2) The determination of whether satisfactory progress of the Construction pursuant to the Time Schedule has occurred shall be made by the District. The District may request input, comments or recommendations from the Project Inspector hired by the District pursuant to Article 10 of the Construction Services Agreement.

B. **Purchase Option.** If the District is not in default hereunder, the District shall be granted options to purchase not less than the entire Project in as-is condition. The Prepayment Price at any given time shall be an amount not greater than the GMP, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Article.

22.

RELEASE OF LIENS.

A. Notwithstanding Article 21, upon District executing a Certificate of Acceptance and filing a Notice of Completion on the Project, as such term is defined herein and in the Construction Services Agreement, Lessor or its assignee and the District shall release Lessor's leasehold

interest in Project and the Site. However, District shall retain any and all claims and or warranties it may have under the Construction Services Agreement.

- B. Lessor shall authorize, execute and deliver to the District all documents reasonably requested by the District to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

23.

TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.

- A. In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Sublease shall immediately terminate.

In order to protect the District and the Contractor from legal challenges to the lease-leaseback arrangement undertaken pursuant to this Sublease, the Site Lease and Construction Services Agreement, the Parties agree that either Party may unilaterally terminate these agreements within the timeline set forth below, without consequence. Should a timely action be brought under California Code of Civil Procedure section 860 *et seq.* challenging the validity of this agreement, either party may choose to terminate these agreements, without consequence. A party's option to terminate under this provision may be exercised at any time by either party upon the filing of a timely action brought under California Code of Civil Procedure section 860 *et seq.*, through ten (10) calendar days following the court's entry of a final judgment in such action.

24.

SEVERABILITY.

If any provision of this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

25.

INTEGRATION/MODIFICATION.

This Sublease constitutes the entire agreement between Lessor and the District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

26.

NOTICES.

Services of all notices under this Sublease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by email, or fax followed by regular mail, addressed as follows:

If to Lessor: **C T Brayton & Sons Inc.**
 P O Box 95
 Escalon, CA 95320
 Attn: Robert Brayton

If to District: **GUSTINE UNIFIED SCHOOL DISTRICT**
1500 Meredith Ave
Gustine, CA 95322
Attn: Superintendent

27. **TITLES.**

The titles to the Articles or sections of this Sublease are solely for the convenience of the parties and are not an aid in the interpretation thereof.

28. **TIME.**

Time is of the essence in this Sublease and each and all of its provisions.

29. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Sublease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Sublease, the action shall be brought in a state court situated in the County of Merced, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, each party shall bear its own attorney's fees..

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the day and year first written above.

DISTRICT

"LESSOR"

GUSTINE UNIFIED SCHOOL DISTRICT

C T BRAYTON & SONS INC.

BY: _____

Bill Morones, Superintendent

BY: _____

Robert M. Brayton, President

EXHIBIT A

DESCRIPTION OF PROJECT

Work per DSA Approved Drawings and Specifications for the Modernization of Gustine HS Building L (Locker Room) including a complete renovation of the Locker Rooms and associated ancillary spaces and minor site paving, site concrete and striping for Accessible Path and Parking. Includes demolition, concrete, structural steel, wood framing, interior and exterior architectural woodwork and finishes, locker room equipment, roofing, mechanical, plumbing and electrical work.

paid by the District during the period of Project and Site restoration do not exceed the fair rental value of the usable portions of the Project and Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

10.

USE OF SITE AND PROJECT.

During the Term of this Sublease, Lessor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Lessor or their assigns, provided District is in compliance with its duties under this Sublease. District will not use, operate or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. District shall provide all permits and licenses, if any, necessary for the operation of the Project and Site. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project and Site) with laws of all jurisdictions in which its operations involving the Project and Site may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to the Site or the Project or its interest or rights under this Sublease. Lessor acknowledges that at any time during the Term of this Sublease, District may access the Site to conduct District business. Lessor acknowledges and agrees to the District's use or occupation of the Site, so long as such use or occupation does not unreasonably interfere with construction of the Project. Upon substantial completion of the Project or severable portions hereof, the Lessor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from the Lessor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by the Lessor. Notwithstanding any provision to the contrary in this Sublease or the Construction Services Agreement, the District shall, concurrent with any occupancy, use or possession of any portion of the Project, furnish property and loss liability insurance to cover any such portion of the Project or Site it occupies, uses or possesses.

11.

LESSOR'S INSPECTION/ACCESS TO THE SITE.

District agrees that Lessor and any of Lessor's representatives shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site or Project, to make repairs or service warranty obligations, and to exercise its remedies pursuant to the section in this Sublease entitled "Remedies on Default." District further agrees that Lessor and any of Lessor's representatives shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by District to perform its obligations hereunder.

12.

PROJECT ACCEPTANCE.

District shall acknowledge final inspection and completion of the Project by executing and recording a Notice of Completion. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

13.

ALTERATIONS AND ATTACHMENTS. All permanent additions and improvements that are made to the Project shall belong to and become the property of Lessor, subject to the provisions of this Sublease. Separately identifiable attachments added to the Project by the District shall remain the property of the District. At Lessor's request, the District agrees to remove the attachments and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

EXHIBIT C

SUBLEASE PAYMENT SCHEDULE

Sublease Payment No.	Date	Amount	Notes
1	July 1, 2016	313,965	*
2	August 1, 2016	313,965	*
3	September 1, 2016	313,965	*
4	October 3, 2016	313,965	
5	November 1, 2016	313,965	
6	December 1, 2016	313,965	
7	January 3, 2017	313,965	
	December 6, 2016		Substantial Completion of the Improvements
	January 6, 2017		Final Completion of the Improvements
	January 6, 2017		Release of Security Deposit
8	February 1, 2017	91,573	Use and Occupancy by District
9	March 1, 2017	91,573	Use and Occupancy by District
10	April 3, 2017	91,573	Use and Occupancy by District
11	May 1, 2017	91,573	Use and Occupancy by District
12	June 1, 2017	91,573	Use and Occupancy by District
13	July 1, 2017	91,573	Use and Occupancy by District

* Fifty percent of this payment shall be applied to the Security Deposit until 5% of the GMP is retained by the District. The Contractor has the option to pay the District 5% of the GMP as the required Security Deposit, and upon this election, Sublease Payments shall be fully released to Contractor unless otherwise subject to withholding pursuant to the Construction Services Agreement.

GUSTINE HIGH SCHOOL BUILDING L MODERNIZATION PROJECT
SITE LEASE

Between

GUSTINE UNIFIED SCHOOL DISTRICT

and

C T BRAYTON & SONS, INC.

Dated as of _____

GUSTINE HIGH SCHOOL BUILDING L MODERNIZATION PROJECT

SITE LEASE

This SITE LEASE is dated as of _____ and is by and between the **GUSTINE UNIFIED SCHOOL DISTRICT**, a school district duly organized and existing under the laws of the State of California (the "District") as lessor and **C T BRAYTON & SONS, INC.**, a California corporation operating under the laws of the State of California (the "Lessee").

WHEREAS, the District desires to provide for the construction of certain public improvements at GUSTINE HIGH SCHOOL site (the "Project"); and

WHEREAS, the District's governing board has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to construct the Project by leasing to the Lessee land and existing buildings at the **GUSTINE HIGH SCHOOL** site at which the public improvements are to be constructed, as more specifically described in Exhibit "A," (the "Site"), and subleasing from the Lessee the Site and the Project under a Sublease Agreement (the "Sublease") attached hereto as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, the Lessee has conducted Due Diligence of the Site and the Project to determine the suitability of the site, site conditions, utilities, hazardous substances, and other conditions for the construction of the Project (more fully detailed at Article 5 of the Construction Services Agreement); and

WHEREAS, the District is authorized under Section 17406 of the California Education Code to lease the Site and its governing body has duly authorized the execution of this Site Lease; and

WHEREAS, pursuant to this Site Lease, the District and Lessee have agreed to the terms of the Sublease, which is incorporated and attached hereto as Exhibit "B," by which the District will sublease the Site during which term, tenant improvements will be constructed by Lessee followed by the occupancy and use of the constructed improvements by the District. As part of this Site Lease, the District and the Lessee have agreed to terms by which the Lessee will perform construction improvements on the Site during the term of the Sublease according to the terms of the Construction Services Agreement ("Construction Services Agreement"), which is incorporated and attached to the Site Lease as Exhibit "C," to ensure that the improvements will meet the District's expectations; and

WHEREAS, upon completion of the improvements further described in the Construction Services Agreement, the District shall have sole occupancy of the Site for the term described in the Sublease and shall pay rent to Lessee in accordance with the Sublease Payment Schedule attached to the Sublease.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, District and Lessee agree as follows:

- I. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Article shall, for all purposes of this lease, have the meanings as herein specified.
 - A. **"Commencement Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with the Construction Services Agreement.
 - B. **"Construction Services Agreement" (CSA)** means the Construction Services Agreement, together with any duly authorized and executed amendments hereto.
 - C. **"Construction Documents"** consist of the Plans and Specifications approved by DSA under Application Number 02-114768, File Number 24-H2, Allowances stipulated in the Contract Documents, and all Addenda, if any, issued prior to the entry into this Agreement. The Construction Documents shall include all Modifications generated after the Effective Date in

accordance with the Contract Documents, including, without limitation, a written amendment to the Contract signed by the Contractor and duly executed and approved by the District, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.

- D. **“Contract Documents”** means those documents which form the entire Contract by and between District and Contractor. As of the effective date of the Lease and Sublease, the Contract Documents consist of the Lease, the Sublease, any General, Supplementary and other Conditions, the Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Contractor, do not create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor, and are not intended to and do not create any third party beneficiary. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties. (See Article 14 of the CSA).
- E. **“Day”** means a calendar day unless specifically designated as a business day.
- F. **“District”** means the **GUSTINE UNIFIED SCHOOL DISTRICT**, a school district duly organized and existing under the laws of the State of California.
- G. **“Effective Date”** is the latter of the date upon which the District Board approves the Site Lease and the Sublease and Contractor has executed the Site Lease and Sublease.
- H. **“Lessee”** shall mean **C T BRAYTON & SONS, INC.**, and its successors and assigns.
- I. **“Project”** means the tenant improvements and related work to be constructed and installed by the Contractor, as part of this Site Lease and in accordance with the Construction Services Agreement attached hereto as Exhibit “C”.
- J. **“Site”** refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work, more particularly described in Exhibit “A” attached hereto.
- K. **“Site Lease” or “Lease”** means this Site Lease together with any duly authorized and executed amendment hereto under which the District leases the Site to the Lessee.
- L. **“Sublease”** means the Sublease attached hereto and incorporated as Exhibit “B”, together with any duly authorized and executed amendment thereto.
- M. **“Sublease Payment”** means any payment required to be made by the District pursuant to Article 7 of the Sublease.
- N. **“Sublease Prepayment”** means any payment required to be made by the District pursuant to Article 21 of the Sublease.
- O. **“Term of this Lease” or “Term”** means the time during which this Lease is in effect, as provided for in Article 3 of this Site Lease.

2. **SITE LEASE.**

The District leases to the Lessee, and the Lessee leases from the District, on the terms and conditions set forth herein, the Site situated in the City of **Gustine**, County of **Merced**, State of California, more specifically described in Exhibit "A" attached hereto, including any real property improvements now or hereafter affixed thereto. During the Term of this Site Lease, Lessee shall have a leasehold interest in the Site described herein and in Exhibit "A".

3. **TERM.**

The Term of this Site Lease shall become effective upon the authorized execution of this Site Lease and upon completion of Lessee's Due Diligence with regard to the Site and issuance of a Notice to Proceed. The Term of this Site Lease shall terminate as of the last day of the Sublease, unless sooner terminated as provided thereby. If on the scheduled date of termination of this Site Lease, Sublease Payments shall have therefore been abated at any time and for any reason, then the Term of this Site Lease shall be subject to a Liquidated Damages cost as set forth in Article 3.7 of the Construction Services Agreement and the Site Lease shall be extended at least until the date upon which all such Sublease Payments shall be fully paid. Without limiting any other term or provision of the Sublease Agreement or Construction Services Agreement between the parties, at the termination of this Site Lease, natural or otherwise, title to the Site, and any improvements constructed thereon by the Lessee, shall vest in the District in accordance with Education Code section 17406.

4. **REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE DISTRICT.** The District represents, covenants and warrants to the Lessee that:

- A. The District has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;
- B. There are no liens on the Site other than Permitted Encumbrances;
- C. All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;
- D. The Site is properly zoned (or subject to an exception from zoning) for the intended purpose and utilization of the Site ;
- E. The District is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;
- F. Except for Validation Actions concerning the Project, there is no litigation of any kind currently pending or threatened regarding the Site or the District's use of the Site for the purposes contemplated by this Site Lease;
- G. To the best of the District's knowledge, except for that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed:
 - (1) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations", and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant

or contaminant which would subject the owner of the Site or the Lessee or the Lessee's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances", are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site;

- (2) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment;
- (3) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station;
- (4) no underground storage tank is now located in the Site or has previously been located therein;
- (5) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances;
- (6) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (1) above;
- (7) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site;
- (8) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and
- (9) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release-of any Hazardous Substance.

H. To the extent permitted by law, the District shall not abandon the Site for the use for which it is currently required by the District and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Site Lease.

I. The term "Permitted Encumbrances" as used herein shall mean, as of any particular time:

- (1) liens for general ad valorem taxes and assessments, if any, not then delinquent;
- (2) this Site Lease; the Sublease; any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law; easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site;

- (3) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which the Lessee and the District consent in writing which will not impair or impede the operation of the Site.

5. **REPRESENTATIONS AND WARRANTIES OF THE LESSEE.** The Lessee represents and warrants to the District that:

- A. The Lessee is duly organized in the State of California, and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. The Lessee has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease has been duly authorized by all necessary corporate actions on the part of the Lessee and does not require any further approvals or consents;
- C. Execution, delivery and performance of this Site Lease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Lessee is a party or by which it or its property is bound;
- D. There is no pending or, to the best knowledge of the Lessee, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Lessee to perform its obligations under this Site Lease; and

6. **RENTAL.**

The Lessee shall pay to the District as and for advance rental hereunder \$1.00 per year or part thereof, or the aggregate sum of \$1.00, on or before the date of commencement of the Term of this Site Lease. The Lessee shall have no obligation to make rental payments hereunder in the event the Commencement Date of this Site Lease does not occur as a result of the District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of the Construction Services Agreement.

7. **PURPOSE.**

The Lessee shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and the Project to the District; provided, that upon the occurrence of an Event of Default by the District under the Sublease, the Lessee may exercise the remedies provided for in the Construction Services Agreement or the Sublease.

8. **TERMINATION.** The Lessee agrees, upon termination of this Site Lease or the end of the Term of this Site Lease:

- A. To quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the Term hereunder, reasonable wear and tear excepted;
- B. To release and reconvey to the District any liens and encumbrances created or caused by the Lessee; and
- C. That any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Notwithstanding the District's foregoing rights in the event of termination, the Lessee shall retain the right to full compensation for all services rendered prior to the termination if such amount is less than the total of any Sublease Payments made by the District up to the time of termination, including all rights they have under the Construction Services Agreement and the Sublease as well as all recourse provided by California law including common law, for the value of the work performed on the Site and/or the Project.

- D. In order to protect the District and the Contractor from legal challenges to the lease-leaseback arrangement undertaken pursuant to this Site Lease, the Construction Services Agreement, and the Sub Lease, the Parties agree that either Party may unilaterally terminate these agreements within the timeline set forth below, without consequence. Should a timely action be brought under California Code of Civil Procedure section 860 *et seq.* challenging the validity of this agreement, either party may choose to terminate these agreements, without consequence. A party's option to terminate under this provision may be exercised at any time by either party upon the filing of a timely action brought under California Code of Civil Procedure section 860 *et seq.*, through ten (10) calendar days following the court's entry of a final judgment in such action.

In the event the Construction Services Agreement is terminated pursuant to the provisions therein, this Site Lease shall immediately terminate.

9. **QUIET ENJOYMENT.**

Subject to the terms of the Sublease attached hereto as Exhibit "B", the District covenants and agrees that it will not take any action to prevent the Lessee's quiet enjoyment of the Site during the Term hereof; and, that in the event District's fee title to the Site is ever challenged so as to interfere with the Lessee's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend the Lessee's right to occupy, use, and enjoy the Site. The District, however, retains the right, throughout the Site Lease Term, to use the Site for District purposes, pursuant to the terms of the Sublease.

10. **NO LIENS.**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the Term of this Site Lease, without the written consent of the Lessee. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

11. **RIGHT OF ENTRY.**

The District reserves the right for any of its duly authorized representatives to use the Project during the Term of this Site Lease or Sublease and enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with the Lessee's operations on the Project.

12. **ASSIGNMENT AND SUBLEASING.**

The Lessee will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

13. **NO WASTE.**

The Lessee agrees that at all times that it is in possession of the Site it will not commit suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

14. **DEFAULT.**

In the event the Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of the Construction Services Agreement and this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Lessee, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

15. **TITLE.**

During the Term of this Site Lease, the District shall hold title to the Site and obtain title to the Project from the Lessee, including any and all additions which comprise improvements, fixtures, repairs, replacements or modifications, upon the end of the Term of this Site Lease.

16. **EMINENT DOMAIN.**

In the event the whole or any part of the Site or the improvements thereon, including but not limited to the Project, is taken by eminent domain, the financial interest of the Lessee shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due, the next succeeding Sublease Payment and the purchase option price as set forth in Article 21 of the Sublease less any unearned interest as of the date the Lessee receives payment in full. The balance of the award in such eminent domain action, if any, shall be paid to the District.

17. **TAXES.**

The terms of this Site Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Lessee that: (i) the property interest obtained by Lessee pursuant to the Site Lease may be subject to property taxation; and (ii) Lessee may be subject to the payment of property taxes levied on the property interest obtained by Lessee.

18. **LIQUIDATED DAMAGES.**

Pursuant to Lessee's Due Diligence, as further described in Article 5 of the Construction Services Agreement, Lessee has determined the Term of this Site Lease which shall extend at least until the Punch List is completed under Article 13 of the Construction Services Agreement. Pursuant to the Construction Services Agreement, Liquidated Damages shall apply if the Contract Time is exceeded.

19. **PARTIAL INVALIDITY.**

If any one or more of the terms, covenants or conditions or this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the

remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

20. **NOTICES.**

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail to the respective addresses given below. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by email, or fax followed by regular mail, addressed as follows:

If to Lessee: **C T Brayton & Sons, Inc.
P O Box 95
Escalon, CA 95320
Attn: Robert Brayton**

If to District: **GUSTINE UNIFIED SCHOOL DISTRICT
1500 Meredith Ave
Gustine, CA 95322
Attn: Superintendent**

21. **BINDING EFFECT.**

This Site Lease shall inure to the benefit of and shall be binding upon the District, the Lessee and its respective successors in interest and assigns.

22. **AMENDMENTS AND MODIFICATIONS.**

This Site Lease shall not be effectively amended, changed, modified, altered or terminated without the written agreement of the District and the Lessee.

23. **EXECUTION IN COUNTERPARTS.**

This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

24. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Site Lease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Site Lease, the action shall be brought in a state court situated in the County of Merced, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

25. **INTEGRATION/MODIFICATION.**

This Site Lease represents the entire understanding of the District and Lessee as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises

or representations with respect to those matters covered herein and shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

26. **HEADINGS.**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

27. **TIME.**

Time is of the essence in this Site Lease and each and all of its provisions.

28. **TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.**

In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Site Lease shall immediately terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the day and year first written above.

**GUSTINE UNIFIED SCHOOL
DISTRICT
"DISTRICT"**

**C T BRAYTON & SONS, INC.
"LESSEE"**

BY: _____
Bill Morones, Superintendent

BY: _____
Robert M. Brayton, President

Exhibit A
Description of site

Leased Area: Gustine High School Campus, Building L (Locker Rooms)

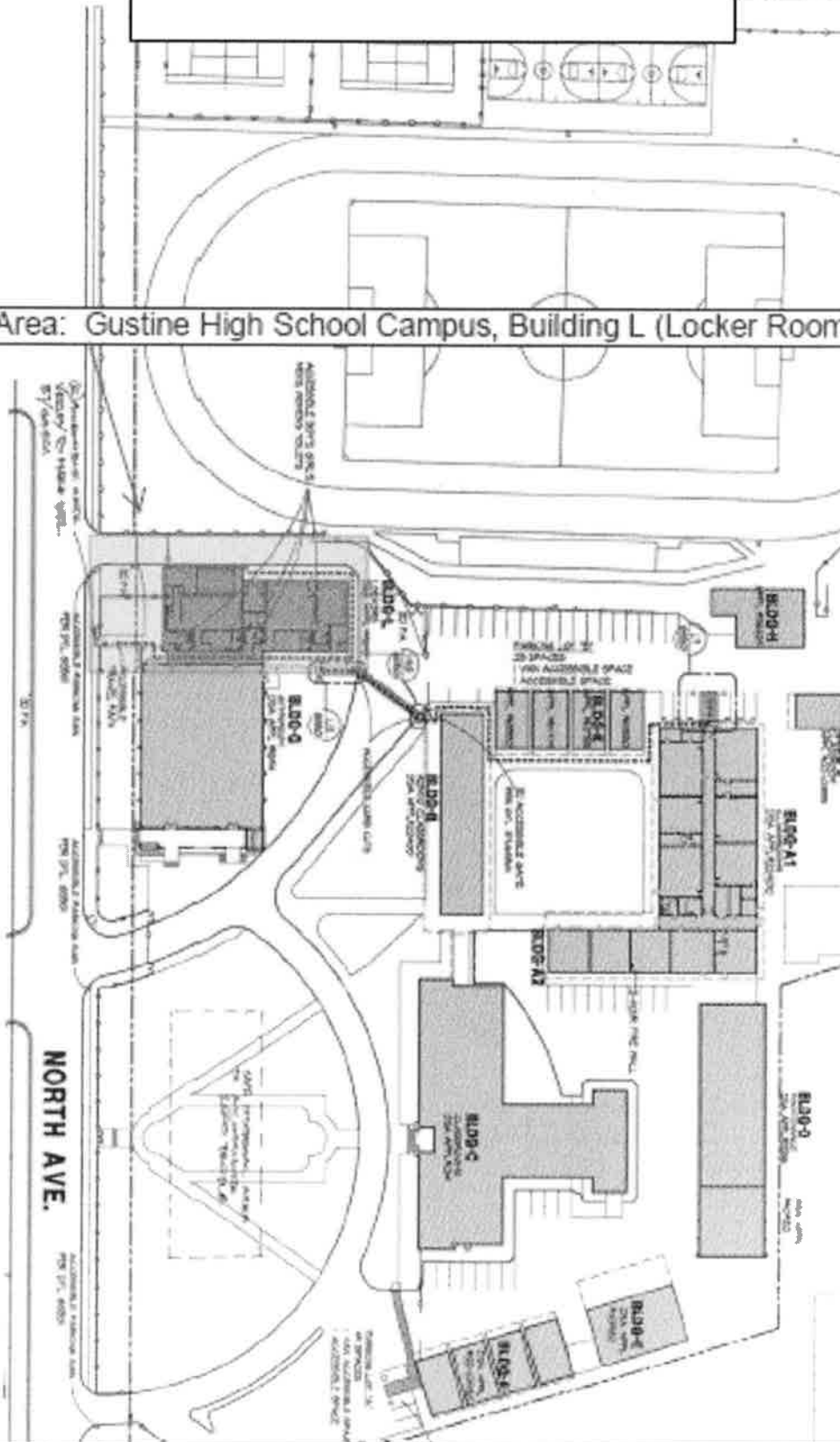


EXHIBIT "B"

SUBLEASE

EXHIBIT "C"
CONSTRUCTION SERVICES AGREEMENT

**GUSTINE HIGH SCHOOL BUILDING L MODERNIZATION PROJECT
CONSTRUCTION SERVICES AGREEMENT**

Between

GUSTINE UNIFIED SCHOOL DISTRICT

and

C T BRAYTON & SONS, INC.

Dated as of _____

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GUSTINE HIGH SCHOOL BUILDING L MODERNIZATION PROJECT
CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement is made as of _____, by and between the GUSTINE UNIFIED SCHOOL DISTRICT, a California School District organized and existing under the laws of the State of California (hereinafter called the "District"), and C T BRAYTON & SONS, INC., a California corporation operating under the laws of the State of California ("Contractor").

General intent of agreement:

WHEREAS, the District entered into an agreement with CALIFORNIA DESIGN WEST ARCHITECTS (the "Architect") to provide architectural services for the District for the purpose of developing Construction Documents for the construction of tenant improvements at GUSTINE HIGH SCHOOL site (the "Project").

1. GENERAL INTENT

- 1.1 The Board of Education has reviewed the different methodologies available to deliver a public works project and has carefully considered the options of competitive bid to a general contractor who would be responsible for the entire project, a construction management managed multi-prime trade contract project, an at-risk construction management contract, turn-key delivery by another public entity or delivered by another public entity through a joint use project, but have through Board action and independent staff and Board review determined that there are benefits and detriments to each delivery method.
- 1.2 The Board of Education has also reviewed the lease-leaseback methodology under California Education Code section 17406 which permits the governing board of a school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district, during the term of the lease, and provides that title to that building shall vest in the school district prior to or at the expiration of the lease.
- 1.3 As part of the Board of Education's consideration of the possible methods of delivery, the Board has also reviewed available information from the Coalition of Adequate School Housing materials on delivery methods, California School Board Association, California Association of School Business Officials, Office of Public School Construction Meeting Minutes and SAB Implementation Committee meeting minutes and considered the benefits and detriments of the lease-leaseback delivery method.
- 1.4 Further, the Board of Education understands that unique to the lease-leaseback delivery method, the lease-leaseback Contractor will not only be undertaking the traditional due diligence of investigating existing Project related information, documents and the Project site, but now included as part of the Contractor's "Due Diligence" as part of this lease-leaseback delivery method, the Contractor will be performing a review of the Construction Documents to visualize conflicts that may have not been located by the Architect as part of the Architect's constructability review when the Construction Documents were being prepared.
- 1.5 The Board of Education in its consideration of the substantial evidence that is available to the District staff and through the Board's own research has determined that this ability to work between the Contractor and the Architect to resolve a greater percentage of construction claims that would ordinarily arise through any of the other delivery methods addressed in Article 1.1 above also provides the ability of the Contractor to determine the likely level of errors and omissions, and provides a Guaranteed Maximum Price for the Project based on the Contractor's Due Diligence. The unique ability to determine with certainty the budget numbers for the Project provides this

Board of Education the ability to not only ensure that the District is best serving the community and its school children, but also provides the ability to focus resources towards future and simultaneous projects that could not be undertaken during any of the other delivery methods since a sizable contingency needs to be set aside for potential claims, litigation, arbitration, mediation, and delays that could jeopardize the ability to plan for occupancy of the building or the possibility of having to spend significant resources to procure alternative facilities.

- 1.6 As part of this lease-leaseback Construction Services Agreement, a site lease with Contractor (the "Site Lease"), for the Project has been entered into and attached as Exhibits to the Site Lease is a description of the site (the "Site") in order for Contractor to construct improvements to this existing school Site under the possessory interest of a lease with a greater degree of control over the overall Project, including ability to coordinate Site related items such as utilities, ability to insure both the Project and the Site against a broader range of risks, and greater primary control and oversight over Subcontractors and suppliers for the Project as the lessee of the Site.
- 1.7 In addition, the Contractor subleases the constructed portions of the Site and the Project back to the District pursuant to a Sublease Agreement (the "Sublease") under which the District will be required to make Sublease Payments as described therein; and
- 1.8 It is agreed that upon the expiration of the Site Lease and Sublease, title to the Project shall vest in the District; and
- 1.9 Contractor represents that Contractor is uniquely experienced in Construction of public schools and community colleges including, but not limited to, the specific requirements and regulations of the Field Act as administered by the Division of State Architect, working with the Division of State Architect, Office of Public School Construction, California Department of Education and work with the various applicable other State and local agencies that have jurisdiction over the Project, is duly licensed as a contractor in the State of California, and is prepared to analyze, synthesize and efficiently perform construction work for the District as more fully set forth in this Agreement
- 1.10 Contractor has thoroughly Due Diligence as defined in Articles 4 and 5 to establish a Guaranteed Maximum Price for the Project (which may include an Errors and Omissions Contingency and a Construction Contingency for Contractor's own errors and omissions) that will not be exceeded. Contractor has investigated the site conditions and reviewed the Construction Documents to establish that there are no known problems with respect to the site conditions or the Construction Documents and that Contractor can and will construct the Project for the Guaranteed Maximum Price as set forth in Article 3 and defined in Article 5 of this Construction Services Agreement, and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known site conditions, extensions on the Lease beyond the Lease period or any requests, except for such additional compensation provided for herein based upon unforeseen conditions and/or errors or omissions contained within the plans and specification or Construction Documents.
- 1.11 Since the Contractor has entered into a negotiated Lease and is performing this Construction Services Agreement as the Lessee of the Premises, Contractor understands and agrees that:
 - 1.11.1 Public Contract Code Section 4100 et seq. addressing subcontractor listing shall not apply. However, the District is requiring an open book accounting and the public selection of Subcontractors pursuant to Article 6.3 of this Agreement.
 - 1.11.2 Public Contract Code Section 20111 addressing competitive bidding do not apply to the Project pursuant to the specific language of Education Code Section 17406 which states "...the governing board of a school district, without advertising for bids, may let, for a minimum rental of one dollar (\$1) a year, to any person, firm, or corporation any real property that belongs to the district if the instrument by which such property is let requires the lessee therein to construct on the demised premises, or provide for

construction thereon of, a building or buildings for the use of the school district during the term thereof..."

- 1.11.3 Public Contract Code Section 3400 addressing proprietary specifications does not apply since the Contractor has entered into a negotiated Lease pursuant to which is obligated to build the Project. The Contractor agrees and acknowledges that it has had great opportunity throughout the Due Diligence process and negotiation of the Lease and related agreements to propose any changes or substitutions, and warranties that it shall propose no further changes or substitutions pursuant to Public Contract Code Section 3400. Substitutions and Value Engineering are allowed to address cost savings and to more efficiently build the Project at Articles 5.3 and 16.
- 1.11.4 Public Contract Code Section 7201 addressing reduction of retention to 5% unless a project is sufficiently complex does not apply. Given the fact that the Project is a leased premise and payments made are lease payments for tenant improvements which are being leased back to the District, the 10% withheld is the District's "Security Deposit" for the lease to ensure that the premises that a constructed are not damaged, are turned over in a complete and habitable condition and that the Contractor complies with the terms of the Site Lease.
- 1.11.5 Due to the fact that the Contractor is financing construction of the tenant improvements at the Site, Public Contract Code Section 7107 addressing release of retention payments and penalties for failure to release retention payments within the specified time periods do not apply to the 10% Security Deposit funds.
- 1.11.6 As this Project is not being competitively bid and since the District will not be withholding any retention, the requirements in Public Contract Code section 22300 shall not apply.
- 1.11.7 In order to protect the District and the Contractor from legal challenges to the lease-leaseback arrangement undertaken pursuant to this Construction Services Agreement, the Site Lease and Sub Lease, the Parties agree that either Party may unilaterally terminate these agreements within the timeline set forth below, without consequence. Should a timely action be brought under California Code of Civil Procedure section 860 *et seq.* challenging the validity of this agreement, either party may choose to terminate these agreements, without consequence. A party's option to terminate under this provision may be exercised at any time by either party upon the filing of a timely action brought under California Code of Civil Procedure section 860 *et seq.*, through ten (10) calendar days following the court's entry of a final judgment in such action.

2. TITLE 24 RESPONSIBILITIES – GENERAL INTENT OF THE CSA

Contractor accepts the contractual relationship established between it and District by this Construction Services Agreement, and Contractor covenants with District to furnish reasonable skill and judgment in constructing the Project as set forth in the Construction Documents, as defined in Article 4 for the Project which are described and/or set forth herein as Exhibit "A." Contractor agrees to furnish efficient business administration, coordination review of the Construction Documents, coordination of the work of the Subcontractors and vendors and superintendence to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Construction Services Agreement and Construction Documents as defined in Article 14, below.

- 2.1 **Title 24 Responsibilities.** The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work in conformance with the Contract Documents. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations

and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

- 2.1.1 *Responsibilities.* It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Construction Documents. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.
- 2.1.2 *Performance of the Work.* The Contractor shall carefully study the approved Construction Documents and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved Construction Documents, the Contractor shall correct the Work immediately.
- 2.1.3 *Inconsistencies.* All inconsistencies or timing or sequences which appear to be in error in the Construction Documents shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved plans, specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)
- 2.1.4 *Verified Reports.* The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 13.16), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.
- 2.1.5 *Reporting Requirements.* Contractor shall fully comply with any and all reporting requirements of Education Code Sections 17315, et seq., in the manner prescribed by Title 24, as applicable.
- 2.1.6 *Contractor Responsibility.* The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.
- 2.1.7 *All Work is performed Under the Direction of Inspector.* Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)
- 2.1.8 *Contractor to Establish Timing and Protocol with Inspector.* Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically gives the Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.
- 2.1.9 *Conformance with Approved Submittals.* This conformance includes performing all Work only in conformance with approved Submittals, Shop Drawings, and Samples or the Inspector may be required to issue a DSA Form 154 Notice of Deviation from approved DSA Contract Documents.
- 2.1.10 *Incremental Assemblies.* For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be

constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13 item 2.1.10 for further discussion.

2.1.11 *Coordination with Outside Contractors.* If any of the Work for the Project is known to include Work performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule.

3. CONTRACT INFORMATION

3.1 District: GUSTINE UNIFIED SCHOOL DISTRICT

3.2 Notices: Russell Hazan, Director of Facilities & Maintenance
e-mail: rhazan@gustineusd.org

3.3 Contractor: C T BRAYTON & SONS, INC.

3.4 Notices:

If to Contractor: C T Brayton & Sons, Inc.
P O Box 95, Escalon, CA 95320
Attn: Robert Brayton

If to District: Gustine Unified School District
1500 Meredith Ave, Gustine, CA 95322
Attn: Superintendent

3.5 The following are established through Contractor's review of the Program, Contract Documents and through Contractor's Due Diligence prior to entering into this Agreement:

3.6 Contract Time is Two Hundred Ten (210) Days, which includes five (5) days for Inclement Weather (Rain Days) and five (5) days for Governmental Delay Float (See Article 9.2).

3.7 Liquidated Damages for overstaying Lease (Art. 18) is \$500.00 per calendar day.

3.8 Guaranteed Maximum Price (Art. 5) is Two Million Seven Hundred Forty-Seven Thousand One Hundred Ninety-Three Dollars (\$2,747,193.00).

3.8.1 Construction Contingency (within GMP) is One Hundred Thirty-Seven Thousand Four Hundred Sixty-Two Dollars (\$137,462.00)

3.9 The Contractor's fee for this Project is Five percent (5%) and is included in the GMP.

4. DEFINITIONS

- 4.1 Action of the Governing Board is a vote of a majority of the District's Governing Board.
- 4.2 Allowances are separate from the Unforeseen Allowance and means budgets established for specific scopes of the Work which cannot be fully defined in the Construction Documents at the time that the GMP is established. Allowances may only be drawn upon pursuant to a Change Order issued pursuant to Article 17. In the event that an Allowance is included, the Contractor shall provide all services, work, labor and materials reasonably implicit in the description of the Allowance for the amount stated for the Allowance, all in accordance with the Construction Documents. Contractor acknowledges and agrees that it has had ample time and consideration to fully assess any Allowance(s) and to negotiate the description and amount of the Allowance(s), such that Contractor fully accepts and shall bear the entire risk and responsibility of providing all services, work, labor and materials required for the Allowance(s) under this Agreement. Expenditures from the GMP will either arise from Construction Contingency or Errors and Omissions Contingency and shall be submitted pursuant to Article 17 addressing Change Orders. The amount of the Change Order shall reflect the difference between actual costs approved by the District and the allowance amounts established in the GMP.
- 4.3 As-Builts are a set of Construction Documents maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Pay Application and a requirement for Contract Close-Out. See Article 13.14.
- 4.4 Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the drawings and specifications for the Project.
- 4.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use. Basic requirements are the building is safe, at or near Substantial Completion, and all life safety is operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if life safety items are not operational. Taking occupancy on a structure that is under a fire watch is not considered Beneficial Occupancy.
- 4.6 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. See Article 20.
- 4.7 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). See Article 13.16.
- 4.8 Commencement Date shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Article 4.28 of this Construction Services Agreement.
- 4.9 Complete/ Final Completion means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, successful testing, startup and satisfactory operation of the Project as a total unit has been accomplished in substantial conformance with the Contract Documents, the Project is completed, all Work has ceased on the Project and the Project

has been accepted by the District's Board. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy or Substantial Completion does not mean the Work is Complete.

- 4.10 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project.
- 4.11 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Construction Documents. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required). See Article 17.4.
- 4.12 Construction Services Agreement (CSA) means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
- 4.13 Construction or Construction Services means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Contract Documents.
- 4.14 Construction Costs means any and all costs incurred by the Contractor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, security of the Site and Project, Contractors' overhead and supervision at the Project Site, all costs and expenses including any taxes or insurance premiums paid by the Contractor with respect to the Property, and administrative and other expenses necessary or incident to the Project, excluding Contractors' and Developers' home office overhead and profit. The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional Plans and/or Specifications for Contractor's Subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.
- 4.15 Construction Documents comprise the Plans and Specifications approved by DSA under Application Number 02-114768, File Number 24-H2, Allowances stipulated in the Contract Documents, and all Addenda, if any, issued prior to the entry into this Agreement. The Construction Documents shall include all Modifications generated after the Effective Date in accordance with the Contract Documents, including, without limitation, a written amendment to the Contract signed by the Contractor and duly executed and approved by the District, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.
- 4.16 Contract Documents means those documents which form the entire Contract by and between District and Contractor. The Contract Documents consist of the General, Supplementary and other Conditions, this Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Contractor, do not create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor, and are not intended to and do not create any third party beneficiary. The Architect shall, however, be entitled to

performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

- 4.17 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Contractor has to Complete the Project". See Article 9.
- 4.18 Day means a calendar day unless specifically designated as a business day.
- 4.19 Drawings or Plans are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.
- 4.20 Due Diligence is the review and analysis of geotechnical reports, surveys, and site investigations provided by the District and synthesizing of information utilized to determine the components of the GMP. Requirements for Due Diligence are further addressed at Article 5.
- 4.21 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved plans, specifications, Addenda, and Change Orders (inclusive of approved CCD's and ICD's issued by the District pending CCD approval). The DSA website is at <http://www.dgs.ca.gov/dsa>.
- 4.22 Effective Date is the latter of the date upon which the District Board approves the Site Lease and the Sublease and Contractor has executed the Site Lease and Sublease
- 4.23 Float the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. See Article 9.2.
- 4.24 Immediate Change Directive (ICD) is a written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. See Article 17.4.1.2
- 4.25 Inspector of Record (IOR) or Project Inspector (PI) is the individual retained by the District in accordance with Title 24 of the California Code of Regulations who will be assigned to the Project
- 4.26 Guaranteed Maximum Price or GMP means the Guaranteed Maximum Price established pursuant to Article 5 to be paid to Contractor for Contractor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Article 17.
- 4.27 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. See Article 17.2.
- 4.28 Notice to Proceed. After execution of this Construction Services Agreement and the Site Lease(s) and Sublease(s) between the parties, the District shall issue a notice to the Contractor to proceed with the Project ("Notice to Proceed"), which Notice to Proceed shall include the date upon which commencement for the Project shall commence.
- 4.29 Plans are that portion of the Construction Documents consisting of the drawings and other pictorial or other graphic expression of requirements for the work of improvement to be completed by

Contractor, including, without limitation, services, work, material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

- 4.30 Project means the tenant improvements to be constructed and installed by the Contractor, as more particularly described and/or referenced in Exhibit "A" attached hereto.
- 4.31 Provide shall include "provide complete in place," that is "furnish and install complete."
- 4.32 Punch List is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of a scheduled applicable Sublease Payment is dependent upon the proper completion of the Punch List. See Article 13.16 and Article 29.
- 4.33 Request for Information (RFI) is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.
- 4.34 Schedule is the Contractor's view of the practical way in which the Work will be accomplished. In this Agreement there is a requirement for a Baseline Schedule and regular Schedule Updates that show all Work to be completed during the Contract Time and shall include all items listed under Article 9.3.
- 4.35 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the District. This Schedule of Values shall adequately detail the price for the Work so that the status of the construction of any improvements can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and District. (See Article 13.12)
- 4.36 Security Deposit is an amount equal to ten percent (5%) of the GMP to be held by the District until 30 days after Final Completion of the Project and the recordation of the Notice of Completion. The Security Deposit can be used by the District address any allowed withholding under applicable law or as set forth in the Contract Documents.
- 4.37 Separate Contracts are Contracts that the District may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. See Article 32.
- 4.38 Site refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.
- 4.39 Site Lease and/or Lease means the Site Lease(s) of even date herewith, by and between the District and the Contractor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Contractor.
- 4.40 Specifications are that portion of the Construction Documents consisting of the written requirements for the work of improvement to be completed by Contractor, including, without limitation, services, work, material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.
- 4.41 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.

- 4.42 Stop Work Order, or an Order to Comply is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Project Inspector, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code Section 17307.5(b) and Education Code Section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order
- 4.43 Subcontractor means any person or entity, including trade contractors, who have a contract with Contractor to perform any work or supply materials for the Project.
- 4.44 Sublease(s) means the Sublease(s) of even date herewith by and between the District and Contractor together with any duly authorized and executed amendment hereto under which the District subleases the Site from the Contractor.
- 4.45 Sublease Payment means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- 4.46 Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 13.16); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use.
- 4.47 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. Specific requirements for substitutions are set forth at Article 16.
- 4.48 Unforeseen Allowance means the budget established for hazardous substances and underground or concealed conditions that differ from representations in the Contract Documents or Due Diligence Documents and meet the requirements under Article 13.15.5 and 18.4. The Unforeseen Allowance may also include other costs as allocated in the District's sole and absolute discretion related to the Project. The District, in its sole and absolute discretion, may use the District Contingency to fund any costs allowed under the Unforeseen Allowance. Any funds remaining in the Unforeseen Allowance at the completion of the Project shall remain unspent and allocated to the District as the District sees fit to use.
- 4.49 Work shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include extension of Contractor's obligations to Subcontractor to perform Subcontractor Due Diligence including, but not limited to, visiting the Site of the proposed Work (a continuing obligation after the commencement of the Work), fully acquainting and familiarizing itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents.
- 4.50 Workers include laborers, workers, and mechanics.

5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP"

- 5.1 Guaranteed Maximum Price (GMP) is the amount agreed upon between the District and Contractor that shall not be exceeded for the Construction of the Project within the Contract Time based on

Contractor's thorough review of the Contract Documents, Due Diligence in investigation of all aspects of the Project. A Construction Contingency (Article 5.2.1) is contained within the GMP. Costs that are outside of the GMP shall be as follows:

- 5.1.1 Owner requested additional work (See Article 8) to be paid under the District Contingency.
 - 5.1.2 Unforeseen underground soil conditions, unforeseen hazardous materials or unforeseen covered work that meets the requirements of Article 13.15.5 and 18.4 to be paid under the District Contingency.
- 5.2 GMP. As a result of the Due Diligence of Contractor, the GMP for the Project is set forth under Article 3. The GMP is based upon all Due Diligence performed, the approved Construction Documents, and all other Contract Documents existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or Master Budget, totaling the GMP is attached hereto as Exhibit "B." Furthermore, District and Contractor represent and warrant that the GMP is separate and distinct from the Sublease Payments to be paid by District during the Term. District and Contractor represent and warrant that 1) the total amount of Sublease Payments includes the total rental for the Project, which total does not exceed the fair market value for the Project, 2) said rental amount is separate and distinct from the GMP, and 3) said rental amount shall be paid by the District with District non-local match contribution local funds.

The GMP is an "all inclusive" price for the construction of the Project that is calculated after Due Diligence and shall not be exceeded except as set forth in this Agreement. Contractor has taken on all contingencies and calculated those contingencies out in the form of the Construction Contingency. Contractor specifically agrees that once the Construction Contingency is fully exhausted, that Contractor can and shall Complete the Project pursuant to the terms of this Agreement within the Contract Time. No disputes concerning compensation, extras, or application of Contingencies shall be utilized as grounds to slow down or to stop work. The following two contingencies have been calculated through the Due Diligence of the Contractor and shall be calculated against the contingency amounts based on application of the Change Order language of Article 17.

- 5.2.1 *Construction Contingency*. The Construction Contingency set forth at Article 3.8.1 is for the use of the Contractor, as approved by the District, to pay for miscellaneous work items which are required to complete the Project including to cover trade scope gaps, missed work, areas of damage that may occur between trades during construction, Subcontractor coordination problems, and Contractor coordination errors. The Contractor shall not use the Construction Contingency to pay for costs related to the following: (a) errors or omissions in the Construction Documents; (b) discrepancies with the Construction Documents pertaining to applicable building code requirements; and/or (c) enhancements or additions to the Scope of Work desired by the District. The Contractor shall obtain written approval from the District prior to using the Construction Contingency. The following may be considered, at the District's sole discretion, valid Construction Contingency items: 1) overtime and premium time, 2) costs to address safety items, 3) Contractor coordination issues and errors, 4) scope gaps, 5) trade damage, and 6) for other items requested by the Contractor if approved by the District and in the District's sole discretion. If on Final Completion of the Project, funds are remaining in the Construction Contingency, such funds shall remain unspent and allocated to the District as the District sees fit to use.
- 5.2.2 *Errors and Omissions Contingency*. The Errors and Omissions Contingency is carried within the Construction Contingency. The Errors and Omissions Contingency is calculated based on coordination review of the Construction Documents and

coordination meetings that have been held with the Subcontractors and Architect. Specifically, it is the coordination items that could not be addressed through coordination meetings and a factor determined based on the coordination review that has been performed by Contractor. The Errors and Omissions Contingency is created from Contractor's Due Diligence and based on Contractor's experience on similar projects. As a result, Contractor agrees that Contractor shall not seek to charge District for Errors and Omissions in excess of the Errors and Omissions Contingency. In other words, the Errors and Omissions Contingency is the maximum sum available to compensate the Contractor for Errors and Omissions on the part of the Architect and Architect's Consultants and is the maximum amount that can be charged. Contractor shall bear all costs for Errors and Omissions that exceed the Errors and Omissions Contingency.

Contractor shall notify the District under the Change Order Provisions of the need for such work and specifically identify the Work as Errors and Omissions by submitting to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Contingency within the GMP. Any funds remaining in the Errors and Omissions Contingency at the completion of the Project shall remain unspent and allocated to the District as the District sees fit to use, except for any portions of Savings added to the Errors and Omissions Contingency, which Savings shall be allocated between the parties as provided in Article 7 below.

5.3 Due Diligence

- 5.3.1 *Documents Reviewed.* Contractor has visited the site, entered and evaluated the structures on the site, reviewed all as-built information, environmental reports, Asbestos Hazard Emergency Response Act of 1986 reports applicable to the Project, lead reports, reports on any other hazardous substances, reviewed and observed the current site conditions on the Project. All documents provided and reviewed by the Contractor shall be referred to collectively as the Due Diligence Documents.
- 5.3.2 *Review of Existing Conditions.* Contract must have performed basic confirmation of the As-Built information that exists as part of the Due Diligence process. This basic confirmation shall include:
 - 5.3.3 Confirmation of overall dimensions of major column lines, location of elements where coordination of new construction to existing construction is to occur, confirmation that the rooms noted are located on the drawings, review and confirmation that rooms have not been reconfigured.
 - 5.3.3.1 Confirmation of location for utilities and supporting infrastructure. Contractor shall review the utilities and confirm that the infrastructure from the As-Built and Contract Documents are consistent with the actual As-Built Conditions of the Project site.
 - 5.3.3.2 Confirmation that fire/life safety elements are consistent with expectations of the Contract Documents. Specifically, confirmation of the integrity of one-hour corridors, fire separations, working fire sprinklers, working fire alarms, communications systems, EMS systems, and other systems that are to remain in use and relied upon as part of the anticipated Project.
 - 5.3.3.3 Review of the Environmental Documents (Asbestos, Lead, PCB's, etc.) and general confirmation that the scope of hazardous substances is

consistent with that which is shown on the environmental reports that are provided.

- 5.3.3.4 Confirmation of Working hours and specific conditions which will affect the ability to work. Contractor shall check requirements for the local city and county and confirm working hours and days, testing schedules at the District for days when work shall not occur, other critical days when work cannot occur, mitigation measures in the EIR or Negative Declaration that may affect the ability to Work on the Project. This review shall help Contractor build a working schedule for the Project.
- 5.3.4 *Review of Construction Documents.* Contractor has performed a review of all plans, specifications, addenda, bulletins or other documents provided as the Construction Documents or otherwise mentioned in the Construction Documents. The Contractor has written and submitted RFIs to address potential design issues prior to the GMP development to obtain a comprehensive GMP that addresses design and constructability issues.
- 5.3.5 *Inconsistencies.* All inconsistencies, timing or sequences which appear to be in error in the Construction Documents shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved plans, specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)
- 5.3.6 *Coordination Review.* Contractor shall perform a constructability review of the Construction Documents as part of its Due Diligence to determine the level of Errors and Omissions that should be included in the Errors and Omissions Contingency.
- 5.3.7 *Price Fluctuations.* As part of Contractor's Due Diligence responsibilities, Contractor is required schedule and plan to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost to assure that there will be no delays. Contractor understands that this may be a multi-year contract and that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Contractor vendors or by other means. Contractor further understands and incorporates into Contractor's bid or proposal cost any wage rate increases during the Project for the Contractor's labor force as well as all other subcontractor and vendor labor forces. Contractor also understands the length of the Project schedule and has incorporated an appropriate budget to include labor, material, and equipment escalation costs into the GMP. At no time will the District accept any costs associated with these increases. District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Contractor further has incorporated any and all cost increases in areas of Work where there may be schedule variations so that cost increases are not passed through to the District.
- 5.3.8 *Coordination Review.* Contractor has thoroughly reviewed the plans, specifications, and other Due Diligence Documents and satisfied itself that the Construction Contingency is adequate to complete the Project for the GMP.
- 5.3.9 *Due Diligence Determinations.* Contractor has utilized all the available Due Diligence information to verify that the contingencies are adequate and that the Project can be constructed without exceeding the GMP:
- 5.3.9.1 Construction Contingency. Based on review of the scope of work submitted from each Subcontractor, Contractor's Due Diligence and

review shall be utilized to determine the size of the Construction Contingency to cover unforeseen conditions (other than noted in Article 5.1), cover trade scope gaps, missed work, areas of damage that may occur between trades during construction, Subcontractor coordination problems, Contractor coordination errors, and miscellaneous work items.

- 5.3.9.2 Errors and Omission Contingency. Based on a thorough review of the available Construction Documents and information located pursuant to the Due Diligence performed, a set-aside has been made for an Errors and Omissions Contingency that may be utilized to compensate for construction work to correct Errors and Omissions in the Construction Documents.
- 5.3.9.3 District Contingency (sometimes called Owner Contingency). District Contingency is a sum that is set aside by the District to address any additional services. In the District's sole discretion, design errors or omissions as determined by the District (to the extent the Errors and Omissions Contingency is exhausted) and unforeseen conditions as approved by the District, may be allocated to the District Contingency. Specifics on application of the Owner Contingency are set forth at Article 8.
- 5.3.9.4 Unforeseen Allowance. Unforeseen Allowance is a sum set aside for unforeseen conditions that differ from representations in the Contract Documents or Due Diligence Documents or meet the requirements under Article 13.15.5 and 18.4. The Unforeseen Allowance may also include other costs as allocated in the District's sole and absolute discretion related to the Project.
- 5.3.10 *Schedule.* Contractor's Due Diligence will also be critical to the Contractor's determination of the number of days required to complete the Project. Contractor will determine if the suggested number of days from the District and Architect can be performed and shall also consider whether the Project requires Governmental or Rain day float that exceeds that set forth in Article 9. If Contractor does not note any concerns with the suggested Contract Time, then it is presumed that Contractor is in agreement with the proposed completion date the Contractor, by entering into this Agreement, has determined for itself that the Project Contract Time is realistic, reasonable and includes all required Float under Article 9.

6. OPEN BOOK ACCOUNTING AND SELECTION OF SUBCONTRACTORS

- 6.1 Open Book Accounting. The Contractor's GMP shall be based on actual procured quotes and bids from Subcontractors, vendors, and suppliers or based on estimated costs. In addition, Contractor shall include an estimated overhead and profit line item along with the cost for Contractor supplied labor. This total construction cost, or Base Cost, shall be added to Subcontractor, vendor and supplier contingencies and the Construction Contingency (which includes an Errors and Omissions Contingency) to form the entire GMP. As costs are incurred during the course of the Project, the Job Cost Accounting shall be updated to include actual costs incurred. A report on costs shall be prepared as part of the GMP process and shall be provided on a regular basis to the District.
 - 6.1.1 *Purpose.* While competitive bidding is often viewed as the lowest price, utilizing the lowest bid neither results in the best contractor, efficient construction, or a properly completed product. In some cases, the Project becomes significantly more expensive because competitive bid contractors either don't understand the drawings, aren't qualified to build the Project, or are seeking to utilize the legal process to make money by bringing claims against the District. The lease leaseback methodology provides the

ability to negotiate for the most qualified competent contractor and allow coordination and interaction between the Contractor, Architect and District to alleviate unnecessary problems or areas that would result in claims. However, in exchange for this flexibility and reduction in claims, it is in the District's best interests, as a public entity, to ensure that the Project accounting information is available for review and the financial aspects of the Project can be fully reviewed. Thus, Contractor agrees that all job cost information shall be kept in an "open book" manner, shall show the actual transactions that occurred for the Project and shall be disclosable to the State if State funds are being utilized.

6.1.2 *State Allocation Board Issues.* The Office of Public School Construction, the administering agency for the State Allocation Board, audits the costs for construction under the general authority of Education Code Section 17076.10 and under the specific authority of Regulation Section 1859.100 et seq. governing program accountability audit, material inaccuracy, and expenditure audits. Given the fact the State has approved the lease-leaseback delivery method, and the likelihood that the records of the Project will be audited if there are State Funds involved, a permanent record of all the financial transactions for the construction of the Project shall be available through an Open Book Accounting of the Project expenditures of both hard and soft costs including, but not limited to labor, material and services costs, including the subcontract and material costs that were utilized to build the Project.

6.1.3 *Value Engineering During the Project.* In addition to Value Engineering addressed at Article 7 below, Contractor may have occasion where better pricing can be obtained from Subcontractors or suppliers. This better pricing shall be treated as part of Savings under Article 7.

6.2 Scope Reduction Not Savings. The District at all times shall have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced to contemplate the reduced Scope of Work, pursuant to the provisions of Article 17. To the extent possible, it is the mutual goal of the District and Contractor to maximize the Scope of Work as allowed by the GMP. Reductions in scope are not considered Savings.

6.3 Selection of Subcontractors

6.3.1 In the interest of minimizing the expenditure of funds for the construction of the Project, the Contractor agrees to select appropriately State of California licensed Subcontractors for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from Subcontractors pursuant to the competitive bid procedures set forth in the Public Contract Code, including the specific provisions of Public Contract Code section 20110 et seq., or utilize an informal bidding process established by the Contractor which also incorporates competitive bid procedures. Contractor shall ensure a minimum of three (3) bids are received for each trade package, unless District agrees to an alternate number or waives this requirement for a particular trade or scope of work. Contractor shall require bidding Subcontractors to make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the provisions of Article 6.3.3 below. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by the Contractor and selected bidders. Contractor shall submit a listing of proposed Subcontractors to the District for the District's review but no Project Subcontractor shall be afforded the protections of Public Contract Code section 4100 et seq. In no case will the Contractor award any subcontracts until the District has concurred to the scope and price of the subcontracted services.

- 6.3.2 All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.
- 6.3.3 Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event the Contractor does not comply with this provision, the District may terminate this Construction Services Agreement in accordance with the provisions of Article 19 below.
- 6.3.4 Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required under this Construction Services Agreement. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District. The District is seeking DVBE participation under this Construction Services Agreement. The Contractor must require Subcontractors to make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Their efforts shall be documented on the DVBE Good Faith Effort Form attached as Exhibit C.
- 6.3.5 If applicable, the Contractor and all applicable Subcontractors shall comply with all prequalification requirements under Public Contract Code section 20111.6.

7. SAVINGS AND VALUE ENGINEERING

- 7.1 General Intent. The purpose of Savings is to minimize the expenditure of funds for the construction of the Project on items that exceed the minimum criteria required without a corresponding benefit to the District. The District also wishes to eliminate any excess quality levels or performance criteria provided in the Construction Documents so long as such elimination does not alter the design, aesthetics, safety standards or configuration or space, and does not increase future maintenance and operation costs. The District and the Contractor shall work cooperatively with each other, in good faith, to identify appropriate opportunities to reduce the Project costs and promote Savings. There are two stages when Savings may be generated. They are (1) Value Engineering when establishing the GMP and (2) Savings generated through changes, reductions, or Subcontractor negotiations that may occur after the GMP is established.
- 7.1.1 *Value Engineering* is a review of systems so excess quality, unnecessary design elements, reconfiguration for efficiency, or other changes may be made to reduce the cost of a project. Sometimes, timing and sequences or re-use of materials that are unique to a project or area may generate savings. For example, if export soil is generated on a site which may have a substantial cost for transportation and removal could be sold to offset the costs incurred then a savings may be generated for the Project. Similarly, if concrete is ground, it may be sold for aggregate rather than as demolished construction materials.
- 7.1.2 *Other Savings* generated over the course of the Project through Subcontractor negotiations, replacement of Subcontractors, or through other means shall be calculated as part of the overall costs for the Project as part of the "Open Accounting" of the Project and shall be counted towards Project Savings.
- 7.2 Sharing and Calculation for Return of Savings. If Contractor realizes a Savings on an aspect of the Project, including but not limited to, Value Engineering or other Savings after the GMP is established and after execution of this Construction Services Agreement, such Savings shall be

divided in the following proportion: Seventy Five Percent (75%) of any Savings shall be returned to the District and Twenty Five Percent (25%) of any Savings shall be returned to the Contractor. Calculation of Savings shall be determined by adding all expenses for the Project (excluding Change Orders and Owner and Construction Contingency Expenses), separating out overhead costs and either using the actual overhead costs, or the percentage set for overhead in the Article 5.3, whichever is higher an applying the percentage for profit against the GMP (less Change orders, Owner and Construction Contingency). Any remaining money shall be considered Savings. If the Project expenses exceed the GMP, then there are no Savings for the Project and the GMP shall apply. A separate calculation of whether there are savings associated with Change Orders under the Owner and Construction Contingency may be performed to determine if there are any savings that remain on these areas and applied to the overall savings calculation

- 7.3 Savings Determined Through Audit. District may, at its own costs, have an audit conducted of the Project related job costs to determine Savings as further outlined in Article 21.

8. DISTRICT CONTINGENCY

- 8.1 The District Contingency is an allowance for use by the District that can be used to pay the Contractor to perform additional services (“Additional Services”) not described in this Construction Services Agreement. This District Contingency is outside of the GMP, is not part of the original bond, except to the extent that District contingency is utilized as a Change to the Contract under Article 17, and may be used for Owner requested additions, revisions to the Project, moving furniture or equipment, and other District unforeseen items. Contractor shall provide a cost estimate and a written description of the Additional Services required to perform such work. The District shall set aside a contingency amount outside the GMP, defined at Article 5 (“District Contingency”) in the amount set forth at Article 3, which District Contingency shall be used for such Additional Services. Compensation for such Additional Services shall be negotiated and agreed upon in writing, in advance of Contractor’s performing or contracting for such Additional Services. Nothing in this Construction Services Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such Additional Services or its implementation should a written agreement for such services be executed. Contractor shall not be entitled to compensation for Additional Services required as a result of Contractor’s acts, errors or omissions. Further any Architectural Errors and Omissions shall not come out of District Contingency unless agreed upon in writing by the District in its sole discretion.
- 8.2 Additionally, while District is in no way limited by the manner in which it decides to utilize the District Contingency, said District Contingency shall not be used for any costs associated with errors or omissions in the Construction Documents until such time, if ever, the Errors and Omissions Contingency has been fully exhausted. Any funds remaining in the District Contingency at the completion of the Project shall remain unspent and remain allocated to the District.

9. SCHEDULE

- 9.1 Contract Time: Contractor shall perform and reach Substantial Completion (See Article 4.46) within the time specified in the Agreement. Moreover, Contractor shall proceed on a properly developed and approved CPM Master Baseline Schedule, which represents the Contractor’s view of the practical way in which the Work will be accomplished. Note that Contract Time includes and incorporates all Float and other Baseline inclusions as noted in Article 9.3 and as otherwise specifically noted in Article 9
- 9.2 Float is the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and (3) Project Float. Project Float and Rain Days are owned by the Project and may be utilized as necessary for critical path delays once the days become available for consumption (i.e. the rain day arrives and is not utilized since rain did not occur or Work was performed on the interior of a building). However, Governmental Delay float shall not be utilized

for purposes other than to address critical path delays that arise due to approvals, Inspector approvals or verifications on governmental forms.

9.2.1 *Governmental Delay Float.* Given DSA requirements for submission and approval of CCD's prior to a DSA Form 152 sign off on areas of Work that deviate from approved Construction Documents, and the anticipated delays that may arise from this CCD procedure, no less than ten (10) days per calendar year shall be set aside as Governmental Float to be utilized on critical path delays. A pro-rated number of days shall be calculated based on length of Contract Time. (For example, a two (2) year Contract Time shall require twenty (20) days of Governmental Float. If the Contract Time is 182 days, then the Contract Time shall require five (5) days of Governmental Float) This Governmental Delay float must be incorporated into the schedule and should be incorporated in each critical activity as Contractor deems fit. Specifically, major categories of Work under the DSA 152 (Project Inspection Card) should be allocated Governmental Delay Float at the Contractor's discretion. Governmental Delay Float on the Project may exceed 10 days per one (1) year period, but Contractor is required to include not be less than 10 days of Governmental Delay Float during each one (1) year period.

9.2.2 *Inclement Weather (Rain Days).* Where Contract Time has included an allowance for Inclement Weather or Rain Days, (see Article 3.6), the Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by the National Oceanic and Atmospheric Administration (NOAA) weather data. No less than 22 calendar days for each Calendar year for Southern California. The NOAA weather related days (22 days in Southern California) shall be set aside as float within the Baseline Schedule. Additional days beyond the NOAA shall be considered under the same criteria that weather days are granted below.

9.2.3 *Granting of Days beyond those Anticipated.* A Rain Day shall be granted by Architect or CM if the weather prevents the Contractor from beginning Work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) critical path activity calendar-day extension if there is no available float for the calendar year.

9.2.4 *Project Float* is all remaining float, including extra days included in a particular activity.

9.3 **Inclusions in Baseline.** In addition to Scheduling requirements set forth at Article 9, Contractor is specifically directed to include in Contractor's Baseline Schedule and all Schedule updates that provide for the following items required pursuant to this CSA, including but not limited to:

9.3.1 *Rain Day Float (excluding inclement weather) as required under Article 9.2.2.* For example, if the NOAA provides 22 days of rain days, all 22 days must be incorporated and noted in the schedule. Further, any days required to clean-up or dry out shall be included for operations that are likely to require a clean-up or dry out period. Days that are not utilized shall be considered float owned by the Project.

9.3.2 *Governmental Delay Float under Article 9.2.1.* This Governmental Delay Float shall only be utilized for Governmental Delays and shall not be considered available float owned by the Project. This float shall be distributed to the Project as granted and approved by the District, and shall be used to offset liquidated damages for overstaying the Lease, and shall not generate compensable delays.

- 9.3.3 Submittal and Shop drawing schedule under Article 9.6 and 15.6.
 - 9.3.4 Deferred Approvals under Article 15.3 and 15.6
 - 9.3.5 Time for separate contractors, including furniture installation and start up activities, under Article 32.
 - 9.3.6 Coordination and timing of any drawings, approvals, notifications, permitting, connection, and testing for all utilities for the Project. Article 13.15.2.
 - 9.3.7 Testing, special events, or District activities.
- 9.4 Schedule Updates. Contractor shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items
- 9.4.1 *Listing of Items Causing Delays.* Schedule Updates shall provide a listing of activities which are causing delay in the progress of Work and a narrative shall be provided showing a description of problem areas, anticipated delays, and impacts on the Construction Schedule. Simply stating “District Delay” or “Architect Delay” shall be an inadequate listing.
 - 9.4.2 *Recovery Schedule.* In addition to providing a schedule update every thirty (30) days, the Contractor, shall take the steps necessary to improve Contractor’s progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met within the terms of the Contract. Contractor shall provide a Recovery Schedule showing how Milestones and the Completion Date will be met.
 - 9.4.2.1 Failure to Provide a Recovery Schedule. Shall subject Contractor to the assessment of Liquidated Damages for failure to meet the Contract Time.
- 9.5 Time of the Essence. Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work
- 9.6 Time for Preparing Submittals Must Be Incorporated in Schedule: Contractor shall include Submittals as line items in the Baseline Schedule. Time for preparing and coordinating Submittals shall not delay the Work, Milestones, or the Completion Date, and shall be in conformance with Article 15.6.

10. INSPECTION OF WORK/ INSPECTOR AND ARCHITECT

- 10.1 Inspection of Work/Inspector. The District shall hire its own Division of State Architect Inspector as required by law. District, District’s Representatives, and the Division of the State Architect shall at all times have access to the work whether it is in preparation or progress, and Contractor shall provide proper facilities for such access and for inspection.
- 10.1.1 *General.* One or more Project Inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.
 - 10.1.2 *Inspector’s Duties and DSA Noted Timelines for Inspection.* All Work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the

Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

- 10.1.3 *Electronic Posting.* Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.
- 10.1.4 *Incremental Approvals under PR-13.* Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13. Inspector shall work with Contractor to present incremental approval proposals to DSA.
- 10.1.5 *Inspector's Authority to Reject or Stop Work.* The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.
- 10.1.6 *Inspector's Facilities.* Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector with the temporary facilities as required. More specific requirements for the Inspector facilities may be further described under Division 1 of the Specifications.
- 10.1.7 *Testing Times.* The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work. An advanced timing protocol may be established pursuant to Article 10. If the Contractor is behind Schedule then it is incumbent on the Contractor to provide advance forecast through look ahead of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor pursuant to Article 10.4.
- 10.1.8 *Contractor Is Required to Coordinate Testing and Inspections.* It is the Contractor's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for

special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website. It is the Contractor's responsibility to timely schedule and pay (if applicable) for Special Inspections as to not delay the Project, and any failure or resulting delay is not considered Governmental Delay Float under Article 9.2.1.

10.1.9 *Special Inspection Out of State, Out of Country or Remote from Project.* If Contractor has a Subcontractor or supplier that requires in plant or special inspections or tests that are out of the country, out of state or a distance of more than 200 miles from the Project site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Testing) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.

10.2 **STOP WORK ORDER.** DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Project Inspector, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code Section 17307.5(b) and Education Code Section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order.

10.3 **Inspector's Field Office.** Contractor shall provide for the use of inspector a separate trailer or temporary private office of not less than seventy five square feet of floor area to be located as directed by District and to be maintained until removal is authorized by District. The Office shall be of substantial waterproof construction with adequate natural light and ventilation. Door shall have a key type lock or padlock hasp. The Inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, internet connection, working computer, a fax machine and use of an on-site copier at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, and adequate heat and air conditioning for the field office until authorized removal.

10.4 **RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES**

10.4.1 If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the District may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next scheduled Sublease Payment. A Deductive Change Order shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If a scheduled Sublease Payment then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the

difference to the District. Additional services shall include, but shall not be limited to, the following:

- a) Services made necessary by the default of the Contractor (Article 19 or Article 12.2).
- b) Services made necessary due to the defects or deficiencies in the Work of the Contractor.
- c) Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notices of Non-Compliance (Article 17.2)
- d) Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- e) Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to drawings, specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available). (Article 16)
- f) Services for evaluating and processing Claims or Disputes submitted by the Contractor in connection with the Work outside the established Change Order or Claims or Disputes process.
- g) Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.
- h) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- i) Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, product data, samples, RFI's etc.

11. ARCHITECT

11.1 Architect's Status. In general and where appropriate and applicable, the Architect shall observe the progress and quality of the work on behalf of the District. The Architect shall have the authority to act on behalf of District only to the extent expressly provided in this Construction Services Agreement. After consultation with the Inspector and after using his/her best efforts to consult with the District, the Architect shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Construction Services Agreement. Contractor further acknowledges that the Architect shall be, in the first instance, the judge of the performance of this Construction Services Agreement

11.2 Architect's Decisions. Contractor shall promptly notify District in writing if the Architect fails within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Project.

12. DISTRICT RESPONSIBILITIES

12.1 District Site Representations. District warrants and represents that, District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site. District further

warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit, or otherwise restrict the construction or use of said facility. However, in the event easements for permanent structures or permanent changes in existing facilities are necessary, they shall be secured and paid for by District, unless otherwise specified. Reference is made to the fact that District has provided information on the Site to Contractor. Such information shall not relieve the Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the observable, known or documented conditions under which the work is to be performed.

12.2 Partial Default: District Right to Take Over Work (Two (2) day notice to Cure and Correct). If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide a two (2) business day written notice to cure (a shorter period of time in the case of Emergency or a critical path delay) Contractor's Partial Default in a specific segregated area of work. The District's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:

- a) Failure to supply adequate workers on the entire Project or any part thereof;
- b) Failure to supply a sufficient quantity of materials;
- c) Failure to perform any provision of this Contract;
- d) Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
- e) Cases of bona fide emergency;
- f) Failure to order materials in a timely manner;
- g) Failure to prepare deferred-approval items or Shop Drawings in a timely manner;
- h) Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a Delay to the Critical Path, or Delay the Contract Time;
- i) Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq. (if applicable);
- j) Failure to meet the requirements of the American's with Disabilities Act;
- k) Failure to complete Punch List work;
- l) Failure to proceed on an Immediate Change Directive

12.2.1 *Failure to correct a Notice of Deviation.* If during the two (2) business day period, the Contractor fails to Cure and correct the deficiency noted in the notice of Partial Default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including a Termination for Cause as set forth in Article 19.

12.2.2 *Service of Notice of Partial Default with Right to Cure.* A written notice of Partial Default and right to Cure under Article 12.2 ("Article 12.2 Notice" or "Notice of Partial Default") shall be served by facsimile (with a copy provided by e-mail to the e-mail address provided and copied to the Project Superintendent).

- 12.2.3 *Shortened Time for Partial Default in the Case of Emergencies.* In an Emergency situation, the District may correct any of the deficiencies described in Article 12.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to Cure, if any.
- 12.2.4 *Shortened Time for Partial Default in the Case of Critical Path Delay.* In the case of critical path delay, the District may correct any of the deficiencies described in Article 12.2 without prejudice to other remedies providing service of written notice of Critical Path Delay to the Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the Critical Path and prescribe the length of shortened time to Cure, if any.
- 12.2.5 *Written Notice of Partial Default to be Deducted by Deductive Change Order.* The District shall have the right to determine the reasonable value of the Article 12.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 17.6.

13. CONTRACTOR RESPONSIBILITIES.

- 13.1 **Full Time Supervision.** Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District representative (including CM in the cases where the District has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work shall begin on any day by any Subcontractor or other person on the Project site until the Superintendent has arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing. Contractor shall provide a replacement superintendent approved by the District prior to performing additional work.
- 13.2 **Staff.** Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.
- 13.3 Contractor shall notify District and Architect, in writing, when Contractor desires to change the Project Manager for the Project, and shall provide the information specified above. The new Project Manager cannot serve on the Project until approved by District. District shall have the right, at any time, to direct a change in Contractor's Project Manager if performance is unsatisfactory, as determined by District, in its sole discretion.
- 13.4 Contractor shall give efficient supervision to the work, using its skill and attention and shall cause working drawings and specifications to be prepared and submitted to the District. Following

agreement by Contractor and District with respect to said working drawings and specifications, it shall be Contractor's responsibility to perform the work described in said working drawings and specifications in substantial compliance with the Construction Documents.

- 13.5 Right to Remove. District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.
- 13.6 Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.
- 13.7 Labor and Materials
- 13.7.1 Contractor to Provide. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 13.7.2 Quality. Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other public school construction.
- 13.7.3 Replacement. Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.
- 13.8 Pre-Construction Orientation/Construction Meetings. The Contractor, in conjunction with the District and the Architect, shall conduct pre construction orientation conferences for the benefit of Subcontractors to orient the Subcontractors to the various reporting procedures and site rules prior to the commencement of actual construction. These Pre-Construction meetings shall include coordination of the Subcontractor Work to help reduce Errors and Omissions and Construction Contingency requests and shall incorporate the Constructability Due Diligence review done by Contractor.
- 13.9 Owner Meetings. The Contractor shall conduct construction and progress meetings with District Representatives, and Construction Managers that occur at least weekly and as otherwise requested by the District, to discuss such matters as procedures, progress problems and scheduling. The Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance including Architect, District and Inspector.
- 13.10 Budget/Cash Flow Reports. The Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District on a monthly basis. The Contractor shall provide regular monitoring of the approved estimates of Construction Costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Contractor

shall identify variances between actual and budgeted or estimated costs, and advise the District and the Architect whenever Project costs exceed budgets or estimates. The Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

- 13.11 **Progress Reports.** The Contractor shall record the progress of the Project, and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the Construction Costs as of the date of the report. The Contractor shall also keep a daily log containing a record of weather, Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. The Contractor shall make the log available to the District and the Architect. The District shall be promptly informed of all anticipated delays. In the event that the Contractor determines that a schedule modification is necessary, the Contractor shall promptly submit a revised Schedule for approval by the District
- 13.12 **Schedule of Values.**
- 13.12.1 *Break Down of Schedule of Values.* Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the District. The schedule of values shall include, but not be limited, to Subcontractor costs, the costs for the Submittals, Punch Lists, Commissioning and Start-Up, Close Out Submittals, and As-Builts.
- 13.12.2 *Based on Contractor Costs.* The Schedule of Values shall be based on the costs from Contractor to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.
- 13.12.3 *Largest Dollar Value for Each Line Item.* Identify Subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half (1/2) of one percent (1%) of their Contract Price, whichever is less, or as otherwise approved in writing by the District.
- 13.12.4 *Allowances.* Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.
- 13.12.5 *Labor and Materials Shall Be Separate.* Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.
- 13.12.6 *District Approval Required.* The District shall review all submissions of Schedule of Values received pursuant to this Article in a timely manner. All submissions must be approved by the District.
- 13.13 **Scheduling.** Contractor shall complete the construction pursuant to the CPM Construction as required under Article 9.
- 13.14 **As-Builts.** Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished.

The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

- 13.14.1 *Updates.* Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.
- 13.14.2 *Storage.* The As-Built Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. Failure to maintain and update the As-Built Drawings is a basis to withhold scheduled Sublease Payments pursuant to Article 29.4.
- 13.14.3 *Upon Beneficial Occupancy.* Contractor shall obtain and pay for reproducible plans upon Beneficial Occupancy. Contractor shall deliver Plans to District Representative (Construction Manager if one is hired for the Project).
- 13.14.4 *As-Built at Completion of Work.* On completion of the Work and prior to and as a condition precedent to any release of the Security Deposit, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the District. Contractor shall certify the As-Built as a complete and accurate reflection of the actual construction conditions of the Work by affixing a Stamp indicating the Drawings are As-Built and Certifying Accuracy on the final set of As-Built.
- 13.14.5 *Log of Control and Survey Documentation.* Contractor shall complete and maintain an accurate log or all control and survey documentation for the Project as the Work progresses. All reference and control points shall be recorded on the As-Built drawings. The basis of elevations shall be one of the established benchmarks that must be maintained on the As-Built.
- 13.14.6 *Record Coordinates for Key Items.* Contractor shall record, by coordinates, all utilities on-site with top of pipe elevations, major grade and alignment changes, rim, grate or top of curb and flow line elevations of all drainage structures and sewer manholes. Contractor shall update record information at or near the time when work is occurring in an area and prior to DSA 152 sign off on any category of Work and prior to covering the Work.

13.15 Miscellaneous Obligations of Contractor

- 13.15.1 *District Permit and Other Obligations.* It is expressly understood that the District shall pay the DSA for the DSA inspector, soils testing, DSA fees, special testing, etc. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA requirements or regulations implemented after the date the GMP is established and not reasonably anticipated at the time the GMP is established, Contractor may seek compensation only for the direct cost (without mark up or added fees) of that review, as an additional cost. In the alternative, District may pay such costs directly to DSA. (Offsite costs and additional inspection costs)
- 13.15.2 *Contractor Permit Obligations.* Contractor shall pay for all remaining general building permits and ancillary permits and licenses not paid by District prior to the commencement of this Construction Services Agreement. Contractor shall also be responsible for arranging and overseeing all necessary inspections and tests, including inspections by the DSA, permits and occupancy permits, and ensure compliance with any Federal and State laws. All municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees by

District at least one (1) week in advance of when the payment is due. Contractor may either request reimbursement from District for such fees (at direct cost only), or obtain the funds from District prior to paying such fees.

- 13.15.3 *Protection.* The Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on site and off site.
- 13.15.4 *Nuisance Abatement.* The Contractor shall develop a mutually agreed upon documented program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities on the Site, including procedures to control on site noise, dust, and pollution during construction.
- 13.15.5 *Site Mitigation and Remediation.* Contractor shall be required to undertake Site mitigation or remediation at its sole cost for items identified in the Due Diligence Documents provided to Contractor. For hazardous substances and underground conditions that differ from representations in Contract Documents or Due Diligence Documents, Contractor shall provide notice within five (5) days after the discovery of the occurrence of the unforeseen conditions. If Due Diligence Documents and information provided to Contractor does not provide notice of the unforeseen condition, then the costs for such work shall be added as an extra pursuant to Article 17. Costs shall be allocated to the Unforeseen Allowance. However, to the extent Unforeseen Allowance is exceeded, District may, in its sole and absolute discretion, allocate any costs that exceed the Unforeseen Allowance arising from unforeseen underground conditions and hazardous substances that are not documented in the Construction Documents or in the Due Diligence Documents reviewed to the District Contingency.
- 13.15.6 *Utilities.* The Contractor shall perform and pay for all temporary utility hook ups and connections; the District shall pay for use of utilities during construction, as well as any fees owed to utility suppliers for connection to existing mainline facilities. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.
- 13.15.7 *Sanitary Facilities.* The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Inspector.
- 13.15.8 *Layout and Field Engineering.* All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the Architect. Any required "as built" drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the Architect.
- 13.15.9 *Cutting and Patching.* Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as Architect may direct. All cost caused by defective or ill-timed work shall be borne by party responsible therefore. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent or at the direction of Architect.

- 13.15.10 *Documents on the Project Site.* Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division 1, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24, and Title 22 of the California Code of Regulations, and the prevailing wage rates applicable to the Project, which are a part of Contract Documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, Architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21, 22 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, Section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this Project, particularly Titles 17, 19, 21, 22 and 24.) Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.
- 13.15.11 *Contractor to Bind Subcontractors to the Provisions of this Contract.* Contractor shall ensure that Subcontractors are bound to the same extent as Contractor is bound to District.
- 13.15.12 *Contractor Responsible for Means and Methods.* Contractor shall be solely responsible for the construction means, methods, techniques, sequences, procedures, and coordinating all portions of the work under the Contract Documents, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. Contractor shall not perform the work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the work.
- 13.15.13 *Contractor Responsible for Acts and Omissions of Employees.* Contractor shall be responsible to District for acts and omissions of Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the work under direct or indirect contract with Contractor or any of its Subcontractors.
- 13.15.14 *General DSA Compliance.* During the entire term of this Agreement, Contractor shall coordinate its services with the District, Architect, Project Inspector, and other parties to ensure that all requirements set forth in the DSA's Inspection Card (Form 152) and any subsequent revisions or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements. Contractor shall take all action necessary as to not delay progress in meeting any DSA requirements. Contractor shall meet any applicable requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions or updates thereto issued or required by DSA. Any references to DSA requirements for the Project shall be deemed to include and incorporate any revisions or updates thereto.

13.16 Close Out

- 13.16.1 *All DSA Close-Out requirements (See DSA Certification Guide).* Contractor is also specifically directed to the DSA Certification Guide and the applicable certificates for the DSA-311 form.
- 13.16.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

- 13.16.3 *Time for Completion of Punch List.* Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period Contractor Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work.
- 13.16.4 *As-Builts Up to Date and Complete.* The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all As-Built drawings:
- 13.16.4.1 The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Builts
- 13.16.4.2 Contractor is liable and responsible for inaccuracies in As-Built drawings, even though they become evident at some future date.
- 13.16.4.3 Upon completion of the Work and as a condition precedent to approval of release of the Security Deposit, Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed, Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the District.
- 13.16.4.4 District may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As-Built Drawing.
- 13.16.5 *Any Work not installed* as originally indicated on drawings
- 13.16.6 *All DSA Close-Out requirements* (See DSA Certification Guide). Contractor is also specifically directed to the DSA Certification Guide and the applicable certificates for the DSA-311 form.
- 13.16.7 *Submission of Form 6-C.* Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the Construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents.
- 13.16.8 *Contractor shall be Responsible for All Costs to Certify the Project.* The District may Certify the Project complies with Approved Construction Documents by utilizing the procedures under the Project Certification Guide (Located at the DSA website at http://www.documents.dgs.ca.gov/dsa/plan_review_process/project_certification_guide_updated_03-15-13.pdf). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the District reserves its right to institute legal action against the Contractor and Contractor's Surety for all costs to certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.

- 13.16.9 *ADA Work that must be corrected* to receive DSA certification. See Article 41.
- 13.16.10 *Maintenance Manuals.* At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of Subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.
- 13.16.11 Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.
- 13.17 Correction of Work: Warranty. Neither a Sublease Payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work under this Construction Services Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) days upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) years after the date of completion of the Project, as defined in Article 18 hereof. The foregoing warranty of Contractor also applies to the remedy, repair or replacement of defects which may in the documents prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth herein above shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. Contractor agrees to provide the District with all equipment and materials warranties provided by manufacturers to District but has no obligation to assist in processing such warranty claims after said one (1) year warranty period.
- 13.17.1 *Assignment of Subcontracts.* Upon the Completion of the Warranty period, Contractor shall assign to the District all subcontracts with Subcontractors, material suppliers or other vendors that provided Work for the Project. This assignment shall include all purchase orders and any change orders or addenda that were executed with the assigned Subcontractor.
- 13.17.1.1 Documents to be Provided to District. Contractor shall provide the following documents to the District as part of Close Out of the Project:
- a. *Subcontractor Warranty.* Contractor shall provide any warranty documents, including warranties consistent with the requirements of this Contract and the Contract Documents.
 - b. *Contracts.* Contractor shall provide copies of all subcontracts, amendments, change orders and other documents associated with the Subcontractor's scope of work and price for work on the Project.

- c. *Subcontractors Bound to the Same Extent as Contractor.* The Subcontractors shall be bound to the same extent as the Contractor is bound by this CSA and Subcontractors shall be required to include assignment of their contracts to the District.
- d. *Bonds Assignable.* Contractor shall ensure that Subcontractor performance and payment bonds are assignable and can be assigned to the District.
- e. *Unconditional Releases.* Contractor shall provide as part of the Close Out of the Project, Unconditional Releases for each Subcontractor and Material supplier that provided Work for the Project.
- f. *Project Files.* Contractor shall provide the District a copy of the entire Subcontractor file, including any submittals or shop drawings that were provided by Subcontractor.
- g. *District Reserves the Right to Assume Subcontractor Contracts Prior to the End of the Warranty Period.* District reserves the right to take assignment of Subcontractor contracts prior to the end of the warranty period..

13.18 Assignment of Anti-Trust Claims. The Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the Construction Services Agreement. This assignment shall become effective at the time the District tenders the final Sublease Payment to Contractor, without further acknowledgment by the parties.

14. CONTRACT DOCUMENTS AND INTERPRETATIONS

- 14.1 The Contract Documents shall be executed, and/or initialed as appropriate, in duplicate by District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials reasonably necessary for the proper execution of the work.
- 14.2 It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well-known technical or trade meaning and the definition of which come into question.
- 14.3 Plans and Specifications are intended to be fully cooperative and to agree. All Plan and Specification changes shall be dated and sequentially recorded. All modifications to Plans and Specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.

15. SUBMITTALS

- 15.1 Definitions

- 15.1.1 *Deferred Approvals.* Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants deferred approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to Access floors, Bleachers, Elevator guide rails and related elevator systems, Exterior wall systems - precast concrete, glass fiber reinforced concrete, etc., Skylights, Window wall systems, storefronts, Stage rigging, and other systems as noted in the Contract Documents. (Also see Article 15.3 and 15.6).
- 15.1.2 *Shop Drawings.* The term “Shop Drawings” as used herein means drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.
- 15.1.3 *Manufactured* applies to standard units usually mass-produced, and “Fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.
- 15.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and Samples since all Subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer’s product information and product data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.
- 15.1.5 *Samples.* The term “samples” as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.
- 15.2 Shop Drawings.
- 15.2.1 *When Shop Drawings Are Required.* Shop drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various Subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts between the subcontracting trades. In some cases, each Subcontractor or trade will provide Shop Drawings in a format agreed upon by District.
- 15.2.2 *Purpose for Shop Drawings.* Shop drawings are the Contractor’s manufacturer, Subcontractor, supplier, vendor or the Contractor’s detailed drawings showing

particularized method for assembly, specifics to a manufacturer, manufacturer component installation requirements, specifics as to a manufactured item, alterations to a manufactured, a custom created item, or drawn version of more detailed information expanding on the Architect's design shown in the Contract Documents. The Shop Drawings address the appearance, performance, size, weight, characteristics and prescriptive descriptions associated with the Contractor or Contractor's Subcontractor's plan for installation or assembly based on the design in the specifications and Contract Documents. The shop drawing often is more detailed than the information shown in the Contract Documents to give the Architect and Engineer the opportunity to review the fabricator's version of the product (along with particulars specific to that particular product), prior to fabrication. References to the Contract Documents, Construction Documents, Drawings, Plans, and Specifications assist the Architect and Engineer in their review of the Shop Drawings. Attachment of manufacturer's material specifications, "catalog cut sheets," and other manufacturer's information may be provided to accompany Shop Drawings. Because Shop Drawings facilitate the Architect's and Engineer's approval of the system, they should be as clear and complete as possible so they may be reviewed by Architect or Engineer for the Project.

- 15.2.3 *Shop Drawing Requirements.* The Contractor shall obtain and submit with Shop Drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.
- 15.2.4 *Not a Reproduction of Architectural or Engineering Drawings.* The shop drawing are not a reproduction of the architectural or engineering drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.
- 15.2.5 *Shop Drawings Engineering Requirements:* Some shop drawings require an engineer stamp to be affixed on the drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.
- 15.2.6 *DSA Approvals Required Prior to Work.* No work on a Shop Drawing that requires DSA approval may proceed until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for corrections in Contractor's Schedule as required pursuant to Article 9.
- 15.2.7 *Shop Drawing Identification.* All Shop Drawings must be properly identified with the name of the Project and dated, and accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.
- 15.3 Deferred Approvals. Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional

requirements for deferred approvals in Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 has specific requirements for deferred approvals as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 9

15.3.1 *DSA Approvals Required Prior to Work.* No work on a deferred approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 9.

15.4 Submittals and Samples

15.4.1 *Information Required With Submittals:* Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and Engineer to compare the submitted item with the specified products and acceptable products listed, in the specification and addenda.

15.4.2 *Description of Use and Performance Characteristics:* Information should be furnished describing the normal use and expected performance of the product. The Architect and Contractor review this information to confirm that the product is appropriate for the intended use.

15.4.3 *Size and Physical Characteristics:* The size and physical characteristics, such as adjustment capabilities, which is reviewed by both the Contractor and Architect. The Contractor has the most available information for comparing adjoining materials and equipment. The Contractor also needs to know the size and weight of the equipment for lifting and handling considerations.

15.4.4 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the specification are being met by the product.

15.4.5 *Contractor Responsible for Jobsite Dimensions:* Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.

15.4.6 *Full Range of Samples Required (When Specific Items Not Specified).* Except in cases where the exact color and type of item is specified since the District is utilizing items Standardized or pre-selected by District, the full range of color, graining, texture, or other characteristics are anticipated for review in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products. Products delivered or erected without Submittal and approval without providing a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate.

15.4.7 *Labeling of Samples.* All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date.

- 15.4.8 *Transmittal letter.* All samples shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number.
- 15.4.9 *Labels and Instructions.* All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.
- 15.4.10 *Architect's Review.* The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures. In the cases where a CM is hired by the District, CM may be the party that receives and performance logging and initial processing of the Samples. CM may, in some cases, reject samples that are not in conformance with Contract requirements.

15.5 Submittal Submission Procedure

- 15.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. In the case where a CM is hired on the Project, the CM may be designated to receive the Submittals for the Project, log the Submittals, and in some cases reject Submittals that do not conform to Contract requirements.
- 15.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect.
- 15.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, District or CM and shall resubmit, as required by Architect or CM, corrected copies of Shop Drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required Submittals of Shop Drawings, product data, or samples are subject to charge to the Contractor pursuant to Article 10.4.
- 15.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a shop drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.

15.5.5 *District's Property.* All Submittals, Shop Drawings, computer disks, constructability reviews, schedules, annotated specifications, samples and other Submittals shall become the District's property upon receipt by the District or Architect.

15.6 Schedule Requirements for Submittals. Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the CSA at Article 9 and the Specifications (as long as the Specifications do not conflict with CSA. In the case of conflict, the conflicting provision shall be controlled by the CSA and the remaining specification sections shall be interpreted as if the CSA language is inserted) with such promptness as to cause no delay in its own Work or in that of any other contractor or Subcontractor but in no event later than thirty five (35) days after the Notice to Proceed is issued except in the specific cases noted as an exception as set forth below. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have Shop Drawings and samples submitted in accordance with this Article 15 and the Schedule. Each Subcontractor shall submit all Shop Drawings, samples, and manufacturer's descriptive data for the review of the District, the Contractor, and the Architect through the Contractor.

15.6.1 *Consideration of Schedule.* Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

15.6.1.1 All Submittals for the Project except those specifically agreed upon by District and Architect, in writing, shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 15.6 is waived. Contractor shall order materials and ensure prices are honored and secured for the Project.

a. Structural Steel may be included as a Submittal later than 35 days if Structural Steel is a significant portion of the Work, at least one or some of the Project is a structural steel structural system, or as specifically agreed upon by the Architect or District.

b. It is specifically agreed that submissions of structural steel Submittals shall not be piecemeal (unless some portion is requested separately by the Owner or Architect), shall provide complete designs, shall be stamped by the Structural Steel Subcontractor, Contractor, and Structural Steel Subcontractor's structural engineer at time of submission and as further addressed in this Article.

c. In no case shall the submission of Structural Steel Drawings delay the critical path for the schedule. If a Milestone is provided for submission of complete structural steel Shop Drawings then the date shall be no later than as set forth in the Milestone

15.6.1.2 Exceptions to Submittal Within Thirty-Five (35) Days by Written Agreement. A written request detailing the specific reasons for a submission later than 35 days due to complexity of design, or non-critical path status of the Submittal shall be submitted at the time the Baseline Schedule is submitted. The Baseline Schedule shall not include a delayed Submittal until written agreement is provided. In addition to the request for providing a Submittal after the thirty-five (35) day period, a

copy of the Contract with the Subcontractor who shall be performing the Submittal, a written statement from the Subcontractor verifying that work has commenced on the Submittal and providing Subcontractor's own schedule of milestones and completion dates, and a corresponding Submittal designation in the Schedule as required under Article 9.

- a. Approval of a delayed Submittal shall not result in any increase in the Contract Price or result in an extension of time for the completion of the Project.

15.6.1.3 Piecemeal Submissions of Submittals. Piecemeal Submittals mean providing portions of Shop Drawings or Submittals as they are being completed. The submission of piecemeal Submittals results in the appearance of a submission when there is inadequate information for the Architect or Engineer to adequately review a submission. Piecemeal differs from submission of complete buildings or phases of buildings or complete assemblies. The Architect may agree to allow submission of single buildings or areas as long as the Submittals are complete.

15.7 General Submittal Requirements

15.7.1 *Contractor Submittal Representations.* By submitting Shop Drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

15.7.2 *Contractor Coordination.* By submitting Shop Drawings, Submittals, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule. Contractor shall stamp, sign, and date each Submittal indicating its representation that the Submittal meets all of the requirements of the Contract Documents and evidence Contractor's review through execution of the following stamp to be placed on each Shop Drawings:

"The [contractor] has reviewed and approved the field dimensions and all communicated construction criteria, and has also made written notation regarding, any information in the Shop Drawings and Submittals that does not conform to the Contract Documents. This Shop Drawing or Submittal has been coordinated with all other Shop Drawings and Submittals received to date by me as Contractor and this duty of coordination has not been delegated.

Signature of Contractor and date

15.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, product data, samples, etc., shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Article 16. All deviations from the Contract

Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Article 16, "Substitutions."

- 15.7.4 *Contractor Responsibility for Shop Drawings Conformance to Contract Documents.* Review by District and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper Shop Drawings in accordance with the Contract Documents.
- 15.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially will be returned unreviewed by the Architect for resubmission by the Contractor.
- 15.7.6 *Shop Drawings and Submittals Shall Not Be Used as a Method to Make a Substitution.* Shop drawings and Submittals shall not be used as a means of requesting a substitution or to make changes in the Contract Documents. If changes are made to the Contract Documents through the Shop Drawings, the Architect shall have the right to reject the Submittal. If the Architect does not note the deviation from the approved Construction Documents, the Contractor is still responsible for the change and the Architect or the District may require the Shop Drawings be revised to properly reflect the approved Contract Documents. The Architect or District may also require that the Contractor bear all costs under Article 10.4 and consequential damages associated with a CCD to revise Construction Documents to accommodate the deviation from approved Construction Documents.
- 15.7.7 *Extent of Review.* In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing Subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

16. REQUEST FOR SUBSTITUTIONS

- 16.1 For purposes of this provision the term "substitution" shall mean a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor.
- 16.2 Public Contract Code section 3400 does not apply to this agreement since the materials, services, and equipment used has been investigated as part of the Due Diligence investigation by Contractor and incorporated in the overall GMP.
- 16.3 Contractor may submit requests together with substantiating data for substitution of any "or equal" material, process or article. Any savings generated from the substitution shall be considered Project Savings under Article 7. The District shall not be responsible for any costs of Contractor associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted.

The data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that the substituted “or equal” material, process or article is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include:

1. Is equal in quality/service/ability to the Specified Item;
 2. Will entail no changes in detail, construction, and scheduling of related work;
 3. Will be acceptable in consideration of the required design and artistic effect;
 4. Will provide no cost disadvantage to the District;
 5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
 6. Will required no change of the construction schedule
- 16.4 Failure to submit all the needed substantiating data, including the signed affidavit, to the Architect in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The District is not obligated to review multiple substitution submittals for the same product or item due to the Contractor’s failure to submit a complete package initially.
- 16.5 Contractor shall bear the costs of all architectural and engineering work, DSA CCD review fees, and other costs associated with the review of submittals for substitution. See Article 10.4.
- 16.6 Contractor agrees to include the provisions of this Article in all Subcontractor contracts.

17. EXTRA WORK/MODIFICATIONS (INCLUSION OF CCD COSTS, DSA COSTS, AND AN ICD PROCESS)

- 17.1 No Changes Without Authorization. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless authorized District representative has approved the cost in writing by Change Order or executed Construction Change Document. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 17, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the authorized District representative (utilizing either a Construction Contingency Amount or a District Contingency Amount), the Architect, and the Contractor.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY AND TO AVOID THE POSSIBLE DELAYS ASSOCIATED WITH THE ISSUANCE OF A NOTICE OF NON-COMPLIANCE.

- 17.2 Notices of Non-Compliance. Contractor deviation or changes from approved Construction Documents may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Construction Documents, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document to correct

the Notice of Non-Compliance. (See Article 17.4.1.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Construction Documents may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved Construction Documents shall be the Contractor's responsibility.

17.3 Architect Authority. The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.

17.4 CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)

17.4.1 *Definitions*

17.4.1.1 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Construction Documents. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for Work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required);

17.4.1.2 Immediate Change Directive (ICD). An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 19 or determination of partial default under Article 12.2.

An ICD does not automatically trigger an Article 20 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 20 and this Article where applicable.

Refer to Forms for a copy of the proposed Immediate Change Directive form.

17.4.1.3 Use to Direct Change. An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of an Extra, or RFP. A copy of an ICD form is provided in the Forms included with this CSA. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to

correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and 0 time. Contractor may prepare an Extra associated with the ICD pursuant to Article 17. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 19 or take over the Work under Article 12.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for Pricing Purposes as long as the PR is submitted within the timeline provided by the PR, or within 10 days following issuance of the ICD.

17.4.1.4 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off. In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

- a. *Contractor Compliance with all Aspects of an ICD.* Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 12.2 or Termination of the Contractor pursuant to Article 19.
- b. *Exception in the Case of DSA Issued Stop Work Order.* Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.
- c. *ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance.* If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor Caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 10.4.

17.5 Extras Request. Extra work or a modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents (“Extra Work/Modifications”); and for such purposes, the District may at any time during the life of this Construction Services Agreement by written order, make such changes as it shall find necessary from Construction Contingency if District approves such request in writing. The costs of the Extra Work/Modifications, as established pursuant to this Article, shall be deducted from the Construction Contingency as mutually agreed in writing or the Errors and Omissions Contingency or the Unforeseen Allowance as determined by the District, and shall not affect the GMP.

17.5.1 *Format.* The following format shall be used, as applicable by the District and the Contractor to communicate proposed additions and deductions to the Contract. A copy of a proposed Construction Change Document form is provided in Division 1 of the Specifications. The most stringent guidelines will apply to all forms.

	<u>EXTRA</u>	<u>CREDIT</u>
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b) Equipment (attach invoices)	_____	_____
(c) Actual Labor Cost (attach itemized hours and rates)	_____	_____
(d) Subtotal (a-d)	_____	_____
(e) If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed 15% of item (d).	_____	_____
(f) Subtotal	_____	_____
(g) Contractor's Overhead and Profit: Not to exceed 10% of Item (d) if Contractor performed the work. No more than 5% of Item (f) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed 10% if Item (d), and portions performed by Subcontractor shall not exceed 15% of Item (d)	_____	_____
(h) Subtotal	_____	_____
(i) Bond not to exceed one percent (1%) and Insurance not to exceed one and a quarter percent (1.25%) of Item (h)	_____	_____
(j) TOTAL	_____	_____
(k) Time/ Days		

The undersigned Contractor approves the foregoing Extra Work as to the changes, if any, and the contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said Extra Work, and agrees to furnish all labor, materials and service and perform all work necessary to complete any additional work specified therein, for the consideration stated herein. It is understood that said Extra Work shall be effective upon approval from the District's Designee if such amounts are against the GMP and if Owner Contingency is used when approved by the Governing Board of the District.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

17.5.2 Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) BUSINESS DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM under Article 20. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within the ten (10) business day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Section.

17.5.3 All costs associated with the Extra Work/Modification may be in terms of time, money or both.

17.6 Deductive Change Orders

17.6.1 All Deductive Change Order(s) must be prepared utilizing the form under Paragraph 17.5 (a)-(d) only setting forth the actual costs incurred. Except in the case of an Article 12.2 or 29.4 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead.

17.6.2 For Unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 12.2 or Article 29.4, there shall be no mark-up.

17.6.3 District may, at any time, after a Deductive Change Order is presented to Contractor by District for items under Article 12.2 or Article 29.4 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Sublease Payment or the Security Deposit.

18. **TIME OF COMPLETION**

18.1 ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE SUBSTANTIALLY COMPLETE WITHIN THE CALENDAR DAYS DESIGNATED IN ARTICLE 3 FROM THE NOTICE TO PROCEED. SAID CONTRACT TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS ALLOWED UNDER THE CONTRACT DOCUMENTS. IF THE PROJECT IS NOT SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE SINCE CONTRACTOR HAS OVERSTAYED ITS LEASE TERM. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR'S EXTENSION OF THE LEASE SHALL RESULT IN LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE SUM SET FORTH IN ARTICLE 3 FOR EACH CALENDAR DAY OF DELAY UNTIL WORK IS SUBSTANTIALLY COMPLETED.

CONTRACTOR AND ITS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF. ANY SCHEDULED SUBLEASE PAYMENTS MAY BE RETAINED BY THE DISTRICT TO COVER SAID LIQUIDATED DAMAGES FOR OVERSTAYING THE LEASE. SHOULD SUCH MONEY NOT BE SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, THE DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE BALANCE FROM THE CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.

- 18.2 Within five (5) business days after the Project commencement date in the District's Notice to Proceed, Contractor shall furnish District with a Baseline CPM (Critical Path) Schedule pursuant to Article 9. The Contractor shall include the District's occupancy requirements showing portions of the Projects having occupancy priority.
- 18.3 Contractor shall not be charged for liquidated damages, as set forth in the Agreement, for materially differing underground soil conditions than those outlined in the soils report and from hazardous substances that are encountered that are not documented in the Contract Documents or in the Due Diligence Documents provided to Contractor.
- 18.3.1 In case of encountering such unforeseen conditions noted above, Contractor shall notify the District in writing immediately and no later than seven (7) days following encountering the unforeseen condition. After providing written notice, Contractor shall test and provide District with Test results (unless District chooses to test) and shall proceed with Work based on the Test results. A Change Order pursuant to Article 17 shall be submitted. All time and expenses shall be verified with the Inspector or District Designee either on the day the extra work occurs, but no later than 10 am the following business day.
- 18.3.2 Change Orders associated with approved unforeseen conditions shall be billed as Change Order Work and allocated to the Unforeseen Allowance, and if the Unforeseen Allowance is exceeded, the District, in its sole and absolute discretion, may allocate such costs to the District Contingency to the extent unforeseen conditions as defined in this Article are encountered.
- 18.4 Contractor shall within ten (10) calendar days of beginning of any such delay notify District in writing of causes of delay. Thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. District's findings of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. Contractor agrees that the extension of time granted under this Article shall be its sole and exclusive remedy for the consequences of any delay described above. For any such delay resulting from the actions or inactions of Architect, District, or their officers, agents, and employees, or changes to the scope of the Work which impact the schedule, Contractor shall be entitled to reimbursement for its reasonable additional costs resulting from such delay, but not any additional profit or fee.
- 18.5 Contractor acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that District will suffer extreme prejudice should Contractor fail in any way to comply with this requirement. Failure to comply with the procedures and time limits established in this Article shall constitute a waiver of such request. Evidence presented by Contractor that District had actual notice of the time extension request, that District was not prejudiced by Contractor's failure to comply with this requirement, and/or that District considered Contractor's request despite Contractor's failure to strictly comply with this provision shall not render this requirement unenforceable.
- 18.6 Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its work at no additional cost or advance payment from District to assure that there will be no delays. An extension of time will not be granted for a delay caused by a shortage of materials.

- 18.7 Contractor shall not be entitled to additional compensation for delays within its control. Contractor is aware that governmental agencies, such as the Department of General Services, gas companies, electrical utility companies, water districts and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. In the event of delays to the Project from such agencies for which Contractor has no control, provided such delays are not caused by Contractor's or any Subcontractor's acts or omissions, Contractor may be entitled to a time extension for such delays, but shall not be allowed additional compensation for the costs of such delays not impacting the Project's critical path.
- 18.8 District reserves the right to occupy any building or portion thereof or use any improvement contemplated by the Contract Documents prior to the completion of the entire Project. A list of work to be completed and corrected by Contractor, if any, shall be prepared and agreed to between District and Contractor before any such occupancy or use. Such occupancy or use shall not operate as an acceptance of any part of the Project but shall start the guaranty-warranty period on the structure or portion thereof so occupied or improvement or equipment so used; provided, however, that such occupancy or use shall not start the guaranty-warranty period as to items appearing on the list of work yet to be completed and corrected or as to structures or improvements (or portions thereof) that are not occupied or used. No such occupancy or use shall be deemed to have occurred unless and until District has given Contractor written notice of its intention to so occupy or use any particular structure or improvement specifying the portion or portions of the structure, improvement or equipment which will be deemed so occupied or used. District and Contractor shall take reasonable steps to obtain the consent of Contractor's insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse of or reduction of such insurance. Such occupancy or use by District shall relieve Contractor of (and District shall assume) the responsibility for injury or damage to said occupied or used portions of the Project resulting from use by District or the public or from the action of the elements or from any other cause, except injury or damage resulting from the operations, negligence or intentional acts of Contractor, any Subcontractors or materialmen of any tier, or their officers, employees or agents.

19. **TERMINATION OF AGREEMENT**

19.1 **Termination for Breach.**

- 19.1.1 If the Contractor refuses or fails to proceed with the construction of the Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Construction Services Agreement or any extension thereof, or fails to Complete the Project within the Contract Time, or if the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its Subcontractors should violate any of the provisions of this Construction Services Agreement, the District may serve written notice upon the Contractor and its Surety of the District's intention to terminate this Construction Services Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Construction Services Agreement and a statement to that effect that the Contractor's right to perform work on the Project shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.
- 19.1.2 In the event that the District serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform this Construction Services Agreement. If the Surety does not: (1) give the District written notice of Surety's intention to take over and commence performance of this Construction Services Agreement within fifteen (15) days of the District's service of said notice of intent to terminate upon Surety; and (2) actually commence performance

of this Construction Services Agreement within thirty (30) days of the District's service of said notice upon Surety; then the District may take over the Project and prosecute the same to completion by separate contract(s) or by any other method it may deem advisable for the account and at the expense of the Contractor.

- 19.1.3 In the event that the District elects to obtain an alternative performance of the Construction Services Agreement as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion; and (2) Surety shall be liable to the District for any cost or other damage to the District necessitated by the District securing an alternate performance pursuant to this Article.

19.2 Termination for Convenience.

- 19.2.1 The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.

- 19.2.2 The District shall terminate all or any part of the Project upon delivery to the Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.

- 19.2.3 After receipt of Notice of Termination, and except as directed by the District's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1. Stop Work as specified in the Notice of Termination.
2. Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
3. Leave the Property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
4. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
5. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Construction Services Agreement.
6. Submit to the District's Representative, within ten (10) days from the Project termination date found in the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Project termination date, including termination costs related to demobilizing and closing out the Project, found in the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Construction Services Agreement pursuant to this clause, which costs the Contractor is authorized under the Construction Services Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Project

termination date found in the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

19.2.4 Termination of the Construction Services Agreement shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed on the Project.

19.2.5 In the event that the District exercises its right to terminate this Construction Services Agreement pursuant to this clause, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this provision, and other applicable provisions of the Construction Services Agreement the following amounts not already paid pursuant to the Sublease Payment Schedule set forth in Exhibit "C" of the Sublease:

1. All actual costs incurred according to the provisions of this Construction Services Agreement including but not limited to insurance costs incurred in connection with the Project.
2. A reasonable allowance for profit on the cost of the work on the Project performed and not otherwise paid for the District, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the Construction Services Agreement been completed and provided further, that the profit allowed shall in no event exceed five percent (5%) of costs. In no event shall the total amount exceed GMP.
3. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Construction Services Agreement under this Article.

If the termination for convenience costs to be paid to the Contractor as set forth above are greater than the total of all prior Sublease Payments made by the District, the District shall pay the difference to the Contractor. If, however, the termination for convenience costs to be paid to the Contractor as set forth above is less than the total of all prior Sublease Payments made by the District, the Contractor shall pay such difference immediately to the District. The District, in its sole discretion, may offset any amounts owed to the District by deducting such costs from the Security Deposit.

19.3 Termination of Agreement by Contractor. The Contractor may terminate the Construction Services Agreement upon ten (10) days written notice to the District, whenever: (1) there is a substantial failure of performance on the part of the District; or (2) the District shall elect not to appropriate funds and/or not to make two (2) successive Sublease Payments following the receipt by District of a request from the Contractor in its capacity as Lessor for each such Sublease Payment submitted pursuant to Section 7 of the Sublease(s). In the event of such termination, the Contractor shall have no claims against the District except for payment for the value of the work performed on the Project as of the date of termination. If the costs to be paid to the Contractor as set forth in this paragraph are greater than the total of all prior Sublease Payments made by the District, the District shall pay the difference to the Contractor. If, however, the costs to be paid to the Contractor as set forth in this paragraph are less than the total of all prior Sublease Payments made by the District, the Contractor shall pay such difference immediately to the District. The District, in its sole discretion, may offset any amounts owed to the District by deducting such costs from the Security Deposit.

19.4 Assignment of Subcontractors and Suppliers. If the Contract is Terminated, Contractor shall provide District copies of all subcontracts, purchase orders, addenda, invoices, payment records, and Project

files associated with each Subcontractor and Material Supplier. The District shall have the option to assume any Subcontracts, contracts or purchase orders the District chooses. To the extent that vendors are not paid in full for the labor, materials, or services provided, Contractor shall provide an accounting statement showing the amounts paid and the amounts due to the Subcontractor and a statement on the anticipated payment status associated with the Termination.

- 19.5 Continuation of Work During Disputes. In the event of a dispute between the parties as to performance of the work or the interpretation of this contract, or payment dispute, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion and shall neither rescind nor terminate the agreement.

20. RESOLUTION OF AGREEMENT CLAIMS

- 20.1 Decision of Architect. Disputes between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action within ten (10) days after Contractor's Article 17 request for Change is denied. If there is a CM, the CM shall receive the Dispute and may review and also assemble opinions and documents to assist the Architect. A decision by the Architect, pursuant to Article 20.5, shall be required as a condition precedent to proceeding with remedies set forth in Article 20.9.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Article 20.5 within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or (4) the Claim relates to a Stop Notice Claim not arising from any extra change order or Immediate Change Directive for which approval has not been provided.

- 20.2 Architect's Review. The Architect (and CM) will review Disputes and take one or more of the following preliminary actions upon receipt of a Dispute: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Dispute in whole or in part, stating reasons for rejection; (4) recommend approval of the claim; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

20.2.1 Architectural Immunity. Architect Review of claims shall be impartial and meant to resolve Disputes. Pursuant to the case, *Huber, Hunt & Nichols, Inc. v. Moore* (1977) 67 Cal.App.3d 278, the Architect is provided a quasi-judicial immunity for interpreting and deciding Disputes between a District and Contractor.

- 20.3 Documentation if Resolved. If a Dispute has been resolved, the Architect (and/or CM) will prepare a Change Order or obtain appropriate documentation to document the terms for Board approval.

- 20.4 Actions if Not Resolved. If a Dispute has not been resolved and all documentation requested pursuant to Article 20.3 has been provided, the Contractor shall, within ten (10) days after the Architect's preliminary response, assemble all the documents involved in the Dispute including copies of all back-up documentation of costs and the basis for the Dispute and take one or more of the following actions: (1) modify the initial Dispute; (2) notify the Architect that the initial Dispute stands; or (3) supplement with additional supporting data and re-submit to the Architect under Article 20.2.

- 20.5 Architect's Written Decision. If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) the Architect shall provide a written decision twenty (20) days after compliance with Article 20.4. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both.

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: 2016-2017 LCAP Public Hearing

AGENDA SECTION: Action

PRESENTED BY: Kim Medeiros

SUMMARY:

Local Control and Accountability Plan (LCAP) Public Hearing. LCFF/LCAP related Ed Code 52052 states, the governing board of a school district must hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or annual update.

LCFF/LCAP related Ed Code 52052(b)(2) states "A governing board of a school district shall adopt a local control and accountability plan or annual update to the local control and accountability plan in a public meeting. This meeting shall be held after, but not on the same day as, the public hearing held pursuant to paragraph (1). This meeting shall be the same meeting as that during which the governing board of the school district adopts a budget pursuant to paragraph (2) of subdivision (a) of Section 42127."

FISCAL IMPACT: \$17,396,518

BUDGET CATEGORY: LCFF

RECOMMENDED ACTION: Public Hearing

NOTICE

PUBLIC HEARING
WEDNESDAY, JUNE 8, 2016, 7:00 p.m.
GUSTINE UNIFIED SCHOOL DISTRICT
1500 MEREDITH AVENUE
GUSTINE, CALIFORNIA 95322

The Gustine Unified School District Board of Education will conduct a public hearing at 7:00 p.m. in the Board Room at 1500 Meredith Avenue, Gustine, California, to obtain community input regarding the following:

1. LCAP, 2016/17

Posted 6/3/16

Introduction:

LEA: Gustine Unified School District **Contact (Name, Title, Email, Phone Number):** Bill Morones, Superintendent, bmorones@gustineusd.org, (209) 854-3784 **LCAP Year:** 2016-2017

Local Control and Accountability Plan and Annual Update Template

The Local Control and Accountability Plan (LCAP) and Annual Update Template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5. The LCAP and Annual Update Template must be completed by all LEAs each year.

For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.

Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.

The LCAP is intended to be a comprehensive planning tool. Accordingly, in developing goals, specific actions, and expenditures, LEAs should carefully consider how to reflect the services and related expenses for their basic instructional program in relationship to the state priorities. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.

For each section of the template, LEAs shall comply with instructions and should use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. However, the narrative response and goals and actions should demonstrate each guiding question was considered during the development of the plan. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: 2016-2017 LCAP Public Hearing

AGENDA SECTION: Action

PRESENTED BY: Kim Medeiros

SUMMARY: Local Control and Accountability Plan (LCAP) Public Hearing. LCFF/LCAP related Ed Code 52052 states, the governing board of a school district must hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or annual update.

LCFF/LCAP related Ed Code 52052(b)(2) states "A governing board of a school district shall adopt a local control and accountability plan or annual update to the local control and accountability plan in a public meeting. This meeting shall be held after, but not on the same day as, the public hearing held pursuant to paragraph (1). This meeting shall be the same meeting as that during which the governing board of the school district adopts a budget pursuant to paragraph (2) of subdivision (a) of Section 42127."

FISCAL IMPACT: \$17,396,518

BUDGET CATEGORY: LCFF

RECOMMENDED ACTION: Public Hearing

State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

A. Conditions of Learning:

Basic: degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)

Implementation of State Standards: implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners. (Priority 2)

Course access: pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)

Expelled pupils (for county offices of education only): coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

Foster youth (for county offices of education only): coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

B. Pupil Outcomes:

Pupil achievement: performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

Other pupil outcomes: pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

C. Engagement:

Parental involvement: efforts to seek parent input in decision making at the district and each schoolsite, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

Pupil engagement: school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

School climate: pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

Section 1: Stakeholder Engagement

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52060(g), 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52066(g), 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

Instructions: Describe the process used to consult with parents, pupils, school personnel, local bargaining units as applicable, and the community and how this consultation contributed to development of the LCAP or annual update. Note that the LEA’s goals, actions, services and expenditures related to the state priority of parental involvement are to be described separately in Section 2. In the annual update boxes, describe the stakeholder involvement process for the review, and describe its impact on, the development of the annual update to LCAP goals, actions, services, and expenditures.

Guiding Questions:

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in Education Code section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA’s process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA’s engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representatives of parents and guardians of pupils identified in Education Code section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 CCR 15495(a)?
- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Involvement Process	Impact on LCAP
<p>A series of LCAP Community/Staff/Student meetings were held in the district, with interpretation services in Spanish. Information was presented and discussions were held on the 2015-2016 LCAP. Handouts and Powerpoint presentations were made available in both English and Spanish. A Parent/Staff/Student/Community Member LCAP survey was made available online in both</p>	<p>Data from the discussions, surveys, and stakeholder engagements helped to prioritize the district goals. Many of the stakeholder engagement meetings were informational and questions regarding the goals, actions, and plan were discussed.</p> <p>An LCAP survey in English and Spanish was posted online and handed out at all stakeholder meetings. Eighty-nine surveys were completed. The responses from the surveys came from parents/family (40.45%), community members</p>

English and Spanish and a hard copy was made available to parents without internet access.

September 9, 2015 LCAP informational presentation GUSD Governing Board Meeting

October 14, 2015 LCAP informational presentation GUSD Governing Board Meeting

November 12, 2015 LCAP informational presentation GUSD Governing Board Meeting

November 13, 2015 GES (45 attendees)

November 20, 2015 RES (14 attendees)

December 9, 2015 LCAP informational presentation GUSD Governing Board Meeting

January 13, 2016 LCAP informational presentation GUSD Governing Board Meeting

February 2, 2016 Community Meeting (19 attendees)

March 7, 2016 GES Faculty Meeting (21 attendees)

March 9, 2016 DELAC Meeting GHS (13 attendees)

March 9, 2016 LCAP informational presentation GUSD Governing Board Meeting

March 14, 2016 GMS Staff Meeting (20 attendees)

March 16, 2016 RES Staff Meeting (14 attendees)

March 21, 2016 GHS Staff Meeting (25 attendees)

April 6, 2016 District LCAP Advisory Committee (6 attendees)

April 13, 2016 LCAP informational presentation GUSD Governing Board Meeting

April 20, 2016 GRTA Meeting (2 attendees)

May 4, 2016 Student Meeting Gustine Middle School (8 attendees)

May 11, 2016 DELAC RES (23 attendees)

May 11, 2016 LCAP informational presentation GUSD Governing Board Meeting

May 16, 2016 SSC Gustine High School (8 attendees)

May 18, 2016 Student Meeting Gustine High School (10 attendees)

May 18, 2016 SSC Gustine Middle School (6 attendees)

May 24, 2016 CSEA Meeting (2 attendees)

May 25, 2016 Gustine Elementary School SSC (7 attendees)

June 8, 2016 Presentation of 2016-2019 LCAP

June 8, 2016 Public Hearing 7:00 PM

(13.48%), staff (65.17%), and students (1.12%). Stakeholders showed overall support for all of the goals and actions. The strongest levels of support were for Goal 2, Goal 4, and Goal 1. Stakeholders supported Goal 2: Recruit, hire, train, and retain high-quality staff who are committed, collaborative, caring, and exemplary with 84% who strongly agree, 15% who agree, and 1% who were neutral. Goal 4: Create a safe and welcoming learning environment where students are connected to their schools had very similar results with 83% who strongly agree, 16% who agree, and 1% who were neutral. Goal 1: Increase student success in ELA, Math, science, social studies, and literature had 82% who strongly agree, 17% who agree, and 1% who were neutral. Goal 3: Prepare students to be college and career ready also received high support with 82% who strongly agree, 16% who agree, and 2% who were neutral. The goal with the least amount of support was Goal 5: Formerly Goal 5--Engage parents, families, and the community to support student success in school with 77% who strongly agree, 22% who agree, and 0% who were neutral, and 1% who disagreed.

Thirty-two stakeholders provided additional feedback/suggestions on the survey. The suggestions were grouped into categories: a) Raising salaries and benefits for teachers in order to retain and attract teachers to our district, b) increasing technology in the classrooms, providing professional development in technology, ELA/ELD Adoption, and ELD strategies, c) increasing the number of CTE courses and additional offerings other than ag, d) Create additional elective classes that provide enrichment and are engaging to students, e) provide training for substitute teachers, f) increase and continue counseling services g) provide transportation for students to be able to participate in after school sports and activities, h) provide additional parent engagement activities, i) ensure student safety and engagement, j) lower class sizes, k) maintain facilities, l) increase health service hours and provide training for health clerks, and m) vice principal-some were in support of hiring additional vice principals, while others thought that counselors could handle the situations.

During the district advisory committee meeting, the members stressed that parents should be actively involved in school activities, but providing additional activities would be beneficial. They also suggested having a district calendar of events that is available at all times, but can be sent home via mail at least quarterly would help to notify of school events. The suggestions and

<p>June 22, 2016 Approval of LCAP</p>	<p>feedback provided were used to revise the 2016-2017 plan.</p>
<p>Annual Update: Throughout the year, stakeholders were updated on the progress of the LCAP and also provided input and feedback on the current LCAP via Stakeholder Engagement meetings, School Site Council, ELAC/DELAC, District Administrative meetings, and District Advisory Committee meeting, and School Board Meetings.</p>	<p>Annual Update: The stakeholder meetings served as a way to inform, educate, and gather input and feedback from critical stakeholders from all subgroups, parents, students, community, and staff including the bargaining units.</p>

Section 2: Goals, Actions, Expenditures, and Progress Indicators

Instructions:

All LEAs must complete the LCAP and Annual Update Template each year. The LCAP is a three-year plan for the upcoming school year and the two years that follow. In this way, the program and goals contained in the LCAP align with the term of a school district and county office of education budget and multiyear budget projections. The Annual Update section of the template reviews progress made for each stated goal in the school year that is coming to a close, assesses the effectiveness of actions and services provided, and describes the changes made in the LCAP for the next three years that are based on this review and assessment.

Charter schools may adjust the table below to align with the term of the charter school's budget that is submitted to the school's authorizer pursuant to Education Code section 47604.33.

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, to be achieved for each state priority as defined in 5 CCR 15495(i) and any local priorities; a description of the specific actions an LEA will take to meet the identified goals; a description of the expenditures required to implement the specific actions; and an annual update to include a review of progress towards the goals and describe any changes to the goals.

To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

Using the following instructions and guiding questions, complete a goal table (see below) for each of the LEA's goals. Duplicate and expand the fields as necessary.

Goal: Describe the goal:

When completing the goal tables, include goals for all pupils and specific goals for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the schoolsite level. The LEA may identify which schoolsites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or schoolsite.

Related State and/or Local Priorities: Identify the state and/or local priorities addressed by the goal by placing a check mark next to the applicable priority or priorities. The LCAP must include goals that address each of the state priorities, as defined in 5 CCR 15495(i), and any additional local priorities; however, one goal may address multiple priorities.

Identified Need: Describe the need(s) identified by the LEA that this goal addresses, including a description of the supporting data used to identify the need(s).

Schools: Identify the schoolsites to which the goal applies. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5).

Applicable Pupil Subgroups: Identify the pupil subgroups as defined in Education Code section 52052 to which the goal applies, or indicate “all” for all pupils.

Expected Annual Measurable Outcomes: For each LCAP year, identify and describe specific expected measurable outcomes for all pupils using, at minimum, the applicable required metrics for the related state priorities. Where applicable, include descriptions of specific expected measurable outcomes for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and at the schoolsite level.

The metrics used to describe the expected measurable outcomes may be quantitative or qualitative, although the goal tables must address all required metrics for every state priority in each LCAP year. The required metrics are the specified measures and objectives for each state priority as set forth in Education Code sections 52060(d) and 52066(d). For the pupil engagement priority metrics, LEAs must calculate the rates specified in Education Code sections 52060(d)(5)(B), (C), (D) and (E) as described in the Local Control Accountability Plan and Annual Update Template Appendix, sections (a) through (d).

Action/Services: For each LCAP year, identify all annual actions to be performed and services provided to meet the described goal. Actions may describe a group of services that are implemented to achieve the identified goal.

Scope of Service: Describe the scope of each action/service by identifying the schoolsites covered. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5). If supplemental and concentration funds are used to support the action/service, the LEA must identify if the scope of service is districtwide, schoolwide, countywide, or charterwide.

Pupils to be served within identified scope of service: For each action/service, identify the pupils to be served within the identified scope of service. If the action to be performed or the service to be provided is for all pupils, place a check mark next to “ALL.”

For each action and/or service to be provided above what is being provided for all pupils, place a check mark next to the applicable unduplicated pupil subgroup(s) and/or other pupil subgroup(s) that will benefit from the additional action, and/or will receive the additional service. Identify, as applicable, additional actions and services for unduplicated pupil subgroup(s) as defined in Education Code section 42238.01, pupils redesignated fluent English proficient, and/or pupils subgroup(s) as defined in Education Code section 52052.

Budgeted Expenditures: For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA's budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

Guiding Questions:

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning"?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes"?
- 3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement" (e.g., parent involvement, pupil engagement, and school climate)?
- 4) What are the LEA's goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual schoolsites been evaluated to inform the development of meaningful district and/or individual schoolsite goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in Education Code sections 42238.01 and subgroups as defined in section 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual schoolsites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific schoolsites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

Goal 1: Gustine Unified School district will develop and enhance quality instructional programs, through professional development, recruitment and retention of quality teachers to increase student achievement and prepare students to be college and career ready.

GOAL 1:

Related State and/or Local Priorities:
 1 X 2 X 3 4 X 5 X 6 7 X 8 X

COE only: 9 10

Local : Specify CTE Course Completion

Identified Need : Needs:

*District-wide CAASPP scores show that 24% of all students in Grades 3-11 are meeting or exceeding standards, 29% of all students nearly met the standards, and 47% of all students did not meet the standards in English Language Arts, while 20% of Socioeconomically Disadvantaged students in Grades 3-11 are meeting or exceeding standards, 28% of Socioeconomically Disadvantaged students nearly met the standards, and 53% of Socioeconomically Disadvantaged students did not meet the standards, and 3% of English Learners in Grades 3-11 are meeting or exceeding standards, 17% of English Learners nearly met the standards, and 80% of English Learners did not meet the standards.

*District-wide CAASPP Scores show that 14% of all students in Grades 3-11 are meeting or exceeding standards, 26% of all students nearly met the standards, and 60% of all students did not meet the standards in Math, while 12% of Socioeconomically Disadvantaged students in Grades 3-11 are meeting or exceeding standards, 25% of Socioeconomically Disadvantaged students nearly met the standards, and 63% of Socioeconomically Disadvantaged students did not meet the standards and 3% of English Learners students in Grades 3-11 are meeting or exceeding standards, 17% of English Learners nearly met the standards, and 80% of English Learners did not meet the standards.

*District-wide the share of English Learners that become English proficient are not meeting the state goal.
 AMAO 1 - Percentage of ELs Making Annual Progress in Learning English
 Percentage Meeting AMAO 1 in LEA 56.0% (2014-15 Target 60.5%)
 AMAO 2 - Percentage of ELs Attaining the English Proficient Level on the CELDT
 Less than 5 Years Cohort
 % in Cohort Attaining the English Proficient Level 19.1% (2014-15 Target 24.2%)
 5 Years or More Cohort
 % in Cohort Attaining the English Proficient Level 27.4% (2014-15 Target 50.9%)

*Due to the geographic location of the district, it is often difficult to recruit support staff, teachers, and substitutes.

*Teachers and support staff need additional training and support to fully implement the rigorous demands of Common Core State Standards.

*Teachers and support staff also need additional support with specific strategies to support the learning needs of Socioeconomically Disadvantaged, English Learners and Students with Disabilities.

*Students are not ready for college after graduation, especially English Learners.

*The high school drop out rate is 2.8%

*Graduation rate is 84.8%, however only 65.6% of English Learners graduate.

40.4% of 12th grade graduates are completing all courses required for UC and/or CSU entrance with only 28.1% of males and 40.4% females.

29% of 11th Graders taking the Early Assessment Program in English are “Ready for college/Ready for college-conditional.”

51% of 11th Grades taking the Early Assessment Program in Mathematics are “Ready for college- conditional” with 0% “Ready for college.”

Only 45 11th Graders took the Early Assessment Program in Mathematics. 24 of which were Socioeconomically Disadvantaged and only 1 English Learner

Metrics:

- Performance on CAASPP
- Share of EL students that become English Proficient
- EL reclassification rate
- Implementation of CCSS
- Other indicators of student performance in required areas of study may include performance on other assessments.
- Share of students that are college and career ready
- Share of students that pass Advanced Placement exams with 3 or higher
- Share of students determined prepared for college by the Early Assessment Program
- Implementation of CCSS
- Share of students determined prepared for college by the Early Assessment Program
- Middle school dropout rates
- High school dropout rates
- High school graduation rates
- Student access and enrollment in all required areas of study
- Rate of teacher misassignment
- Implementation of CCSS
- Student access to standards aligned instructional materials

Goal Applies to: Schools: LEA
 Applicable Pupil Subgroups: ALL

LCAP Year 1: 2016-2017

- Expected Annual Measurable Outcomes:
- * 100% of students will have access to standards-aligned instructional materials based on current adoptions and purchases.
 - * Student proficiency on the California Assessment of Student Performance and Progress (CAASPP) will increase 1% from the 2015-2016 results.
 - * Percent of English Learners making progress on CELDT 2015 (AMAO 1) 45.6% will increase to 60% passing rate.
 - * Increase the percent of EL students that become English proficient by 13% (less than 5 years) and 17% (5 years or more).
 - * Progress toward 100% of all teachers highly qualified including Special Education, currently 95% of GUSD teachers are highly qualified
 - * 90% of teachers grades TK-12 will participate in Common Core Standards aligned professional development.
 - * Increase the percent of students successfully completing A-G requirements by 5%.
 - * Increase the percent of students successfully completing CTE programs by 5%.
 - * Increase the percent of students passing AP exams with a score of 3 or higher by 5%.
 - * Increase the percent of students "Ready for College" based on the Early Assessment Program in English Language Arts by 2%.
 - * Increase the percent of students "Ready for College" based on the Early Assessment Program in Math by 2%.
 - * Increase high school graduation rate by .5%.
 - * Decrease the high school drop out rate by .5%.
 - * 100% of students will have access to required courses of study as indicated on the Master Schedule.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
*Continue Curriculum Council and/or explore capacity building with lead teachers as instructional leaders.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$4,500 1000-1999: Certificated Personnel Salaries Supplemental and Concentration LCFF \$6,000 1000-1999: Certificated Personnel Salaries Supplemental and Concentration LCFF
*Continue to support the CCSS Math Adoption and ELA Adoption.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$80,000 4000-4999: Books And Supplies Base LCFF
*As determined by each school site, increase reading and math intervention programs which may include, but	LEA	<input type="checkbox"/> All OR:	\$43,120 4000-4999: Books And Supplies Supplemental and Concentration LCFF

not limited to, additional classroom support, the purchase of specific intervention curriculum or tutoring support in core academic areas priority enrollment for Low Income pupils, English Learners, and Foster Youth		<input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
*Sites will continue utilizing and maintaining Read 180 and/or System 44 Reading Intervention program with priority enrollment for Low Income pupils, English Learners, and Foster Youth.	LEA	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$16,000 1000-1999: Certificated Personnel Salaries Supplemental and Concentration LCFF
*Provide stipends for SST coordinators to gather information, contact parents, set meeting schedules, and work with teachers to address the needs of learners who are not making academic progress or have behavioral needs.	LEA	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) Special Education	\$4000 1000-1999: Certificated Personnel Salaries Supplemental and Concentration
*A Special Education Director was hired in April of the 2015-2016 school year and will continue in order to ensure that services are provided for special needs students and plan for improved behavior of students with disabilities that reflect enhanced opportunities for learning. The director will monitor and ensure compliance in all legal aspects of the IEP process.	LEA	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) Special Education	\$140,225 1000-1999: Certificated Personnel Salaries Supplemental and Concentration
Professional Development *GUSD will continue to support teachers of all subject areas with effective research based professional development opportunities to strengthen instruction and	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth	\$133,000 Supplemental and Concentration

<p>improve student outcomes.</p> <p>*All teachers are contracted for two additional days dedicated to professional development.</p> <p>*Gustine High School will continue to provide SVMl Math PD via the MCOE.</p> <p>*Gustine High School will provide PD to strengthen the AP Program.</p>		<p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>*Gustine High School will continue to provide experiential learning experiences for our students, for example Yosemite Nature Bridge Science Field Trip, AVID, FFA, and other academically focused field trips.</p>	Gustine High School	<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	\$20,000 Supplemental and Concentration
<p>*Additional Intervention Funds: RES will use additional intervention funds to purchase materials and supplies to increase services with priority enrollment for English Learners, Foster Youth, and Low Income Youth.</p>	Romero	<p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	\$5000 Supplemental and Concentration
<p>*Summer Enrichment Program Continue to support a one month summer enrichment program with transportation.</p>	Gustine Middle School	<p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	\$4800 Supplemental and Concentration
<p>*Beginning Teacher Support</p>	LEA	<p><input checked="" type="checkbox"/> All</p>	\$35,000 Base

Provide all new teachers with financial support for Induction Programs.		OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	
*Staff all instructional support positions to provide additional and extended learning in classrooms.	LEA	_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$196,000 Supplemental and Concentration
*ELD Coordinators will be provided stipends to coordinate state language assessments and provide Professional Development for adopted ELD standards/instructional strategies.	LEA	_ All OR: _ Low Income pupils <input checked="" type="checkbox"/> English Learners _ Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$8,000 Supplemental and Concentration
*The high school counselor will meet with English learners and Foster Youth to encourage enrollment in CTE courses.	GHS	_ All OR: _ Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$113,000 Supplemental and Concentration
*Incorporate Technology into the classrooms which supports the development of 21st Century Skills and better prepares students for college and career.	LEA	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners	\$125,000 Base

		<input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
*Career Readiness Coordinator 30% of time to EL for monitoring progress towards graduation and college and career readiness 10% of time to RFEP for monitoring progress towards graduation and college and career readiness and providing interventions as necessary	LEA	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$115,000 Supplemental and Concentration
*Provide district funding for schools to recruit, hire, train, and retain, staff to provide additional support and services for EL, Low income, and FY, as well as interventions, books, and materials.	LEA	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$50,000 Supplemental and Concentration
*Establish a system for on-going analysis of student performance and progress by providing teacher release time and collaborative learning time (PLC and instructional rounds) and site based PD by providing substitutes for release time.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$10,000 Supplemental and Concentration
*Increase and strengthen CTE course offerings in order to ensure college and career readiness.	Gustine High School	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent	\$94,000 Supplemental and Concentration

		English proficient _ Other Subgroups: (Specify)	
LCAP Year 2: 2017-2018			
Expected Annual Measurable Outcomes:	<ul style="list-style-type: none"> * 100% of students will have access to standards-aligned instructional materials based on current adoptions and purchases. * Student proficiency on the California Assessment of Student Performance and Progress (CAASPP) will increase 1% from the 2015-2016 results. * Percent of English Learners making progress on CELDT 2015 (AMAO 1) 45.6% will increase to 60% passing rate. * Increase the percent of EL students that become English proficient by 13% (less than 5 years) and 17% (5 years or more). * 100% of all teachers highly qualified including Special Education. * 80% of teachers grades TK-12 will participate in Common Core Standards aligned professional development. * Increase the percent of students successfully completing A-G requirements by 5%. * Increase the percent of students successfully completing CTE programs by 5%. * Increase the percent of students passing AP exams with a score of 3 or higher by 5%. * Increase the percent of students "Ready for College" based on the Early Assessment Program in English Language Arts by 2%. * Increase the percent of students "Ready for College" based on the Early Assessment Program in Math by 2%. * Increase high school graduation rate by .5%. * 100% of students will have access to required courses of study as indicated on the Master Schedule. 		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
*Continue Curriculum Council and build capacity with lead teachers as instructional leaders.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$4,500 1000-1999: Certificated Personnel Salaries Supplemental and Concentration LCFF <hr/> \$6,000 1000-1999: Certificated Personnel Salaries Supplemental and Concentration LCFF
*Continue to support the CCSS Math and ELA Adoption.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$18,000 4000-4999: Books And Supplies Base LCFF

<p>*As determined by each school site, increase reading and math intervention programs which may include, but not limited to, additional classroom support, the purchase of specific intervention curriculum or tutoring support in core academic areas.</p>	LEA	<p><input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$43,120 4000-4999: Books And Supplies Supplemental and Concentration LCFF</p>
<p>*Summer Enrichment Program Continue to support a one month summer enrichment program with transportation.</p>	LEA	<p><input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$6000 1000-1999: Certificated Personnel Salaries Supplemental and Concentration LCFF</p>
<p>*Sites will continue utilizing and maintaining Read 180 and/or System 44 Reading Intervention program with priority enrollment for Low Income pupils, English Learners, and Foster Youth.</p>	LEA	<p><input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$16,000 1000-1999: Certificated Personnel Salaries Supplemental and Concentration LCFF</p>
<p>*Provide stipends for SST coordinators to gather information, contact parents, set meeting schedules, and work with teachers to address the needs of learners who are not making academic progress or have behavioral needs.</p>	LEA	<p><input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) Special Education</p>	<p>\$4,000 1000-1999: Certificated Personnel Salaries Supplemental and Concentration LCFF</p>
<p>*A Special Education Coordinator will continue to ensure</p>	LEA	<p><input type="checkbox"/> All</p>	<p>\$140,225 Supplemental and Concentration LCFF</p>

<p>that services are provided for special needs students and plan for improved behavior of students with disabilities that reflect enhanced opportunities for learning.</p>		<p>OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) Special Education</p>	
<p>Professional Development</p> <p>*GUSD will continue to support teachers of all subject areas with effective research based professional development opportunities to strengthen instruction and improve student outcomes.</p> <p>*Gustine High School will continue to provide SVMH Math PD via the MCOE.</p> <p>*Gustine High School will provide PD to strengthen the AP Program.</p>	<p>LEA</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>133,000 Supplemental and Concentration LCFF</p>
		<p><input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>*Gustine High School will continue to provide experiential learning experiences for our students, for example Yosemite Nature Bridge Science Field Trip, AVID, FFA, and other academically focused field trips.</p>	<p>Gustine High School</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$20,000 Supplemental and Concentration LCFF</p>
<p>*Additional Intervention Funds: RES will use additional</p>		<p><input type="checkbox"/> All</p>	<p>\$5,000 Supplemental and Concentration LCFF</p>

intervention funds to purchase materials and supplies to increase services with priority enrollment for English Learners, Foster Youth, and SED students.	Romero	OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
*Beginning Teacher Support Provide all new teachers with financial support for Induction Programs.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$35,000 Base LCFF
*Staff all instructional support positions to provide additional and extended learning in classrooms.	LEA	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$196,000 Supplemental and Concentration LCFF
*ELD Coordinators will be provided stipends to coordinate state language assessments and provide Professional Development for adopted ELD standards/instructional strategies.	LEA	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$8,000 Supplemental and Concentration LCFF
*The high school counselor will meet with English learners and Foster Youth to encourage enrollment in CTE courses.	Gustine High School	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners	\$113,000 Supplemental and Concentration LCFF

		<input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
*Incorporate Technology into the classrooms which supports the development of 21st Century Skills and better prepares students for college and career.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$125,000 Base LCFF
*Career Readiness Coordinator 30% of time to EL for monitoring progress towards graduation and college and career readiness 10% of time to RFEP for monitoring progress towards graduation and college and career readiness and providing interventions as necessary	LEA	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$115,000 Supplemental and Concentration LCFF
*Provide district funding for schools to recruit, hire, train, and retain, staff to provide additional support and services for EL, Low income, and FY, as well as interventions, books, and materials.	LEA	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$50,000 Supplemental and Concentration LCFF
*Establish a system for on-going analysis of student performance and progress by providing teacher release time and collaborative learning time (PLC and instructional rounds).	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient	\$10,000 Supplemental and Concentration LCFF

		_ Other Subgroups: (Specify)	
*Increase and strengthen CTE course offerings in order to ensure college and career readiness.	Gustine High School	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$94,000 Supplemental and Concentration LCFF
LCAP Year 3: 2018-19			
Expected Annual Measurable Outcomes:	<ul style="list-style-type: none"> * 100% of students will have access to standards-aligned instructional materials based on current adoptions and purchases. * Student proficiency on the California Assessment of Student Performance and Progress (CAASPP) will increase 1% from the 2015-2016 results. * Percent of English Learners making progress on CELDT 2015 (AMAO 1) 45.6% will increase to 60% passing rate. * Increase the percent of EL students that become English proficient by 13% (less than 5 years) and 17% (5 years or more). * 100% of all teachers highly qualified including Special Education. * 80% of teachers grades TK-12 will participate in Common Core Standards aligned professional development. * Increase the percent of students successfully completing A-G requirements by 5%. * Increase the percent of students successfully completing CTE programs by 5%. * Increase the percent of students passing AP exams with a score of 3 or higher by 5%. * Increase the percent of students "Ready for College" based on the Early Assessment Program in English Language Arts by 2%. * Increase the percent of students "Ready for College" based on the Early Assessment Program in Math by 2%. * Increase high school graduation rate by .5%. * Decrease the high school dropout rate by .5%. * 100% of students will have access to required courses of study as indicated on the Master Schedule. 		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
*Continue Curriculum Council, but explore capacity building with lead teachers as instructional leaders.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$4,500 Supplemental and Concentration LCFF \$6,000 Supplemental and Concentration LCFF

*Continue to support the CCSS Math Adoption and ELA Adoption	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$80,000 4000-4999: Books And Supplies Base LCFF
*As determined by each school site, increase reading and math intervention programs which may include, but not limited to, additional classroom support, the purchase of specific intervention curriculum or tutoring support in core academic areas.	LEA	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$43,120 Supplemental and Concentration LCFF
*Sites will continue utilizing and maintaining Read 180 and/or System 44 Reading Intervention program with priority enrollment for Low Income pupils, English Learners, and Foster Youth.	LEA	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$16,000 1000-1999: Certificated Personnel Salaries Supplemental and Concentration LCFF
*Provide stipends for SST coordinators to gather information, contact parents, set meeting schedules, and work with teachers to address the needs of learners who are not making academic progress or have behavioral needs.	LEA	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) Special Education	\$4,000 Supplemental and Concentration LCFF
*A Special Education Coordinator will continue to ensure	LEA	<input type="checkbox"/> All	\$140,225 Supplemental and Concentration LCFF

that services are provided for special needs students and plan for improved behavior of students with disabilities that reflect enhanced opportunities for learning.		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) Special Education	
Professional Development *GUSD will continue to support teachers of all subject areas with effective research based professional development opportunities to strengthen instruction and improve student outcomes. *Gustine High School will continue to provide SVMl Math PD via the MCOE. *Gustine High School will provide PD to strengthen the AP Program.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$133,000 Supplemental and Concentration
*Gustine High School will continue to provide experiential learning experiences for our students, for example Yosemite Nature Bridge Science Field Trip, AVID, FFA, and other academically focused field trips.	Gustine High School	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$20,000 Supplemental and Concentration LCFF
*Additional Intervention Funds: RES will use additional intervention funds to purchase materials and supplies to increase services with priority enrollment for English Learners, foster youth, and low income students.	Romero	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$5,000 Supplemental and Concentration LCFF
*Summer Enrichment Program	Gustine	<input checked="" type="checkbox"/> All	\$4,800 Supplemental and Concentration LCFF

Continue to support a one month summer enrichment program with transportation.	Middle School	OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
*Beginning Teacher Support Provide all new teachers with financial support for Induction Programs.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$35,000 Base LCFF
*Staff all instructional support positions to provide additional and extended learning in classrooms.	LEA	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$196,000 Supplemental and Concentration LCFF
*ELD Coordinators will be provided stipends to coordinate state language assessments and provide Professional Development for adopted ELD standards/instructional strategies.	LEA	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$8,000 Supplemental and Concentration LCFF
*The high school counselor will meet with English learners and Foster Youth to encourage enrollment in CTE courses.	Gustine High School	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners	\$113,000 Supplemental and Concentration LCFF

		<input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
*Incorporate Technology into the classrooms which supports the development of 21st Century Skills and better prepares students for college and career.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$125,000 Base LCFF
*Career Readiness Coordinator 30% of time to EL for monitoring progress towards graduation and college and career readiness 10% of time to RFEP for monitoring progress towards graduation and college and career readiness and providing interventions as necessary	LEA	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$115,000 Supplemental and Concentration LCFF
*Provide district funding for schools to recruit, hire, train, and retain, staff to provide additional support and services for EL, Low income, and FY, as well as interventions, books, and materials.	LEA	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$50,000 Supplemental and Concentration LCFF
*Continue a system for on-going analysis of student performance and progress by providing teacher release time and collaborative learning time (PLC and instructional rounds).	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient	\$10,000 Supplemental and Concentration LCFF

		_ Other Subgroups: (Specify)	
*Continue and strengthen CTE course offerings in order to ensure college and career readiness.	Gustine High School	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$94,000 Supplemental and Concentration LCFF

Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.

<p>GOAL 2:</p>	<p>Goal 2: Gustine Unified School District will create safe, healthy, and welcoming learning environments to enhance the social emotional and academic learning for all students necessary to become productive members of society.</p>	<p>Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input type="checkbox"/> 8 COE only: 9 10 Local : Specify</p>
<p>Identified Need :</p>	<p>Needs: *A student survey of 839 students from grades K-12 showed that 66% of students feel school is a supportive and inviting place to learn and 67% of students feel that school is a safe place. According to the survey students want more activities. *District-wide truancy rates were "low" when compared to county and state levels, however one school had a truancy rate of 80%. *Many of the facilities are outdated and in need of repair. *A teacher survey showed that 73% of teachers feel connected to their schools and that it is a supportive environment. 91% of all teachers feel safe on campus.</p> <p>Metrics:</p> <ul style="list-style-type: none"> • Facilities in good repair • Chronic absenteeism rates • Student suspension rates • Student expulsion rates • School attendance rates • Other local measures 	
<p>Goal Applies to:</p>	<p>Schools: LEA Applicable Pupil Subgroups: ALL</p>	

LCAP Year 1: 2016-2017

Expected Annual Measurable Outcomes:

- *Facilities Inspection - Decrease the number of Williams Act Findings by 50%
- *Increase attendance rates by 1% at all sites
- *Decrease chronic absenteeism rate by 1%
- *Decrease the middle school drop out rate by .5%
- *Decrease the total number of suspensions to less than 90 per year.
- *Maintain expulsion rate at less than 5 per year.
- *Increase the number of students who state they feel that school is a supportive and inviting place to learn by 5%
- *Increase the number of teachers who state they feel safe and have school connectedness by 5%
- *Title I surveys will reflect an increase of parents stating that their students feel safe on campus.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide regular maintenance and repair to school facilities which will increase FIT percentages	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$530,000 Base
*Continue counseling services district-wide to help with social, emotional, and academic needs with a focus on unduplicated pupils.	LEA	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$113,000 Supplemental and Concentration
Increase availability of health services in order to provide better care to students.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$22,000 Supplemental and Concentration

		(Specify)	
*Hire a full time School Nurse in order provide more comprehensive care to low income pupils and foster youth as well as increasing care for all students.	LEA	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$100,000 Supplemental and Concentration
*Provide stipends for teachers to coach and organize various Student Events to encourage students to participate in school activities and stay in school and explore providing after school transportation.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$6000 Supplemental and Concentration
Provide a school resource officer to ensure the safety of students and staff.	Romero/ Gustine High School	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$33,000 Supplemental and Concentration
*The vice principal at the elementary and middle school will continue to help ensure the safety of students and staff.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$123,000 Supplemental and Concentration

*Continue to provide a stipend for Teacher in Charge role at all sites to maintain the safety of children in the absence of an administrator.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$3000 Supplemental and Concentration
*Implementation of Link Crew and Where Everyone Belongs with a focus on at risk students to decrease dropout rates. Provide a stipend for adviser.	Gustine Middle School/ Gustine High School	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$8,000 Supplemental and Concentration
*Provide ongoing training for staff to maintain and improve positive relationships with students and foster positive and respectful relationships between students.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$5,000 Supplemental and Concentration
*Purchase curriculum and implement a social skills program.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$5,000 Supplemental and Concentration
*Gustine High School will continue to provide a Spirit Activities Coordinator.	Gustine High School	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils	\$6000 Supplemental and Concentration

		_ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	
*Provide funding for sites to create programs or activities to promote student engagement in enrichment, clubs, or the arts.	LEA	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$20,000 Supplemental and Concentration

LCAP Year 2: 2017-2018

Expected Annual Measurable Outcomes: *Facilities Inspection - Decrease the number of Williams Act Findings by 50%
 *Increase attendance rates by 1% at all sites
 *Decrease chronic absenteeism rate by 1%
 *Decrease the middle school drop out rate by .5%
 *Decrease the total number of suspensions to less than 90 per year.
 *Maintain expulsion rate at less than 5 per year.
 *Increase the number of students who state they feel that school is a supportive and inviting place to learn by 5%
 *Title I surveys will reflect an increase of parents stating that their students feel safe on campus.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
*Provide regular maintenance and repair to school facilities which will increase FIT percentages	LEA	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$530,000 0000: Unrestricted Base
*Continue counseling services district-wide to help with social, emotional, and academic needs with a focus on	LEA	_ All OR:	\$113,000 Supplemental and Concentration

unduplicated pupils.		<input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Increase availability of health services in order to provide better care to students.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$22,000 Supplemental and Concentration
*Continue to support a full time School Nurse time in order provide more comprehensive care to low income and foster youth as well to better serve all students.	LEA	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$100,000 Supplemental and Concentration
*Provide stipends for teachers to coach and organize various Student Events to encourage students to participate in school activities and stay in school and explore providing after school transportation.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$6,000 Supplemental and Concentration
Provide a school resource officer to ensure the safety of students and staff.	Romero/ Gustine High School	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth	\$33,000 Supplemental and Concentration

		<input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
*The vice principal at the elementary and middle school will continue to help ensure the safety of students and staff.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$123,000 Supplemental and Concentration
*Continue to provide a stipend for Teacher in Charge role at all sites to maintain the safety of children in the absence of an administrator.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$3,000 Supplemental and Concentration
*Implementation of Link Crew and Where Everyone Belongs with a focus on at risk students to decrease dropout rates.	Gustine Middle School/Gustine High School	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$8,000 Supplemental and Concentration
*Provide ongoing training for staff to maintain and improve positive relationships with students and foster positive and respectful relationships between students.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:	\$5,000 Supplemental and Concentration

		(Specify)	
*Continue social skills program.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$5,000 Supplemental and Concentration
*Gustine High School will continue to provide a Spirit Activities Coordinator.	Gustine High School	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$6,000 Supplemental and Concentration
*Provide funding for sites to create programs or activities to promote student engagement in enrichment, clubs, or the arts.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$20,000 Supplemental and Concentration

LCAP Year 3: 2018-19

Expected Annual Measurable Outcomes:

- *Facilities Inspection - Decrease the number of Williams Act Findings by 50%
- *Increase attendance rates by 1% at all sites
- *Decrease chronic absenteeism rate by 1%
- *Decrease the middle school drop out rate by .5%
- *Decrease the total number of suspensions to less than 90 per year.
- *Maintain expulsion rate at less than 5 per year.
- *Increase the number of students who state they feel that school is a supportive and inviting place to learn by 5%
- *Title I surveys will reflect an increase of parents stating that their students feel safe on campus.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide regular maintenance and repair to school facilities which will increase FIT percentages	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$530,000 Base
*Continue counseling services district-wide to help with social, emotional, and academic needs with a focus on unduplicated pupils.	LEA	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$113,000 Supplemental and Concentration
Increase availability of health services in order to provide better care to students.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$22,000 Supplemental and Concentration

*Continue to support a full time School Nurse time in order provide more comprehensive care to low income pupils and foster youth as well as providing care for all students.	LEA	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$100,000 Supplemental and Concentration
*Provide stipends for teachers to coach and organize various Student Events to encourage students to participate in school activities and stay in school and explore providing after school transportation.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$6,000 Supplemental and Concentration
Provide a school resource officer to ensure the safety of students and staff.	Romero/ Gustine High School	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$33,000 Supplemental and Concentration
*The vice principal at the elementary and middle school will continue to help ensure the safety of students and staff.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$123,000 Supplemental and Concentration
*Continue to provide a stipend for Teacher in Charge	LEA	<input checked="" type="checkbox"/> All	\$3,000 Supplemental and Concentration

role at all sites to maintain the safety of children in the absence of an administrator.		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
*Continuation of Link Crew and Where Everyone Belongs with a focus on at risk students to decrease dropout rates.	Gustine Middle School/Gustine High School	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$8,000 Supplemental and Concentration
*Provide ongoing training for staff to maintain and improve positive relationships with students and foster positive and respectful relationships between students.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$8,000 Supplemental and Concentration
*Continue to support social skills program.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$5,000 Supplemental and Concentration
*Gustine High School will continue to provide a Spirit Activities Coordinator.	Gustine High School	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners	\$5,000 Supplemental and Concentration

		_ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	
*Provide funding for sites to create programs or activities to promote student engagement in enrichment, clubs, or the arts.	LEA	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$20,000 Supplemental and Concentration

Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.

GOAL 3: Goal 3: Gustine Unified School District will work together with parents, families, and the community to create partnerships that enhance student achievement to become successful members of society.

Related State and/or Local Priorities:
 1 _ 2 _ 3 X 4 _ 5 _ 6 _ 7 _ 8 _

COE only: 9 10

Local : Specify

Identified Need : Need:
 *A very low percentage of parents attend/participate in school activities.
 *Approximately 42% of parents in the district attend key district events (parent conferences, back to school night, open house, student celebrations)
 *A Parent Engagement survey showed that 62% of parents feel that the schools encourage parental involvement, 62% of parents feel comfortable participating in school activities, 34% feel that the school community has reached out them, and 45% of parents feel as though the school community has encouraged involvement in school events.

Metrics:
 • Efforts to seek parent input
 • Promotion of parental participation

Goal Applies to: Schools: LEA
 Applicable Pupil Subgroups: ALL

LCAP Year 1: 2016-2017

Expected Annual Measurable Outcomes:
 * Increase the number of parents of who feel that the schools encourage parental involvement by 5%.
 * Increase the number of parents of who feel comfortable participating in school activities by 5%.
 * Increase the number of parents who feel that the school community has reached out to them by 5%.
 * Increase the number of parents who feel that the school community has reached out to them by 5%.
 * Increase parent attendance at key district events by 5%.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
*Provide training for parents on how to monitor their student's progress using Aeries and Illuminate in English and Spanish.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:	\$1,000 Supplemental and Concentration

		(Specify)	
*Provide parent education classes and resources to parents on various topics.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$5,000 Supplemental and Concentration
*Provide Child Care at school meetings to ensure all parents are able to attend regardless of child care responsibilities.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$2,000 Supplemental and Concentration
*Provide a parent liaison to support in the interpretation/translation of meetings and other school communications to ensure that all parents can participate.	LEA	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$32,000 Supplemental and Concentration
*Provide Healthy Smiles services to families three times per year.	Gustine Elementary/ Romero Elementary	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$600 Supplemental and Concentration

<p>*Establish an events calendar for parents in English and Spanish and send it home quarterly via mail.</p>	<p>LEA</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$4000 Supplemental and Concentration</p>
<p>*Provide site funding for additional engagement activities.</p>	<p>LEA</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$8,000 Supplemental and Concentration</p>
<p>*Expand community engagement services through more social media, email communications, text, and traditional communication.</p>	<p>LEA</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$4,000 Supplemental and Concentration</p>

LCAP Year 2: 2017-2018

Expected Annual Measurable Outcomes: * Increase the number of parents of who feel that the schools encourage parental involvement by 5%.
* Increase the number of parents of who feel comfortable participating in school activities by 5%.
* Increase the number of parents who feel that the school community has reached out to them by 5%.
* Increase the number of parents who feel that the school community has reached out to them by 5%.
* Increase parent attendance at key district events by 5%.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>*Provide training for parents on how to monitor their student's progress using Aeries and Illuminate in English</p>	<p>LEA</p>	<p><input checked="" type="checkbox"/> All OR:</p>	<p>\$1,000 Supplemental and Concentration</p>

<p>and Spanish.</p>		<p><input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>*Provide parent education classes and resources to parents on various topics.</p>	<p>LEA</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$5,000 Supplemental and Concentration</p>
<p>*Provide Child Care at school meetings to ensure all parents are able to attend regardless of child care responsibilities.</p>	<p>LEA</p>	<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$2,000 Supplemental and Concentration</p>
<p>*Provide a parent liaison to support in the interpretation/translation of meetings and other school communications to ensure that all parents can participate.</p>	<p>LEA</p>	<p><input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$32,000 Supplemental and Concentration</p>
<p>*Provide Healthy Smiles services to families three times per year.</p>	<p>Gustine Elementary School/Romero</p>	<p><input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners</p>	<p>\$600 Supplemental and Concentration</p>

		<input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
*Establish an events calendar for parents in English and Spanish and send it home quarterly via mail.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$4,000 Supplemental and Concentration
*Provide site funding for additional engagement activities.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$6,000 Supplemental and Concentration
LCAP Year 3: 2018-19			
Expected Annual Measurable Outcomes:	* Increase the number of parents of who feel that the schools encourage parental involvement by 5%. * Increase the number of parents of who feel comfortable participating in school activities by 5%. * Increase the number of parents who feel that the school community has reached out to them by 5%. * Increase the number of parents who feel that the school community has reached out to them by 5%. * Increase parent attendance at key district events by 5%.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
*Provide training for parents on how to monitor their student's progress using Aeries and Illuminate in English and Spanish.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent	\$1,000 Supplemental and Concentration

		English proficient _ Other Subgroups: (Specify)	
*Provide parent education classes and resources to parents on various topics.	LEA	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$5,000 Supplemental and Concentration
*Provide Child Care at school meetings to ensure all parents are able to attend regardless of child care responsibilities.	LEA	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$2,000 Supplemental and Concentration
*Provide a parent liaison to support in the interpretation/translation of meetings and other school communications to ensure that all parents can participate.	LEA	_ All OR: _ Low Income pupils <input checked="" type="checkbox"/> English Learners _ Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$32,000 Supplemental and Concentration
*Provide Healthy Smiles services to families three times per year.	Gustine Elementary School/Romero	_ All OR: <input checked="" type="checkbox"/> Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$600 Supplemental and Concentration

*Establish an events calendar for parents in English and Spanish and send it home quarterly via mail.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$4,000
*Provide site funding for additional engagement activities.	LEA	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$6,000 Supplemental and Concentration

Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.

Annual Update

Annual Update Instructions: For each goal in the prior year LCAP, review the progress toward the expected annual outcome(s) based on, at a minimum, the required metrics pursuant to Education Code sections 52060 and 52066. The review must include an assessment of the effectiveness of the specific actions. Describe any changes to the actions or goals the LEA will take as a result of the review and assessment. In addition, review the applicability of each goal in the LCAP.

Guiding Questions:

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific schoolsites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 1 from prior year LCAP:	Goal 1: Increase student success in English Language Arts, math, science, social studies, and literacy.	Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/> Local : Specify
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Goal Applies to: Schools: LEA
Applicable Pupil Subgroups: ALL

Expected Annual Measurable Outcomes:	<ul style="list-style-type: none"> * 100% of students will have access to standards-aligned instructional materials based on current adoptions and purchases. * Student proficiency on the California Assessment of Student Performance and Progress (CAASPP) will increase 1% from the 2014-2015 results. * Percent of English Learners making progress on CELDT 2014 (AMAO 1) 45.6% will increase to 50% passing rate. * Increase the percent of EL students that become English proficient by 13% (less than 5 years) and 17% (5 years or more). 	Actual Annual Measurable Outcomes:	<ul style="list-style-type: none"> *100% of students have access to standards-aligned instructional materials based on current adoptions in math. * Student proficiency on the California Assessment of Student Performance and Progress (CAASPP) will increase 1% from the 2014-2015 results--To be determined when CAASPP scores are released. *Percent of English Learners making progress on CELDT 2014 (AMAO 1) was increased from 45.6% to 56%, exceeding the goal of a 50% pass rate. *Increase the percent of EL students that become proficient by 13% (less than 5 years) and 17% (5 years or more). The English Learners (less than 5 years) increased from 17.2% to 19.1%, which is an increase, but the target was not met. The district will provide training for all staff in ELD strategies to improve instruction. The English Learners (5 years or more) decreased from 28.8% to 27.4%. The district will provide additional training and support to work with students identified as long term English Learners to provide additional supports and interventions to increase the number of students who become proficient.
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LCAP Year: 2015-2016

Planned Actions/Services		Actual Actions/Services	
	Budgeted Expenditures		Estimated Actual Annual Expenditures
Curriculum Council	\$4,500	Curriculum Council	\$4500 Supplemental and Concentration
*Creation of a Curriculum Council that will be comprised of teachers. This council will review and make recommendations regarding	1000-1999: Certificated Personnel Salaries Base LCFF \$15,000 1000-1999: Certificated	Curriculum Council was created in the 2014-2015 school year. It is comprised of teacher representatives from each school site and administrators. The	\$5400 Supplemental and Concentration

<p>curriculum adoptions.</p>	<p>Personnel Salaries Base LCFF</p>	<p>council reviewed curriculum and made recommendations regarding curriculum adoptions.</p>	
<p>Scope of Service LEA</p>		<p>Scope of Service LEA</p>	
<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Purchase of curricular materials: *Purchase CCSS aligned curricular materials for ELA/ELD Gustine Elementary, Romero Elementary, and Gustine Middle School purchased the materials. *Gustine Elementary School and Romero Elementary School will purchase Reflex Math as intervention software for math. *Gustine High School will purchase and will use the Read 180 program. *Purchase Intensive Math Intervention for Special Education.</p>	<p>\$18,000 4000-4999: Books And Supplies Base LCFF \$2,000 4000-4999: Books And Supplies Base LCFF \$13,600 4000-4999: Books And Supplies Base LCFF \$25,000 5000-5999: Services And Other Operating Expenditures Base LCFF</p>	<p>Purchase of curricular materials: *An adoption committee was formed to review the current materials up for adoption and have recommended CCSS aligned curricular materials for ELA/ELD for Gustine Elementary, Romero Elementary, and Gustine Middle School. Expense has been shifted to mandate one time funds. *Gustine Elementary School and Romero Elementary School purchased Reflex Math as intervention software for math. RES used Title 1 PI funds to purchase reflex. *Gustine High School purchased and used the Read 180 program which included SRI licenses for monitoring EL progress. *Do the Math Now! was purchased as a Special Education math intervention.</p>	<p>\$3,096 Supplemental and Concentration \$3,414 Supplemental and Concentration \$4,955 Special Education</p>
<p>Scope of Service LEA</p>		<p>Scope of Service LEA</p>	

<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Additional intervention funds provided to Romero Elementary. *Romero Elementary will use the additional funds to purchase materials and supplies for interventions.	\$4,940 4000-4999: Books And Supplies Supplemental and Concentration LCFF	Additional intervention funds provided to Romero Elementary. *Romero Elementary used the additional funds to purchase materials, supplies, and licenses for Read 180 intervention.	\$4,055 Supplemental and Concentration
Scope of Romero Service <input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Romero Service <input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Summer Enrichment Program *Continue to support a one month summer enrichment program designed to enrich on grade level and above grade level students in the areas of science, technology, math, and engineering.	\$2,500 1000-1999: Certificated Personnel Salaries Base LCFF	Summer Enrichment Program *The one month summer enrichment program designed to enrich on grade level and above grade level students in the areas of science, technology, math, and engineering was successful. There were two classes comprised of 5th through 8th grade students. The district would like to continue this program.	\$3,614.10 Supplemental and Concentration \$4,560 Supplemental and Concentration

Scope of Service	Gustine Middle School	Scope of Service	Gustine Middle School
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	Goal 1: Increase student success in English Language Arts, math, science, social studies, and literacy will be consolidated with Goal 2: Recruit, hire, train and retain high quality staff who are committed, collaborative, caring, and exemplary and Goal 3: Prepare students to be college and career ready into one goal. The new consolidated goal will become Goal 1: Gustine Unified School district will develop and enhance quality instructional programs, through professional development and recruitment of quality teachers to increase student achievement and prepare students to be college and career ready. The goals were consolidated to focus on the state priority of student achievement. We also want all stakeholders to know and understand the goals in the LCAP. The actions in Goal 1 will focus on student learning and provide staff with the training and skills necessary to reach all of our student populations, especially the socioeconomically disadvantaged students, English Learners, and Foster Youth, to help all students achieve their goals and become college and career ready.		

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 2 from prior year LCAP:	Goal 2: Recruit, hire, train and retain high-quality staff who are committed, collaborative, caring and exemplary.	Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 _ 4 _ 5 _ 6 _ 7 _ 8 _ COE only: 9 _ 10 _ Local : Specify
Goal Applies to:	Schools: LEA Applicable Pupil Subgroups: ALL	-----
Expected Annual Measurable Outcomes:	* Maintain 100% of all teachers highly qualified including Special Education. * 60% of teachers grades TK-12 will participate in Common Core Standards aligned professional development.	Actual Annual Measurable Outcomes: *Currently 95% of all teachers are highly qualified including Special Education. *86% of teachers in grades TK-12 participated in district wide Common Core Standards aligned professional development.
LCAP Year: 2015-2016		
Planned Actions/Services		Actual Actions/Services
	Budgeted Expenditures	Estimated Actual Annual Expenditures
Beginning Teacher Support *Provide all new teachers with financial support to complete the BTSA Induction Program through the Merced County Office of Education.	\$42,000 0000: Unrestricted Base LCFF	Beginning Teacher Support *Provided all new teachers with financial support to complete the BTSA Induction Program through the Merced County Office of Education. \$30,791 Supplemental and Concentration
Scope of Service LEA		Scope of Service LEA
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)

<p>Special Education</p> <p>*Staff all Special Education positions with appropriately skilled, credentialed, and authorized teachers in all subject areas, and appropriate to the students they are teaching.</p> <p>*Staff all instructional support positions.</p>	<p>\$70,000 1000-1999: Certificated Personnel Salaries Special Education LCFF</p> <p>\$9,000 2000-2999: Classified Personnel Salaries Special Education LCFF</p>	<p>Special Education</p> <p>*Staffed all Special Education positions with appropriately skilled, credentialed, and authorized teachers in all subject areas, and appropriate to the students they are teaching.</p> <p>*A new position of Special Education Coordinator was created and filled in April 2016.</p> <p>*Staffed all instructional support positions--added a special education aide at Gustine High School in November 2015.</p> <p>*Hired a Special Education Director in April 2016. This was a newly created position.</p>	<p>\$59,400 Special Education</p> <p>\$33,754 Special Education</p> <p>\$14,700 Special Education</p>
<p>Scope of LEA Service</p> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input checked="" type="checkbox"/> Other Subgroups: (Specify) Special Education</p>		<p>Scope of LEA Service</p> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input checked="" type="checkbox"/> Other Subgroups: (Specify) Special Education</p>	
<p>Professional Development</p> <p>*Provide two days of professional development on Mathematics/Technology and professional development to support common core instructional strategies.</p> <p>*Increase the daily substitute rate on professional development days to help ensure there is sufficient classroom</p>	<p>\$49,000 1000-1999: Certificated Personnel Salaries Base LCFF</p> <p>\$15,400 1000-1999: Certificated Personnel Salaries Base LCFF</p>	<p>Professional Development</p> <p>*Two days of professional development on Mathematics for TK-6 and PLCs for 7-12 and the Art and Science of Teaching (TK-12) and professional development to support common core instructional strategies--Expenses have been shifted to utilize Title II funds.</p> <p>*The daily substitute rate on</p>	<p>\$22,418 Supplemental and Concentration</p>

<p>coverage to release teachers to attend the professional development offerings.</p>		<p>professional development days was increased to help ensure there was sufficient classroom coverage to release teachers to attend the professional development offerings.</p>	
<p>Scope of LEA Service</p> <p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of LEA Service</p> <p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Provide professional development on adopted ELD standards/Instructional Strategies.</p>	<p>\$2,000 5000-5999: Services And Other Operating Expenditures Supplemental and Concentration LCFF</p>	<p>Provided professional development on adopted ELD standards/Instructional Strategies for select teachers-- Expenses have been shifted to utilize Title III funds.</p>	
<p>Scope of LEA Service</p> <p><input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of LEA Service</p> <p><input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?</p>	<p>Goal 2: Recruit, hire, train and retain high quality staff who are committed, collaborative, caring, and exemplary will be consolidated with Goal 1: Increase student success in English Language Arts, math, science, social studies, and literacy and Goal 3: Prepare students to be college and career ready into one goal. The new consolidated goal will become Goal 1: Gustine Unified School district will develop and enhance quality instructional programs, through professional development and recruitment of quality teachers to increase student achievement and prepare students to be college and career ready. The goals were consolidated to focus on the state priority of student achievement. We also want all stakeholders to know and understand the goals in the LCAP. The actions in Goal 1 will focus on student learning and provide staff with the training</p>		

	and skills necessary to reach all of our student populations, especially the socioeconomically disadvantaged students, English Learners, and Foster Youth, to help all students achieve their goals and become college and career ready.
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Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

<p>Original GOAL 3 from prior year LCAP:</p>	<p>Goal 3: Prepare students to be college and career ready.</p>	<p>Related State and/or Local Priorities:</p>	
		<p>1 _ 2 _ 3 _ 4 <input checked="" type="checkbox"/> 5 _ 6 _ 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/></p>	
		<p>COE only: 9 _ 10 _</p>	
		<p>Local : Specify</p>	
<p>Goal Applies to: Schools: LEA Applicable Pupil Subgroups: ALL</p>			
<p>Expected Annual Measurable Outcomes:</p>	<ul style="list-style-type: none"> * Increase the percent of students successfully completing A-G requirements by 5%. * Increase the percent of students successfully completing CTE programs by 5%. * Increase the percent of students passing AP exams with a score of 3 or higher by 5%. * Increase the percent of students "Ready for College" based on the Early Assessment Program in English Language Arts by 2%. * Increase the percent of students "Ready for College" based on the Early Assessment Program in Math by 2%. * Increase high school graduation rate by .5%. * 100% of students will have access to required courses of study as indicated on the Master Schedule. 	<p>Actual Annual Measurable Outcomes:</p>	<ul style="list-style-type: none"> * Increase the percent of students successfully completing A-G requirements by 5%. The most current data from from the 2014-2015 school year shows the number of students successfully completing A-G requirements was 35.71%, this is an increase from 22.33% in 2013-2014. This is a 59% increase. * Increase the percent of students successfully completing CTE programs by 5%. The percentage of students completing the CTE pathway in 2014-2015 was 9% and it increased to 11% in 2015-2016. GUSD did not meet the goal, but with the additional CTE pathways being offered in 2016-2017, the percentage is expected to increase. * Increase the percent of students passing AP exams with a score of 3 or higher by 5%. The percent of students students who passed the AP exam with a score of 3 or higher decreased from 58.3% in 2014 to 39.1% in 2015. * Increase the percent of students "Ready for College" based on the Early Assessment Program in English Language Arts by 2%. The number of students who are "Ready for College" is 13%, while 51% were "Conditionally Ready for College." * Increase the percent of students "Ready for College" based on the Early Assessment Program in Math by 2%. The number of students who are "Ready for College" was 0% and 16% were "Conditionally Ready for College." The goal was not met, but Gustine High School will partner with MCOE to provide SVMII professional development to build the teacher's instructional strategies for Common Core to increase student achievement. * Increase high school graduation rate by .5%. The most current data from the state is 2013-2014 and the graduation rate was 84.8% which decreased from the 2012-2013 data of 91%. With the increase of counseling services and the additional CTE

		pathways offered in 2016-2017, students will have more support and motivation to stay in school. * 100% of students have access to required courses of study as indicated on the Master Schedule.	
LCAP Year: 2015-2016			
Planned Actions/Services		Actual Actions/Services	
Budgeted Expenditures		Estimated Actual Annual Expenditures	
* The high school counselor will meet with English Learners and Foster Youth to encourage enrollment in CTE programs.	\$95,000 7000-7439: Other Outgo Supplemental and Concentration LCFF	The high school counselor met with English Learners and Foster Youth to encourage enrollment in CTE courses.	\$102,000 Supplemental and Concentration
Scope of Service Gustine High School _ All OR: _ Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)		Scope of Service Gustine High School _ All OR: _ Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	
Incorporate technology which supports the development of 21st Century Skills and better prepares students for College and Career	\$90,000 5000-5999: Services And Other Operating Expenditures Base LCFF	Technology has been incorporated throughout the district, including rolling carts with class sets of computers.	\$247,407 Base
*Ten classrooms will be provided with iPads, tables and laptops for teacher and student education.		Four classrooms, one at each site, were updated with Chromebooks, tables, projectors, smart screens, and wiring.	
Scope of Service Gustine High School <input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth		Scope of Service LEA <input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth	

_ Redesignated fluent English proficient _ Other Subgroups: (Specify)		_ Redesignated fluent English proficient _ Other Subgroups: (Specify)	
College & Career Readiness Coordinator *30% of time will be dedicated to working with EL students to provide support for completion of high school course work. *10% of time will be dedicated to working with RFEP students to review coursework and provide interventions as necessary.	\$71,500 1000-1999: Certificated Personnel Salaries Supplemental and Concentration LCFF	College and Career Readiness Coordinator *The College and Career Readiness Coordinator provided support for EL students throughout the school year to ensure that they were completing high school coursework. *The College and Career Readiness Coordinator reviewed coursework and provided interventions when necessary for Redesignated English Proficient Students.	\$104,163 Supplemental and Concentration
Scope of Service Gustine High School _ All OR: _ Low Income pupils <input checked="" type="checkbox"/> English Learners _ Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)		Scope of Service Gustine High School _ All OR: _ Low Income pupils <input checked="" type="checkbox"/> English Learners _ Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	Goal 3: Prepare students to be college and career ready will be consolidated with Goal 1: Increase student success in English Language Arts, math, science, social studies, and literacy and Goal 2: Recruit, hire, train and retain high quality staff who are committed, collaborative, caring, and exemplary into one goal. The new consolidated goal will become Goal 1: Gustine Unified School district will develop and enhance quality instructional programs, through professional development and recruitment of quality teachers to increase student achievement and prepare students to be college and career ready. The goals were consolidated to focus on the state priority of student achievement. We also want all stakeholders to know and understand the goals in the LCAP. The actions in Goal 1 will focus on student learning and provide staff with the training and skills necessary to reach all of our student populations, especially the socioeconomically disadvantaged students, English Learners, and Foster Youth, to help all students achieve their goals and become college and career ready.		

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

<p>Original GOAL 4 from prior year LCAP:</p>	<p>Goal 4: Create safe and welcoming learning environments where students are connected to their schools.</p>	<p>Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/> Local : Specify</p>
<p>Goal Applies to: Schools: LEA Applicable Pupil Subgroups: ALL</p>		
<p>Expected Annual Measurable Outcomes:</p>	<ul style="list-style-type: none"> * Facilities Inspection - Decrease the number of Williams Act Findings by 50%. * Increase attendance rates by 1% at all sites. * Decrease Chronic absenteeism rate by 1% * Decrease the middle school drop out rate by .5%. * Decrease the high school dropout rate by 1%. * Increase the high school graduation rate by .5%. * Decrease total number of suspension to less than 90. * Maintain expulsion rate at less than 5 per year. * Increase the number of students who state they feel that school is a supportive and inviting place to learn by 5%. * Title I surveys will reflect an increase of parents stating their students feel safe on campus. 	<p>Actual Annual Measurable Outcomes:</p> <ul style="list-style-type: none"> * Facilities Inspection - Decrease the number of Williams Act Findings by 50%, The Williams Act Finding were not decreased by 50%, but GUSD passed a bond to improve facilities in November 2014 and projects will begin the summer of 2016 and once all projects have been completed the findings will decrease. * Attendance rates have increased by .37%. The district did not meet the target, but increasing attendance is a priority at all sites. * Chronic absenteeism rate has decreased by 1%. * The middle school drop out rate has decreased by 2.1%, exceeding the goal of reducing it by .5%. *The high school dropout rate has decreased from 9% in 2013 to 2.8% in 2014. We met the goal by decreasing the dropout rate by 6.2%. The Hispanic dropout rate is slightly higher at 3.5%. * Increase the high school graduation rate by .5%. The high school graduation rate decreased by 6.2% from the 2013 data to the 2014 data. Adding counseling and more CTE courses will provide additional support for students and motivate them to stay in school. * The total number of suspensions has decreased from last year, but is greater than 90. * Maintain expulsion rate at less than 5 per year. GUSD had 4 expulsions during the 2015-2016 school year, maintaining the expulsion rate at less than 5 per year. * Increase the number of students who state they feel school is a supportive and inviting place to learn by 5%. A survey conducted showed that 66% (baseline) of students feel that school is a supportive and inviting place to learn. * Title I surveys reflect an increase of parents stating their

		students feel safe on campus.	
LCAP Year: 2015-2016			
Planned Actions/Services		Actual Actions/Services	
	Budgeted Expenditures		Estimated Actual Annual Expenditures
*Provide regular maintenance and repair to school facilities which will increase the overall percentage on the Facilities Inspection Tool.	\$60,000 7000-7439: Other Outgo Base LCFF	Regular maintenance and repair to school facilities was increased, but the overall percentage on the FIT did not increase.	\$528,938 Base
Scope of LEA Service <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of LEA Service <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Physical and Mental Health *Hire a Marriage/Family/Child Counselor (MFCC) at the Secondary Level to help students deal with the struggles of school and life and help keep them in school and on the path to graduation. 20% of time will be dedicated to supporting Foster Youth *Hire a MFCC Elementary Level: help students deal with the struggles of school and life and help keep them in school and on the path to graduation. 20% of time will be dedicated to supporting Foster Youth *Increase Health Clerk hours in order to provide better care/services to students in need.	\$23,000 1000-1999: Certificated Personnel Salaries Supplemental and Concentration LCFF \$25,000 1000-1999: Certificated Personnel Salaries Supplemental and Concentration LCFF	Physical and Mental Health *A Pupil Personnel Services (PPS) Counselor was hired at the end of the 2014-2015 school year at the Secondary Level to help all students deal with the struggles of school and life and help keep them in school and on the path to graduation. 20% of the counselors time was dedicated to supporting Foster Youth. *The district was unable to hire a MFCC Elementary Level. A schedule has been created to ensure that all students at all sites are receiving services by the MFCC initially hired to serve secondary students. *Health Clerk hours were increased at three sites in order to provide better	\$101,996 Supplemental and Concentration \$35,782 Supplemental and Concentration

<p>*Increase School Nurse time in order to provide more comprehensive care to students.</p>		<p>care/services to students in need.</p> <p>*School Nurse time was not increased due to a lack of availability by the school nurse. As a result, the district has posted a position for a full time school nurse to provide comprehensive care to students.</p>	
<p>Scope of LEA Service</p> <p><input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of LEA Service</p> <p><input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>*Provide stipends for teacher(s) to coach and organize various Student Events to encourage students to participate in school activities and to stay in school.</p>	<p>\$3,000 0001-0999: Unrestricted: Locally Defined Base LCFF</p>	<p>Stipends were provided to teachers to coach and organize student events. The district will continue to offer stipends to promote student engagement.</p>	<p>\$5,955 Supplemental and Concentration</p>
<p>Scope of LEA Service</p> <p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of LEA Service</p> <p><input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>*Provide a School Resource Deputy to ensure the safety of students and staff.</p>	<p>\$10,000 5000-5999: Services And Other Operating Expenditures Base LCFF</p>	<p>A school resource deputy was provided at Romero Elementary School to ensure the safety of students and staff. The district will continue to provide the</p>	<p>\$23,749 Supplemental and Concentration</p>

<p>Scope of Service Romero</p> <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<p>deputy. Scope of Service Romero</p> <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
<p>*Reinstate Vice Principal at the Elementary and Middle School to help ensure the safety of students and staff.</p>	<p>\$109,200 1000-1999: Certificated Personnel Salaries Base LCFF</p>	<p>The Vice Principal was reinstated in October 2015 and is a split position between Gustine Elementary School and Gustine Middle School.</p>	<p>\$82,130 Supplemental and Concentration</p>
<p>Scope of Service Elementary</p> <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<p>Scope of Service Gustine Elementary/Gustine Middle School</p> <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
<p>What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?</p>	<p>Most actions in this goal will continue. Gustine Unified School District has posted a position for a full time school nurse, due to not being able to increase the hours and to better meet the needs of our students. GUSD has decided to not pursue an elementary MFCC and will be removing that action. Goal 4: Create a safe and welcoming learning environment where students are connected to their schools has been rewritten to state: Gustine Unified School District will create a safe, healthy, and welcoming learning environments to enhance the social emotional and academic learning for all students, necessary to become productive members of society. It will become Goal 2 due to consolidation of goals.</p>		

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

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Original GOAL 5 from prior year LCAP:	Goal 5: Engage parents, families and the community to support student success in school.	Related State and/or Local Priorities: 1 _ 2 _ 3 <u>X</u> 4 _ 5 _ 6 _ 7 _ 8 _ COE only: 9 _ 10 _ Local : Specify	
Goal Applies to: Schools: LEA Applicable Pupil Subgroups: All			
Expected Annual Measurable Outcomes:	<ul style="list-style-type: none"> * Parent participation surveys will be sent out to determine parent needs. * Establish a baseline for parents attendance at key district events 	Actual Annual Measurable Outcomes:	<p>*A Parent Engagement Survey in English and Spanish was mailed home in April to all families in the district. One hundred sixteen surveys were returned. 62% of the parents feel that schools encourage parent involvement, 62% feel comfortable participating in school activities. 33% of parents feel the school community has reached out to them and 45% feel as though the school community has encouraged their attendance in school events. Parents stated that they would be more likely to participate if there were more communication between the school and community (20%), more information about involvement opportunities (21%), and more information about how to support their students at home (18%). The preferred times for parent participation are before school (21%), after school (34%), and evening (93%). Parents prefer to get their information from the school with information sent home with the child (20%), text messages (18%), phone calls home (18%), and information mailed home (13%).</p> <p>*A baseline of 42% of our parents/guardians attended key district events: back to school night, parent conferences, and open house.</p>
LCAP Year: 2015-2016			
Planned Actions/Services		Actual Actions/Services	
*Provide training for parents on how to monitor their student's progress using AERIES and Illuminate	Budgeted Expenditures	Training for parents on how to monitor their student's progress using AERIES was provided at Back to School Night. Illuminate training did not occur because we decided to wait until the	Estimated Actual Annual Expenditures
			\$500 Supplemental and Concentration

		2016-2017 school year to open up the parent portal as it was a new program for teachers this year.	
Scope of LEA Service		Scope of LEA Service	
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
*Provide training for Spanish speaking parents on how to monitor their student's progress using AERIES and Illuminate.	\$500 5000-5999: Services And Other Operating Expenditures Supplemental and Concentration LCFF	Training for parents on how to monitor their student's progress using AERIES was provided in Spanish at Back to School Night. Illuminate training did not occur because we decided to wait until the 2016-2017 school year to open up the parent portal as it was a new program for teachers this year.	\$500 Supplemental and Concentration
Scope of LEA Service		Scope of LEA Service	
<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Parent Education	\$400 5000-5999: Services And Other Operating Expenditures Supplemental and Concentration LCFF	Parent Education	\$500 Supplemental and Concentration
*Provide parenting classes to Spanish Speaking Parents on various topics of interest to the parents.	\$5,000 5000-5999: Services And Other Operating Expenditures Supplemental and Concentration	*Provided parenting classes to Spanish Speaking Parents on various topics of interest to the parents at Romero Elementary School. The parenting classes did not take place at Gustine Elementary School this year.	\$2500 Supplemental and Concentration
*Latino Family Literacy (Romero			\$0 Supplemental and Concentration
			\$29,012 Supplemental and Concentration

<p>Elementary)</p> <p>*Provide child care at school meetings to ensure all parents are able to attend regardless of child care responsibilities.</p> <p>*Provide a "Parent Liaison" to support in the translation of meetings and other school communications to ensure that all parents can participate.</p>	<p>LCFF</p> <p>\$500 2000-2999: Classified Personnel Salaries Supplemental and Concentration LCFF</p> <p>\$7,500 2000-2999: Classified Personnel Salaries Supplemental and Concentration LCFF</p>	<p>*Latino Family Literacy (Romero Elementary)</p> <p>*Child care at meetings was not utilized, but plans are in place to offer child care at all school meetings next year.</p> <p>**"Parent Liaisons" were provided to support in the translation of meetings and other school communications to ensure that all parents could participate.</p>	<p>Concentration</p>
<p>Scope of LEA Service</p> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of LEA Service</p> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>*Provide Healthy Smiles services to families three times per year.</p>	<p>\$500 5000-5999: Services And Other Operating Expenditures Base LCFF</p>	<p>Healthy Smiles Dental van provided services to all students who chose to participate.</p>	<p>\$500 Supplemental and Concentration LCFF</p>
<p>Scope of LEA Service</p> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p>		<p>Scope of LEA Service</p> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p>	

<ul style="list-style-type: none"> _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify) 		<ul style="list-style-type: none"> _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify) 	
<p>What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?</p>	<p>Goal 5: Engage parents, families, and the community to support student success in school, has been modified to state: Gustine Unified School District will work together with parents, families, and the community to create partnerships that enhance student achievement, necessary to become successful members of society. This goal also moves to Goal 3 due to the consolidation of goals. All actions in this section will continue in the 2016-2017 LCAP.</p>		

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Section 3: Use of Supplemental and Concentration Grant funds and Proportionality

A. In the box below, identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5).

Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496.

For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a schoolsite in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district’s goals for unduplicated pupils in the state and any local priority areas. (See 5 CCR 15496(b) for guidance.)

Total amount of Supplemental and Concentration grant funds calculated:	\$3,269,734
<p>Gustine Unified School District is using supplemental and concentration funds district-wide and principally directed towards the 81% of unduplicated students, which include low income, foster youth, and English Learners. Some of the specific actions to serve unduplicated students in the 2016-2017 school year include:</p> <ul style="list-style-type: none"> • Intervention Programs and services for students have been increased to include all sites. • Student support services have increased with the greater availability of health clerks. • Extended remediation is offered during summer school. 	

B. In the box below, identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a).

Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

23.5	%	<p>Gustine Unified School District (GUSD) minimum proportionality percentage is 23.58%. The majority of the students served are unduplicated pupils (81%). The actions included in the LCAP best serve all students and are principally directed towards English Learners, foster youth, and low income students. The actions and services described above utilize at least the required minimum proportionality amount. For example some of the actions and services described in this LCAP serve ALL students, including unduplicated pupils to meet the minimum proportionality include:</p> <ul style="list-style-type: none"> • increased CTE offerings at the high school level to provide additional pathway opportunities • support staff to translate materials and interpret during all parent engagement opportunities • increased opportunities to promote student engagement
8%		

- expanded communication and engagement opportunities for parents

LOCAL CONTROL AND ACCOUNTABILITY PLAN AND ANNUAL UPDATE APPENDIX

For the purposes of completing the LCAP in reference to the state priorities under Education Code sections 52060 and 52066, the following shall apply:

(a) "Chronic absenteeism rate" shall be calculated as follows:

- (1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where "chronic absentee" means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(b) "Middle School dropout rate" shall be calculated as set forth in California Code of Regulations, title 5, section 1039.1.

(c) "High school dropout rate" shall be calculated as follows:

- (1) The number of cohort members who dropout by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(d) "High school graduation rate" shall be calculated as follows:

- (1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(e) "Suspension rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(f) "Expulsion rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: 2016/17 Budget Adoption

AGENDA SECTION: Action/Public Hearing

PRESENTED BY: Bill Morones, Superintendent

SUMMARY:

The District Governing Board of Education must certify in writing the 2016/17 budget was developed using state-adopted Criteria and Standards and that it includes the expenditures necessary to implement the Local Control Accountability Plan (LCAP) effective for the budget year. The budget must be filed and adopted subsequent to a public hearing by the Board, pursuant to Ed Code sections 33129, 42127, 52060, 52061, and 52062.

If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district must comply with the requirements of paragraph (B) and (C) of paragraph (2) of subdivision (a) of Education code Section 42127. The Adopted Budget Reserve Disclosure, attached in the presentation, complies with this requirement.

FISCAL IMPACT: Total 2016/17 Budget

BUDGET CATEGORY: All Budget Categories

RECOMMENDED ACTION: Approve

NOTICE

PUBLIC HEARING
WEDNESDAY, JUNE 8, 2016, 7:00 p.m.
GUSTINE UNIFIED SCHOOL DISTRICT
1500 MEREDITH AVENUE
GUSTINE, CALIFORNIA 95322

The Gustine Unified School District Board of Education will conduct a public hearing at 7:00 p.m. in the Board Room at 1500 Meredith Avenue, Gustine, California, to obtain community input regarding the following:

1. Budget Adoption, 2016/17

Posted 6/3/16

GUSTINE

UNIFIED SCHOOL DISTRICT

{ Preparing students for the future...Today! }



2015-2016 Estimated Actuals
2016-2017 Adopted Budget
2017-18 & 2018-19
Multi-Year Projections



Governing Board of Trustees

2015-2016

Pat Rocha, President
Crickett Brinkman, Clerk
Linetta Borrelli, Trustee
Ernie Longoria, Trustee
Loretta Rose, Trustee

**Bill Morones,
Superintendent**

The following report represents Gustine Unified School District's 2016-2017 Adopted Budget. This report includes the District's financial and operational revenues, expenditures and all necessary disclosures commencing July 1, 2016. The District Governing Board of Education must certify in writing the budget was developed using state-adopted Criteria and Standards and that it includes the expenditures necessary to implement the Local Control Accountability Plan (LCAP) effective for the budget year. The budget must be filed and adopted subsequent to a public hearing by the Board, pursuant to Ed Code sections 33129, 42127, 52060, 52061, and 52062.

This Executive Summary consolidates the most important financial information for the Board of Trustees. The Executive Summary consists of: a Narrative, Budget, Ending Balances & Reserves, Budget Assumptions/Highlights, and Enrollment Projections. In addition, detailed budget information and additional supplemental reporting are also available for further reference.

The first part of the Executive Summary below is the General Fund Combined (Unrestricted & Restricted) Budget, with totals by Revenue and Expense categories for the 2015-16 Estimated Actuals, 2016-17 Adopted Budget projections and the two subsequent years, 2017-18 and 2018-19. There is steady growth and stability in LCFF revenues across all projected years. State Revenues drop substantially in 2017-18 due to the elimination of 1x revenues. Expenses in 17-18 also drop for the corresponding elimination of the 1x expenses. This is followed by slight increases to expenses in 18-19. Deficit spending is eliminated in all years except 2016-17. The deficit spending in 2016-17 is temporary due to large carryover balances of 1x funds. This projection continues to be a favorable financial outlook for the District's future years.

Gustine Unified School District
Multi-Year Projections - 2016-2019
2016-2017 Adopted & 2015-2016 Estimated Actuals
EXECUTIVE SUMMARY
FINAL

General Fund-Combined	2015-2016 ESTIMATED ACTUALS	2016-2017 ADOPTED BUDGET	2017-2018 PROJECTED	2018-2019 PROJECTED
REVENUE				
LCFF Revenue	\$ 16,332,368	\$ 17,396,518	\$ 18,409,951	\$ 18,742,227
Federal Revenue	1,276,243	1,058,290	1,058,290	1,058,290
Other State Revenue	2,040,043	1,762,014	1,351,888	1,384,604
Other Local Revenue	176,208	136,883	136,883	136,883
Total Revenue	\$ 19,824,863	\$ 20,353,705	\$ 20,957,012	\$ 21,322,004
EXPENSES				
Certificated Salaries	\$ 7,445,004	\$ 8,637,823	\$ 8,743,881	\$ 8,851,117
Classified Salaries	2,138,898	2,391,674	2,463,021	2,535,160
Employee Benefits	3,170,603	3,745,615	3,992,735	4,230,258
Books & Supplies	2,072,805	1,738,397	1,239,846	1,135,334
Services & Other Operating Expenditures	2,556,797	2,670,702	2,494,170	2,556,275
Capital Outlay	140,573	509,924	378,554	178,432
Other Outgo	945,975	938,747	962,670	966,658
Direct Support/Indirect Costs	(41,791)	(42,919)	(43,889)	(44,982)
Total Expenses	\$ 18,428,865	\$ 20,589,964	\$ 20,230,990	\$ 20,408,254
Excess/(Deficiency) before Other Financing Sources	\$ 1,395,998	\$ (236,259)	\$ 726,023	\$ 913,750
OTHER FINANCING SOURCES & USES				
Transfers Out	(192,697)	(192,697)	(192,697)	(192,697)
Other Sources	-	-	-	-
	\$ -	\$ -	\$ -	\$ -
NET INCREASE/(DECREASE) IN FUND BALANCE	\$ 1,203,301	\$ (428,956)	\$ 533,326	\$ 721,053
BEGINNING FUND BALANCE	\$ 2,266,595	\$ 3,469,896	\$ 3,040,940	\$ 3,574,266
ENDING FUND BALANCE	\$ 3,469,896	\$ 3,040,940	\$ 3,574,266	\$ 4,295,319

The next part of the Executive Summary below shows fund balances for 2015-16 Estimated Actuals, 2016-17 Adopted Budget projections and the two subsequent years, 2017-18 and 2018-19.

This first green section represents the totals for the Unrestricted funds that are in the General Fund. The vast majority of Unrestricted funds are comprised of LCFF funding. The numbers show the increase to the fund balance after revenues, expenses, and transfers/contributions have been totaled. The deficit spending in UnRestricted Funds has been eliminated for the two subsequent projected years. The deficit spending 2015-16 is temporary due to carryover balances of 1x funds. Eliminating UnRestricted deficit spending in our projections is a very critical and positive step to improve the district's financial position.

Gustine Unified School District
Multi-Year Projections - 2016-2019
2016-2017 Adopted & 2015-2016 Estimated Actuals

FINAL

EXECUTIVE SUMMARY

GENERAL FUND

	2015-2016 ESTIMATED ACTUALS	2016-2017 ADOPTED BUDGET	2017-2018 PROJECTED	2018-2019 PROJECTED
UNRESTRICTED				
NET INCREASE/(DECREASE) IN FUND BALANCE	\$1,182,508	(\$206,394)	\$513,126	\$531,556
BEGINNING FUND BALANCE	1,782,839	2,965,347	2,758,953	3,272,079
ENDING FUND BALANCE	<u>\$2,965,347</u>	<u>\$2,758,953</u>	<u>\$3,272,079</u>	<u>\$3,803,635</u>

The blue section below shows the same information as above, but for the Restricted funds. Restricted funds consist of programs such as Title I, II, and III, Special Ed, Ag, Maintenance, and other local grants. Deficit spending projected 2016-17 is typical of restricted funds. This is because Restricted fund balances are due to carry-over funds that usually need to be spent the following year. The fund balance evens out in the following 2017-18 year and grows in the last year of 2018-19.

RESTRICTED

NET INCREASE/(DECREASE) IN FUND BALANCE	\$20,792	(\$222,562)	\$20,200	\$189,497
BEGINNING FUND BALANCE	506,937	504,548	281,986	302,186
ENDING FUND BALANCE	<u>\$504,548</u>	<u>\$281,986</u>	<u>\$302,186</u>	<u>\$491,683</u>
GENERAL FUND DESIGNATIONS				
Legally Restricted	\$504,548	\$281,986	\$302,186	\$491,683

This next section below shows the Combined totals for Unrestricted and Restricted funds, representing the total General Fund. As noted previously, as the LCFF funding increases, deficit spending is eliminated all the projected years except 2016-17 due to carryover balances of 1x funds.

The other significant thing to note are reserve levels. For the 2015-16 Estimated Actuals our reserves show an increase to 11.13% (previously 8.81% at 2nd Interim). Although the increase seems substantial in percentage, the dollar value is not as significant, only increasing about \$329,000. This is due to the effect of 1x expenses. As expenses are eliminated in 2017-18, the reserves show steady growth in the two subsequent years, at 14.05% in 17-18 and 16.51% in 18-19. Also, keep in mind the reserve in all years decreased as compared to 2nd Interim due to the addition of the 5% Salary increase to all staff for both of the years in 2015-16 & 2016-17.

It is strongly recommended and fiscally prudent to have a reserve that exceeds the 3% state required minimum reserve, which for our district averages \$603,000 over the 4 years . This 3% minimum reserve requirement is barely just over half of our average monthly payroll, currently at approximately \$1,059,000.

With a 2015-16 projected reserve of 11.13% and growing, our district shows fiscal stability and growth to be in a favorable position and continue seeking improvement in the quality of education to our students.

**Gustine Unified School District
Multi-Year Projections - 2016-2019
2016-2017 Adopted & 2015-2016 Estimated Actuals**

FINAL

EXECUTIVE SUMMARY

GENERAL FUND

2015-2016 ESTIMATED ACTUALS	2016-2017 ADOPTED BUDGET	2017-2018 PROJECTED	2018-2019 PROJECTED
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UNRESTRICTED & RESTRICTED COMBINED

NET INCREASE/(DECREASE) IN FUND BALANCE	\$1,203,301	(\$428,956)	\$533,326	\$721,053
BEGINNING FUND BALANCE	2,266,595	3,469,896	3,040,940	3,574,266
ENDING FUND BALANCE	<u>\$3,469,896</u>	<u>\$3,040,940</u>	<u>\$3,574,266</u>	<u>\$4,295,319</u>
GENERAL FUND DESIGNATIONS				
Reserve for Economic Uncertainties - Dollars	\$2,072,794	\$2,357,352	\$2,870,478	\$3,402,034
Reserve for Economic Uncertainties - Percent	11.13%	11.34%	14.05%	16.51%
Assigned for Site & Other Designations	401,601	401,601	401,601	401,601
LCFF One-Time Funding	490,952			
Legally Restricted	504,548	281,986	302,186	491,683
UNDESIGNATED FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Minimum Reserve Requirement @ 3%	\$558,647	\$623,480	\$612,711	\$618,029

2016-17 Adopted Budget Reserve Disclosure

District: Gustine Unified School District

2016-2017

CDS #: 24-73619

Adopted Budget

Balances in Excess of Minimum Reserve Requirements

Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves
 Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

Combined Assigned and Unassigned/unappropriated Fund Balances

Form	Fund	2016-17	Objects 9780/9789/9790
01	General Fund/County School Service Fund	\$2,758,953.06	Form 01
17	Special Reserve Fund for Other Than Capital Outlay Proje	\$0.00	Form 17
Total Assigned and Unassigned Ending Fund Balances		\$2,758,953.06	
District Standard Reserve Level Percentage		3%	Form 01CS Line 10B-4
Less District Minimum Reserve for Economic Uncertainties		\$623,479.82	Form 01CS Line 10B-7
Remaining Balance to Substantiate Need		\$2,135,473.24	

Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties

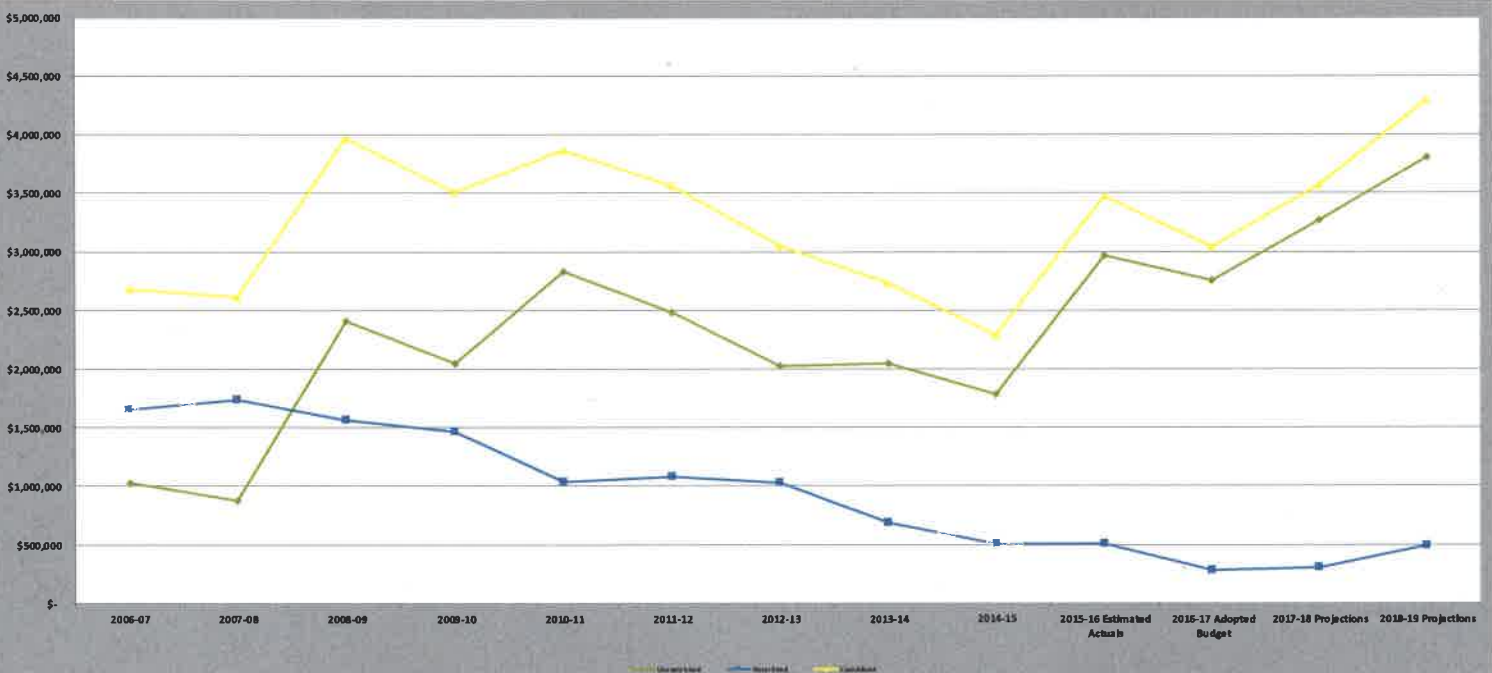
Form	Fund	2016-17	Description of Need
01	General Fund/County School Service Fund	\$401,601.00	Assigned for Site Designations
01	General Fund/County School Service Fund	\$1,733,872.24	Assigned for District Uncertainties: To provide financial flexibility to absorb unanticipated expenditures without significant disruption to educational programs.
Total of Substantiated Needs		\$2,135,473.24	

Remaining Unsubstantiated Balance \$0.00 Balance should be Zero

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

The chart and graph below illustrate 13 years of fund balances and demonstrate our ability to remain fiscally solvent as we worked together during the most difficult financial times. Now that we continue seeing increases to LCFF funding, we should also continue to strengthen our financial position. This will better prepare us to weather any potential volatility in funding as we have experienced such volatility in the past.

Historical Fund Balance	Unrestricted	Restricted	Combined
2006-07	\$ 1,027,440	\$ 1,649,325	\$ 2,676,765
2007-08	\$ 873,523	\$ 1,737,938	\$ 2,611,461
2008-09	\$ 2,408,835	\$ 1,560,940	\$ 3,969,775
2009-10	\$ 2,043,659	\$ 1,464,085	\$ 3,507,744
2010-11	\$ 2,829,419	\$ 1,035,382	\$ 3,864,801
2011-12	\$ 2,483,526	\$ 1,081,729	\$ 3,565,255
2012-13	\$ 2,022,902	\$ 1,025,373	\$ 3,048,275
2013-14	\$ 2,048,533	\$ 685,776	\$ 2,734,309
2014-15	\$ 1,782,839	\$ 506,937	\$ 2,289,776
2015-16 Estimated Actuals	\$ 2,965,347	\$ 504,548	\$ 3,469,895
2016-17 Adopted Budget	\$ 2,758,953	\$ 281,986	\$ 3,040,939
2017-18 Projections	\$ 3,272,079	\$ 302,186	\$ 3,574,265
2018-19 Projections	\$ 3,803,635	\$ 491,683	\$ 4,295,318



The Budget Assumptions and Highlights below are what drive the numbers in the budget projections. It is very important to be aware of this because if we change the assumptions, then the budget projections change.

BUDGET ASSUMPTIONS/CHANGES:

Some of the most significant changes to Adopted Budget are budget additions that are detailed on the following page.

The UPP for 2016-17 LCFF funding (a 3 year average) decreased slightly from 78.10% to 77.93%. The UPP single year rate for 2016-17 decreased slightly from 81.10% to 80.85%.

The GAP funding rate changed in 2016-17 from 49.08% to 54.84%, in 2017-18 from 45.34% to 73.96%, and in 2018-19 it is projected to be 41.22%. These GAP increases can be major factors for LCFF increases but can also be a moving target depending on the COLA (cost of living) changes.

Another significant change in all years is the additional expense of \$868,544 to reflect the 5% Salary Schedule increase for all staff in both the 2015-16 year (\$286,611 retro to Jan. 1, 2016) and 2016-2017 (\$581,933).

Also of continued importance is the inclusion of the significant and compounded year over year increases to STRS and PERS expenses of \$210,000 in 2016-17, \$210,000 in 2017-18 and \$200,000 in 2018-19. This continues to be a large financial stress placed on districts by the state with no additional funds provided.

BUDGET ASSUMPTIONS / HIGHLIGHTS	2015-2016 ESTIMATED ACTUALS	2016-2017 ADOPTED BUDGET	2017-2018 PROJECTED	2018-2019 PROJECTED
<u>Enrollment/ADA Projections</u>				
District CBEDS Enrollment (Actual/Projected)	1,888	1,887	1,878	1,860
LCFF Funded ADA	1793.11	1793.11	1793.11	1793.11
<u>LCFF, COLA & CPI Projections</u>				
LCFF Funding	\$16,332,368	\$17,396,518	\$18,409,951	\$18,742,227
LCFF: COLA	1.02%	0.000%	1.11%	2.420%
LCFF: GAP Funding Rate	52.200%	54.840%	73.960%	41.220%
LCFF: Funded 3yr Unduplicated Pupil Percentage (UPP)-Free/Reduced & EL's	78.79%	77.93%	80.85%	80.85%
Single Year Unduplicated Pupil Percentage (UPP)	80.85%	80.85%	80.85%	80.85%
State Categorical COLA	1.020%	0.000%	1.110%	2.420%
California Consumer Price Index Per SSC Projections	2.02%	2.15%	2.26%	2.49%
STRS Employer Rates	10.730%	12.580%	14.430%	16.280%
PERS Employer Rates	11.847%	13.888%	15.500%	17.100%
<u>LCAP Actions</u>				
STRS/PERS rate increases	\$ 140,000	\$ 210,000	\$ 210,000	\$ 200,000
<u>Other Adjustments</u>				
Special Education Program Cost Increase & District Contribution Increase-MCOE	\$ -	\$ -	\$ 20,766	\$ -
MCOE transfer for District referred ADA	\$ -	\$ -	\$ 679	\$ 679

2016-17 Budget Additions*

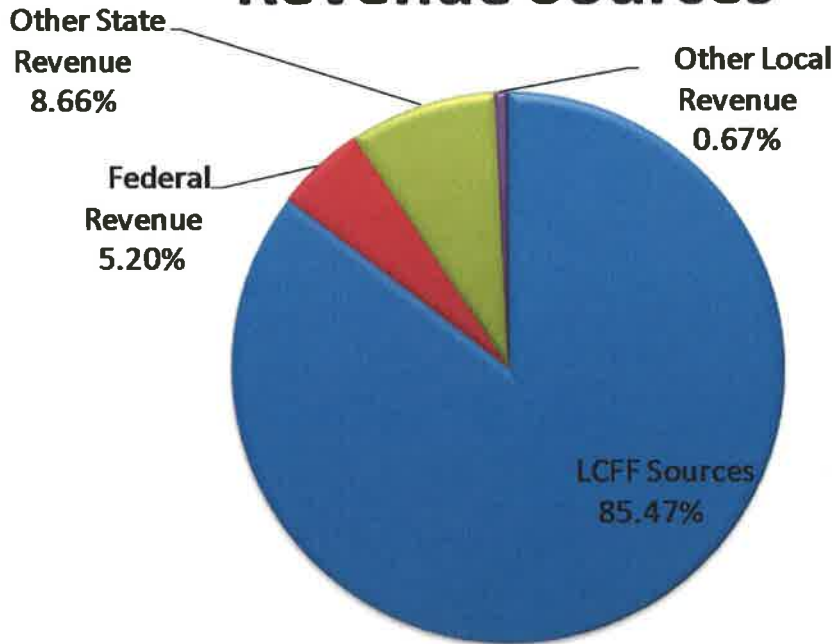
- \$209,092 Cost of Step & Column Salary Increases
- \$581,933 Cost of 5% Salary Schedule Increases for all staff
- \$78,000 | additional teacher at GES
- \$78,000 | additional teacher at GHS Ag
- \$78,000 | additional teacher for Music
- \$23,550 addt'l Special Ed Aide hours at GMS and RES to equalize all SpEd Aides
- \$61,000 Increase nurse from part-time to full-time
- \$94,542 Increased Contribution to Ongoing Maintenance
- \$78,000 to Various additional programs/resources per LCAP

TOTAL: \$1,282,117

*Represents some highlighted changes, not an exhaustive list of all additions.

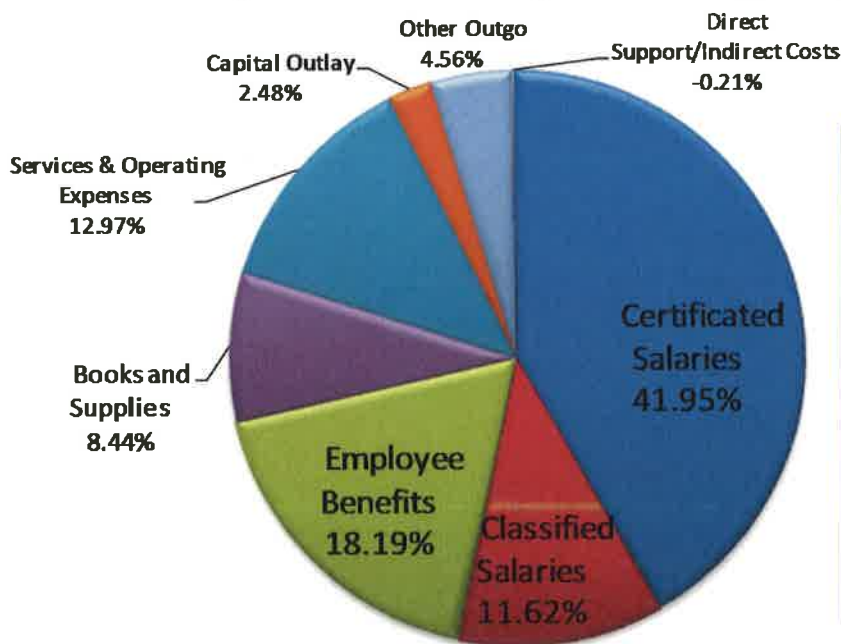
2016-2017 Adopted Budget Revenue & Expenses

Revenue Sources



The Local Control Funding Formula Revenue is 85.5%, or \$17.4M, of the Total Revenue in 2016-2017

Expenses by Category



Salaries & Benefit Expenses are 71.8%, or \$14.8M, of the Total Expenses in 2016-2017

Our staff is one of our most important assets and in turn they are the largest portion of expenses in the budget. Union negotiations for the 2015-2016 and 2016-17 years are concluded for all groups except CSEA. Cost increases of 5% for 2015-16 (retro to Jan. 1, 2016) and 2016-17 **have been** included. As a point of reference, a 1% salary increase is detailed and highlighted in green below for each employee group.

Also below are the costs of Step & Column Increases to all staff, an average of \$214,000/year over each of the next 3 years. These Step & Column increases **are** included in the budget projections for all 3 years.

	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
<u>Step & Column Increases Included</u>				
Certificated Teachers	\$140,723	\$91,132	\$93,612	\$94,651
Classified Staff	24,596	80,572	82,528	83,436
Administrators & Confidential/Management Staff	15,803	37,388	38,386	38,811
TOTAL	\$181,121	\$209,092	\$214,526	\$216,898
<u>Cost of Projected 1% Salary Increase (2016-17)</u>				
		2016-2017		
Certificated Teachers		\$74,281		
Classified Staff		21,416		
Administrators & Confidential/Management Staff		20,284		
TOTAL		\$115,981		

The following schedule represents a comparison for all Governmental Funds from 2015-16 2nd Interim Ending Fund Balances to 2015-16 Estimated Actuals Projected Ending Balances.

Aside from the General Fund, the only other funds that had significant change were Fund 13 and 21. These are for projected budget savings for the 2015-2016 year.

	2015-16 Estimated Actuals	2015-16 2nd Interim	% Change
FUND 01 - General Fund	\$3,469,896	\$2,651,180	23.59%
FUND 11 - Adult Education	\$84,522	\$84,522	0.00%
FUND 13 - Cafeteria	\$45,131	\$0	100%
FUND 14 - Deferred Maintenance	\$255,717	\$169,217	33.83%
FUND 17 - Special Reserves	\$0	\$0	0.00%
FUND 21 - Building Fund (Bond)	\$2,842,571	\$2,417,060	14.97%
FUND 25 - Capital Facilities	\$474,998	\$474,998	0.00%
FUND 35 - School Facilities	\$2,234	\$2,234	0.00%
FUND 40 - Special Reserve for Capital Outlay	\$166,301	\$166,301	0.00%

The following graph shows 8 years of actual enrollment and projections. The actual enrollment numbers, for the first 5 years, reflect our enrollment at the time of CBEDS reporting to the state, which is measured in October. The successive 3 years are projections of our enrollment based on a graduating movement by grade and a conservative Kindergarten enrollment. Actual enrollment for 2015-16 was 1,888. This was the 4th consecutive year of enrollment growth for the District with a total growth of 164 students. Enrollment drives attendance, which in turn drives funding and student performance. The District is currently focused on improving attendance rates, with an ambitious goal of 96%. Although we did not meet this goal in 2015-16, we will continue to monitor and report attendance rates for the 2016-2017 year.

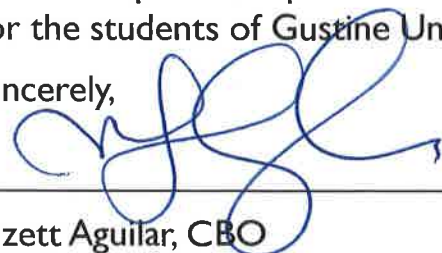
Enrollment Actuals & Projections for Gustine (as of 6/3/16)

Grades	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	Projected 2016-2017	Projected 2017-2018	Projected 2018-2019	
	Oct 2011 CBEDS Actuals	Oct 2012 CBEDS Actuals	Oct 2013 CBEDS Actuals	Oct 2014 CBEDS Actuals	Oct 2015 CBEDS Actuals				
Kindergarten	124	145	138	166	147	140	140	140	
1st Grade	144	133	127	126	145	147	140	140	
2nd Grade	119	144	134	129	129	145	147	140	
3rd Grade	133	124	145	144	131	129	145	147	
4th Grade	133	146	119	148	152	131	129	145	
5th Grade	149	136	143	117	146	152	131	129	
6th Grade	139	152	144	150	125	146	152	131	
7th Grade	135	143	157	148	146	125	146	152	
8th Grade	129	128	146	159	153	146	125	146	
9th Grade	145	135	145	160	166	153	146	125	
10th Grade	123	141	131	146	158	166	153	146	
11th Grade	115	124	142	135	149	158	166	153	
12th Grade	136	108	118	135	141	149	158	166	
Total Enrollment	<i>Actuals</i>	1724	1759	1789	1863	1888			
	<i>Projected</i>						1887	1878	1860
Increase (Decrease) in Enrollment		(11)	35	30	74	25	(1)	(9)	(18)
P-2 ADA	<i>Actuals</i>	1630.33	1649.85	1707.33	1739.37	1777.81			
	<i>Projected 94.32%</i>	94.57%	93.79%	95.43%	93.36%	94.16%	1779.84	1771.35	1754.37
	<i>County/NPS ADA</i>	15.10	13.02	13.06	15.42	15.30	15.30	15.30	15.30
	<i>LCFF ADA (formerly Rev Limit)</i>	1654.15	1662.87	1720.39	1754.79	1793.11	1793.11	1793.11	1793.11
Increase (Decrease) in LCFF (RL) ADA		2.87	8.72	57.52	34.40	38.32	-	-	-

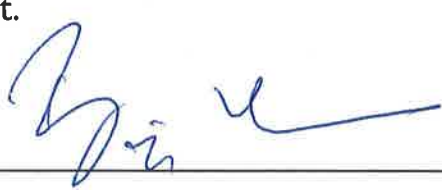
Based on all of the above, we recommend the Board of Trustees approve Gustine Unified School District's 2016-2017 Adopted Budget.

In closing, we would like to acknowledge that we appreciate the fiscal support provided by the Gustine Unified School District Board of Trustees, Staff and the Community for the development, implementation, and maintenance of an excellent educational program for the students of Gustine Unified School District.

Sincerely,



Lizett Aguilar, CBO



Bill Morones, Superintendent

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: Adopt and purchase McGraw-Hill, Study Sync ELA/ELD Curriculum for GUSD grades 6-8.

AGENDA SECTION: Action

PRESENTED BY: Kim Medeiros

SUMMARY: Adoption and purchase of McGraw-Hill Study Sync as the Gustine Unified School District's adopted ELA/ELD materials for grades 6-8 for the 2016-2017 school year and beyond. This program features Inspired Core Curriculum at each grade level, four core thematic units of study provide a full year of standards-based literacy instruction and core units focus on a central theme with an essential question to be answered through exploration of texts supported by easily customized and differentiated assignments. The program also features Integrated English Language Development and Designated ELD resources embedded into Study Sync's core instruction. Study Sync is an 8-year student package with designated ELD and includes reading and writing companion units 1-4, three novels, and an 8-year online student subscription.

FISCAL IMPACT: \$94,663.00

BUDGET CATEGORY: LCFF and Federal Mandate One Time Money

RECOMMENDED ACTION: Approve

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: Adopt and Purchase Benchmark Education, Benchmark Advance English Language Arts/English Language Development Curriculum for TK-5

AGENDA SECTION: Action

PRESENTED BY: Kim Medeiros

SUMMARY: Adoption and purchase of Benchmark Education, Benchmark Advance as Gustine Unified School District's TK-5 curriculum for English Language Arts and English Language Development for the 2016-2017 school year and beyond. This is a comprehensive curriculum built specifically to meet California's unique challenges. Resources are provided to meet the key instructional shifts in tandem with California's ELA/ELD instructional framework, ensuring to meet its five themes: Building Content Knowledge, Meaning Making, Effective Expression, Foundational Skills, and Language Development. This is a one-time purchase that will last for eight years.

FISCAL IMPACT: \$276,399

BUDGET CATEGORY: LCFF and Federal Mandate One Time Money

RECOMMENDED ACTION: Approve

GUSTINE UNIFIED SCHOOL DISTRICT
 1500 Meredith Ave.
 Gustine, CA 95322
 Phone: (209) 854-3784
 Fax: (209) 854-9164

Ship To: Gustine Unified School District
1500 Meredith Avenue
Gustine, CA 95322

DEPARTMENT: District	DATE: May 26, 2016
ORDERED BY: Kim Medeiros	VENDOR NUMBER:
BUDGET CLASSIFICATION NAME: LCFF Mandate 1X Funds	SPECIAL INSTRUCTIONS:
BUDGET CLASSIFICATION: 01-0815-0-4100-00-1110-1000-112-000-000	

VENDOR NAME: Benchmark Education Company

ADDRESS: 145 Huguenot Street 8th Floor
New Rochelle, NY 10801

PHONE: 1-877-236-2465 **FAX:** 1-877-732-8273

Qty.	DESCRIPTION	UNIT COST	TOTAL COST
24	Benchmark Advance Gr. Level Deluxe Packages-Ca Edition for grades K-5 GES		\$169,200.00
12	Benchmark Advance Grade Level Texts for English Language Development K-5 GES		\$1,500.00
14	Benchmark Advance Gr. Level Deluxe Packages-Ca Edition for grades K-5 RES		\$84,600.00
5	Benchmark Advance Grade Level Texts for English Language Development K-5 GES		\$625.00
	*SEE ATTACHED ORDER		
		TAX	\$20,474.00
		SHIPPING	included
		TOTAL	\$276,399.00

SCHOOL SITE GUSTINE UNIFIED SCHOOL DISTRICT PAGE NUMBER OF SCHOOL SITE PLAN

JUSTIFICATION: BENCHMARK EDUCATION BENCHMARK ADVANCE CURRICULUN MATERIALS FOR COMMON CORE ELA/ELD IMPLEMENTATION.

DISTRICT REQUISITION #: _____

APPROVAL: _____

DISTRICT PURCHASE ORDER #: _____

TECHNOLOGY RELATED ITEMS? YES NO

APPROVAL: (DISTRICT CATEGORICAL DIR.)

SITE TECHNOLOGY APPROVAL _____
DISTRICT TECHNOLOGY APPROVAL _____

By Mail: Benchmark Education Company
145 Huguenot Street 8th Floor
New Rochelle, NY 10801
By Phone: Toll-Free 1-877-236-2465
By Fax: 1-877-732-8273
E-Mail: neworders@benchmarkeducation.com
Web Site: www.benchmarkeducation.com

Electronic Order Form for
Gustine Unified School District-Gustine
1500 Meredith Ave.
Gustine, CA 95322
June 1, 2016

EOF - Benchmark Advance

Benchmark Advance Classroom Set				Unit Price	Quantity Ordered	Total Price
Product Code	ISBN 13	Grade	Title			
Grade K-6 Classroom Sets						
XY0280	9781512578683	Gr. K	Benchmark Advance Grade K Deluxe Package - California Edition Includes: all print and digital materials for Whole Group, Small Group, Phonics, Assessment, ELD and Intervention Packages for 8 years and 8 years consumables (30 copies each of 5 titles annually) in Whole Group	\$7,050	4	\$ 28,200.00
XY0281	9781512578690	Gr. 1	Benchmark Advance Grade 1 Deluxe Package - California Edition Includes: all print and digital materials for Whole Group, Small Group, Phonics, Assessment, ELD and Intervention Packages for 8 years and 8 years consumables (30 copies each of 5 titles annually) in Whole Group	\$7,050	4	\$ 28,200.00
XY0282	9781512578706	Gr. 2	Benchmark Advance Grade 2 Deluxe Package - California Edition Includes: all print and digital materials for Whole Group, Small Group, Phonics, Assessment, ELD and Intervention Packages for 8 years and 8 years consumables (30 copies each of 10 titles annually) in Whole Group	\$7,050	4	\$ 28,200.00
XY0283	9781512578713	Gr. 3	Benchmark Advance Grade 3 Deluxe Package - California Edition Includes: all print and digital materials for Whole Group, Small Group, Assessment, ELD and Intervention Packages for 8 years and 8 years consumables (30 copies each of 10 titles annually) in Whole Group	\$7,050	4	\$ 28,200.00
XY0284	9781512578720	Gr. 4	Benchmark Advance Grade 4 Deluxe Package - California Edition Includes: all print and digital materials for Whole Group, Small Group, Assessment, ELD and Intervention Packages for 8 years and 8 years consumables (30 copies each of 10 titles annually) in Whole Group	\$7,050	4	\$ 28,200.00
XY0285	9781512578737	Gr. 5	Benchmark Advance Grade 5 Deluxe Package - California Edition Includes: all print and digital materials for Whole Group, Small Group, Assessment, ELD and Intervention Packages for 8 years and 8 years consumables (30 copies each of 10 titles annually) in Whole Group	\$7,050	4	\$ 28,200.00
XY0286	9781512578744	Gr. 6	Benchmark Advance Grade 6 Deluxe Package - California Edition Includes: all print and digital materials for Whole Group, Small Group, Assessment, ELD and Intervention Packages for 8 years and 8 years consumables (30 copies each of 10 titles annually) in Whole Group	\$7,050		\$ -
Classroom Sets Subtotal						\$ 169,200.00
Grade K Additional Purchase Options:						
CA1986	9781512578799	Gr. K	Benchmark Advance Grade K My Shared Readings Consumables 5 Volumes 3-Copy Set - California Edition	\$24		\$ -
CA1982	9781512578751	Gr. K	Benchmark Advance Grade K My Shared Readings Consumables 5 Volumes 8-Year 3-Copy Student Set - California Edition	\$192		\$ -
CA1932	9781512558142	Gr. K	Benchmark Advance Grade K Teacher's Resource System 5 Volumes Set - California Edition	\$399		\$ -
CA1637	9781502194374	Gr. K	Benchmark Advance Grade K Texts for English Language Development 5-Copy Set - California Edition	\$125	3	\$ 375.00
CA1471	9781490033631	Gr. K	Think, Speak, Listen Bookmark Grades K-1 - California Edition	\$15		\$ -
CA1634	9781502194343	Gr. K	Benchmark Advance Grade K Pre-Decodable and Decodable Student Book Set - California Edition includes: 6 copies each of 39 titles	\$935		\$ -
Grade K Subtotal						\$ 375.00
Grade 1 Additional Purchase Options:						
CA1987	9781512578805	Gr. 1	Benchmark Advance Grade 1 My Shared Readings Consumables 5 Volumes 3-Copy Set - California Edition	\$24		\$ -
CA1983	9781512578768	Gr. 1	Benchmark Advance Grade 1 My Shared Readings Consumables 5 Volumes 8-Year 3-Copy Student Set - California Edition	\$192		\$ -
CA1933	9781512558159	Gr. 1	Benchmark Advance Grade 1 Teacher's Resource System 5 Volumes Set - California Edition	\$399		\$ -
CA1644	9781502194497	Gr. 1	Benchmark Advance Grade 1 Texts for English Language Development 5-Copy Set - California Edition	\$125		\$ -
CA1471	9781490033631	Gr. 1	Think, Speak, Listen Bookmark Grades K-1 - California Edition	\$15		\$ -
CA1641	9781502194466	Gr. 1	Benchmark Advance Grade 1 Decodable Student Book Set - California Edition includes: 6 copies each of 30 titles	\$720		\$ -
CA1916	9781512557985	Gr. 1	Benchmark Advance Grade 1 Additional Decodable Student Book Set - California Edition includes: 6 copies each of 42 titles	\$750		\$ -
Grade 1 Subtotal						\$ -
Grade 2 Additional Purchase Options:						
CA1998	9781512578911	Gr. 2	Benchmark Advance Grade 2 Texts for Close Reading Consumables 10 Volumes 3-Copy Set - California Edition	\$51		\$ -
CA1988	9781512578812	Gr. 2	Benchmark Advance Grade 2 Texts for Close Reading Consumables 10 Volumes 8-Year 3-Copy Student Set - California Edition	\$408		\$ -
CA1934	9781512558166	Gr. 2	Benchmark Advance Grade 2 Teacher's Resource System 5 Volumes Set - California Edition	\$399		\$ -
CA1650	9781502194787	Gr. 2	Benchmark Advance Grade 2 Texts for English Language Development 5-Copy Set - California Edition	\$125	3	\$ 375.00
CA1472	9781490033648	Gr. 2	Think, Speak, Listen Flip Book Grades 2-6 - California Edition	\$15		\$ -
CA1917	9781512557992	Gr. 2	Benchmark Advance Grade 2 Decodable Passage Book 6-Copy Set - California Edition	\$42		\$ -
Grade 2 Subtotal						\$ 375.00
Grade 3 Additional Purchase Options:						
CA1999	9781512578928	Gr. 3	Benchmark Advance Grade 3 Texts for Close Reading Consumables 10 Volumes 3-Copy Set - California Edition	\$51		\$ -
CA1989	9781512578829	Gr. 3	Benchmark Advance Grade 3 Texts for Close Reading Consumables 10 Volumes 8-Year 3-Copy Student Set - California Edition	\$408		\$ -
CA1935	9781512558173	Gr. 3	Benchmark Advance Grade 3 Teacher's Resource System 5 Volumes Set - California Edition	\$399		\$ -
CA1654	9781502195050	Gr. 3	Benchmark Advance Grade 3 Texts for English Language Development 5-Copy Set - California Edition	\$125		\$ -
CA1472	9781490033648	Gr. 3	Think, Speak, Listen Flip Book Grades 2-6 - California Edition	\$15		\$ -

Product Code	ISBN 13	Grade	Title	Unit Price	Quantity Ordered	Total Price
Grade 3 Subtotal						\$ -
Grade 4 Additional Purchase Options:						
CA2000	9781512578935	Gr. 4	Benchmark Advance Grade 4 Texts for Close Reading Consumables 10 Volumes 3-Copy Set - California Edition	\$51		\$ -
CA1990	9781512578836	Gr. 4	Benchmark Advance Grade 4 Texts for Close Reading Consumables 10 Volumes 8-Year 3-Copy Student Set - California Edition	\$408		\$ -
CA1936	9781512558180	Gr. 4	Benchmark Advance Grade 4 Teacher's Resource System 5 Volumes Set - California Edition	\$399		\$ -
CA1658	9781502195326	Gr. 4	Benchmark Advance Grade 4 Texts for English Language Development 5-Copy Set - California Edition	\$125	2	\$ 250.00
CA1472	9781490033648	Gr. 4	Think, Speak, Listen Flip Book Grades 2-6 - California Edition	\$15		\$ -
Grade 4 Subtotal						\$ 250.00
Grade 5 Additional Purchase Options:						
CA2001	9781512578942	Gr. 5	Benchmark Advance Grade 5 Texts for Close Reading Consumables 10 Volumes 3-Copy Set - California Edition	\$51		\$ -
CA1991	9781512578843	Gr. 5	Benchmark Advance Grade 5 Texts for Close Reading Consumables 10 Volumes 8-Year 3-Copy Student Set - California Edition	\$408		\$ -
CA1937	9781512558197	Gr. 5	Benchmark Advance Grade 5 Teacher's Resource System 5 Volumes Set - California Edition	\$399		\$ -
CA1662	9781502195593	Gr. 5	Benchmark Advance Grade 5 Texts for English Language Development 5-Copy Set - California Edition	\$125	4	\$ 500.00
CA1472	9781490033648	Gr. 5	Think, Speak, Listen Flip Book Grades 2-6 - California Edition	\$15		\$ -
Grade 5 Subtotal						\$ 500.00
Grade 6 Additional Purchase Options:						
CA2002	9781512578959	Gr. 6	Benchmark Advance Grade 6 Texts for Close Reading Consumables 10 Volumes 3-Copy Set - California Edition	\$51		\$ -
CA1992	9781512578850	Gr. 6	Benchmark Advance Grade 6 Texts for Close Reading Consumables 10 Volumes 8-Year 3-Copy Student Set - California Edition	\$408		\$ -
CA1938	9781512558203	Gr. 6	Benchmark Advance Grade 6 Teacher's Resource System 5 Volumes Set - California Edition	\$399		\$ -
CA1665	9781502195852	Gr. 6	Benchmark Advance Grade 6 Texts for English Language Development 5-Copy Set - California Edition	\$125		\$ -
CA1472	9781490033648	Gr. 6	Think, Speak, Listen Flip Book Grades 2-6 - California Edition	\$15		\$ -
Grade 6 Subtotal						\$ -
Subtotal						170,700
				S/H	FREE	\$ -
				Tax (Estimated)	8.00%	\$ 13,656.00
Professional Development						
PR998			Professional Development including expenses (per consultant per day)	\$2,500		\$ -
TOTAL						\$ 184,356.00

* The above pricing includes shipping and handling.

* The above pricing includes estimated tax. Final tax rate is based on the ship to address.

* The student consumable books for the following years will be shipped upon request/instruction from customer.

* The above pricing is effective until September 30, 2016.

Electronic Order Form for
Gustine Unified School District-Romero
1500 Meredith Ave.
Gustine, CA 95322
June 1, 2016

EOF - Benchmark Advance

Benchmark Advance Classroom Set						
Product Code	ISBN 13	Grade	Title	Unit Price	Quantity Ordered	Total Price
Grade K-6 Classroom Sets						
XY0280	9781512578683	Gr. K	Benchmark Advance Grade K Deluxe Package - California Edition Includes: all print and digital materials for Whole Group, Small Group, Phonics, Assessment, ELD and Intervention Packages for 8 years and 8 years consumables (30 copies each of 5 titles annually) in Whole Group	\$7,050	2	\$ 14,100.00
XY0281	9781512578690	Gr. 1	Benchmark Advance Grade 1 Deluxe Package - California Edition Includes: all print and digital materials for Whole Group, Small Group, Phonics, Assessment, ELD and Intervention Packages for 8 years and 8 years consumables (30 copies each of 5 titles annually) in Whole Group	\$7,050	2	\$ 14,100.00
XY0282	9781512578706	Gr. 2	Benchmark Advance Grade 2 Deluxe Package - California Edition Includes: all print and digital materials for Whole Group, Small Group, Phonics, Assessment, ELD and Intervention Packages for 8 years and 8 years consumables (30 copies each of 10 titles annually) in Whole Group	\$7,050	2	\$ 14,100.00
XY0283	9781512578713	Gr. 3	Benchmark Advance Grade 3 Deluxe Package - California Edition Includes: all print and digital materials for Whole Group, Small Group, Assessment, ELD and Intervention Packages for 8 years and 8 years consumables (30 copies each of 10 titles annually) in Whole Group	\$7,050	2	\$ 14,100.00
XY0284	9781512578720	Gr. 4	Benchmark Advance Grade 4 Deluxe Package - California Edition Includes: all print and digital materials for Whole Group, Small Group, Assessment, ELD and Intervention Packages for 8 years and 8 years consumables (30 copies each of 10 titles annually) in Whole Group	\$7,050	2	\$ 14,100.00
XY0285	9781512578737	Gr. 5	Benchmark Advance Grade 5 Deluxe Package - California Edition Includes: all print and digital materials for Whole Group, Small Group, Assessment, ELD and Intervention Packages for 8 years and 8 years consumables (30 copies each of 10 titles annually) in Whole Group	\$7,050	2	\$ 14,100.00
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Classroom Sets Subtotal						\$ 84,600.00
Grade K Additional Purchase Options:						
CA1986	9781512578799	Gr. K	Benchmark Advance Grade K My Shared Readings Consumables 5 Volumes 3-Copy Set - California Edition	\$24		\$ -
CA1982	9781512578751	Gr. K	Benchmark Advance Grade K My Shared Readings Consumables 5 Volumes 8-Year 3-Copy Student Set - California Edition	\$192		\$ -
CA1932	9781512558142	Gr. K	Benchmark Advance Grade K Teacher's Resource System 5 Volumes Set - California Edition	\$399		\$ -
CA1637	9781502194374	Gr. K	Benchmark Advance Grade K Texts for English Language Development 5-Copy Set - California Edition	\$125	1	\$ 125.00
CA1471	9781490033631	Gr. K	Think, Speak, Listen Bookmark Grades K-1 - California Edition	\$15		\$ -
CA1634	9781502194343	Gr. K	Benchmark Advance Grade K Pre-Decodable and Decodable Student Book Set - California Edition includes: 6 copies each of 39 titles	\$935		\$ -
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CA1988	9781512578812	Gr. 2	Benchmark Advance Grade 2 Texts for Close Reading Consumables 10 Volumes 8-Year 3-Copy Student Set - California Edition	\$408		\$ -
CA1934	9781512558166	Gr. 2	Benchmark Advance Grade 2 Teacher's Resource System 5 Volumes Set - California Edition	\$399		\$ -
CA1650	9781502194787	Gr. 2	Benchmark Advance Grade 2 Texts for English Language Development 5-Copy Set - California Edition	\$125	1	\$ 125.00
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CA1917	978151257992	Gr. 2	Benchmark Advance Grade 2 Decodable Passage Book 6-Copy Set - California Edition	\$42		\$ -
Grade 2 Subtotal						\$ 125.00
Grade 3 Additional Purchase Options:						
CA1999	9781512578928	Gr. 3	Benchmark Advance Grade 3 Texts for Close Reading Consumables 10 Volumes 3-Copy Set - California Edition	\$51		\$ -
CA1989	9781512578829	Gr. 3	Benchmark Advance Grade 3 Texts for Close Reading Consumables 10 Volumes 8-Year 3-Copy Student Set - California Edition	\$408		\$ -
CA1935	9781512558173	Gr. 3	Benchmark Advance Grade 3 Teacher's Resource System 5 Volumes Set - California Edition	\$399		\$ -
CA1654	9781502195050	Gr. 3	Benchmark Advance Grade 3 Texts for English Language Development 5-Copy Set - California Edition	\$125	2	\$ 250.00
CA1472	9781490033648	Gr. 3	Think, Speak, Listen Flip Book Grades 2-6 - California Edition	\$15		\$ -

Product Code	ISBN 13	Grade	Title	Unit Price	Quantity Ordered	Total Price
Grade 3 Subtotal						\$ 250.00
Grade 4 Additional Purchase Options:						
CA2000	9781512578935	Gr. 4	Benchmark Advance Grade 4 Texts for Close Reading Consumables 10 Volumes 3-Copy Set - California Edition	\$51		\$ -
CA1990	9781512578836	Gr. 4	Benchmark Advance Grade 4 Texts for Close Reading Consumables 10 Volumes 8-Year 3-Copy Student Set - California Edition	\$408		\$ -
CA1936	9781512558180	Gr. 4	Benchmark Advance Grade 4 Teacher's Resource System 5 Volumes Set - California Edition	\$399		\$ -
CA1658	9781502195326	Gr. 4	Benchmark Advance Grade 4 Texts for English Language Development 5-Copy Set - California Edition	\$125	1	\$ 125.00
CA1472	9781490033648	Gr. 4	Think, Speak, Listen Flip Book Grades 2-6 - California Edition	\$15		\$ -
Grade 4 Subtotal						\$ 125.00
Grade 5 Additional Purchase Options:						
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CA1991	9781512578843	Gr. 5	Benchmark Advance Grade 5 Texts for Close Reading Consumables 10 Volumes 8-Year 3-Copy Student Set - California Edition	\$408		\$ -
CA1937	9781512558197	Gr. 5	Benchmark Advance Grade 5 Teacher's Resource System 5 Volumes Set - California Edition	\$399		\$ -
CA1662	9781502195593	Gr. 5	Benchmark Advance Grade 5 Texts for English Language Development 5-Copy Set - California Edition	\$125		\$ -
CA1472	9781490033648	Gr. 5	Think, Speak, Listen Flip Book Grades 2-6 - California Edition	\$15		\$ -
Grade 5 Subtotal						\$ -
Grade 6 Additional Purchase Options:						
CA2002	9781512578959	Gr. 6	Benchmark Advance Grade 6 Texts for Close Reading Consumables 10 Volumes 3-Copy Set - California Edition	\$51		\$ -
CA1992	9781512578850	Gr. 6	Benchmark Advance Grade 6 Texts for Close Reading Consumables 10 Volumes 8-Year 3-Copy Student Set - California Edition	\$408		\$ -
CA1938	9781512558203	Gr. 6	Benchmark Advance Grade 6 Teacher's Resource System 5 Volumes Set - California Edition	\$399		\$ -
CA1665	9781502195852	Gr. 6	Benchmark Advance Grade 6 Texts for English Language Development 5-Copy Set - California Edition	\$125		\$ -
CA1472	9781490033648	Gr. 6	Think, Speak, Listen Flip Book Grades 2-6 - California Edition	\$15		\$ -
Grade 6 Subtotal						\$ -
Subtotal						85,225
				S/H	FREE	\$ -
				Tax (Estimated)	8.00%	\$ 6,818.00
Professional Development						
PR998			Professional Development including expenses (per consultant per day)	\$2,500		\$ -
TOTAL						\$ 92,043.00

- * The above pricing includes shipping and handling.
- * The above pricing includes estimated tax. Final tax rate is based on the ship to address.
- * The student consumable books for the following years will be shipped upon request/instruction from customer.
- * The above pricing is effective until September 30, 2016.

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: Adopt Eureka Math and use Office Depot to copy materials for Eureka Math for GUSD TK-8th grade.

AGENDA SECTION: Action

PRESENTED BY: Kim Medeiros

SUMMARY: Adoption of Great Minds Eureka Math as the GUSD's core materials for grades TK-8. The Eureka Math program was used during the 2015-2016 school year. GUSD will use Office Depot to print the materials for Eureka Math. The printing will be for student books, problem sets, Sprints, exit tickets, assessments, and teacher binders.

FISCAL IMPACT: \$50,637.26

BUDGET CATEGORY: LCFF Mandate 1X Funds

RECOMMENDED ACTION: Approve

GUSTINE UNIFIED SCHOOL DISTRICT
 1500 Meredith Ave.
 Gustine, CA 95322
 Phone: (209) 854-3784
 Fax: (209) 854-9164

Ship To: Gustine Middle School
28075 Sullivan Road
Gustine, CA 95322

DEPARTMENT: District	DATE: May 26, 2016
ORDERED BY: Kim Medeiros	VENDOR NUMBER:
BUDGET CLASSIFICATION NAME: LCFF Mandate 1X Funds	SPECIAL INSTRUCTIONS:
BUDGET CLASSIFICATION: 01-0815-0-4100-00-1110-1000-112-000-000	

VENDOR NAME: McGraw-Hill Education

ADDRESS: PO Box 182605
Columbus, Ohio 43218-2605

PHONE: 1-800-780-0246 **FAX:** 1-866-513-8081

Qty.	DESCRIPTION	UNIT COST	TOTAL COST
155	Grade 6 Study Sync 8-Year Student Package with designated ELD	\$209.19	\$32,424.45
121	Grade 7 Study Sync 8-Year Student Package with designated ELD	\$209.19	\$25,311.99
143	Grade 8 Study Sync 8-Year Student Package with designated ELD	\$209.19	\$29,914.17
	*See attached order		
		TAX	\$7,012.05
		SHIPPING	included
		TOTAL	\$94,662.66

SCHOOL SITE GUSTINE ELEMENTARY SCHOOL **PAGE NUMBER OF SCHOOL SITE PLAN** _____

JUSTIFICATION: McGraw-Hill Study Sync Curriculum Materials for Common Core ELA/ELD Implementation.

DISTRICT REQUISITION #: _____

APPROVAL: _____

DISTRICT PURCHASE ORDER #: _____

TECHNOLOGY RELATED ITEMS? YES NO

APPROVAL: (DISTRICT CATEGORICAL DIR.)

SITE TECHNOLOGY APPROVAL _____

DISTRICT TECHNOLOGY APPROVAL _____

GUSTINE UNIFIED SCHOOL DISTRICT
 1500 Meredith Ave.
 Gustine, CA 95322
 Phone: (209) 854-3784
 Fax: (209) 854-9164

Ship To: Gustine Unified School District
1500 Meredith Ave.
Gustine, CA 95322

DEPARTMENT: District	DATE: June 1, 2016
ORDERED BY: Kim Medeiros	VENDOR NUMBER:
BUDGET CLASSIFICATION NAME: LCFF Mandate 1X Funds	SPECIAL INSTRUCTIONS:
BUDGET CLASSIFICATION: 01-0815-0-4100-00-1100-1000-112-000-000	

VENDOR NAME: Office Depot

ADDRESS: 5405 E Home Avenue #109
Fresno, CA 93727

PHONE: 559-255-1711 **FAX:** _____

Qty.	DESCRIPTION	UNIT COST	TOTAL COST
	Eureka Math Materials for grades K-5 Gustine Elementary School		\$22,763.26
	Eureka Math Materials for grades K-5 Romero Elementary School		\$14,564.51
	Eureka Math Materials for grades 6-8 Gustine Middle School		\$9,558.58
		TAX	\$3,750.91
		SHIPPING	included
		TOTAL	\$50,637.26

SCHOOL SITE GUSTINE UNIFIED SCHOOL DISTRICT PAGE NUMBER OF SCHOOL SITE PLAN _____

JUSTIFICATION: MATERIALS FOR EUREKA MATH IMPLEMENTATION

DISTRICT REQUISITION #: _____

APPROVAL: _____

DISTRICT PURCHASE ORDER #: _____

TECHNOLOGY RELATED ITEMS? YES NO
 SITE TECHNOLOGY APPROVAL _____
 DISTRICT TECHNOLOGY APPROVAL _____

APPROVAL: (DISTRICT CATEGORICAL DIR.) _____



Price Quote For:

Gustine Middle School
Attn Line
38075 SULLIVAN RD
GUSTINE, CA 95322-9516

Subscription/MCH:
Sales Representative: Gary Costley
(gary.costley@mheducation.com)
Account Number: 187550

Send Order to:

McGraw-Hill Education PO Box 182605 | Columbus, OH 43218-2605
Orders_MHE@mheducation.com

Phone: 1-800-780-0246
Fax: 1-866-513-8081

* Price firm for 30 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

Table with 4 columns: Product Description, ISBN, Qty, Unit Price. It lists materials for STUDY SYNC 8-YEAR CLASSROOM PACKAGE across Grades 6, 7, and 8, including student and teacher resources with their respective quantities and prices.

Grade 8 Subtotal:	\$29,914.17
Study Sync ELA/ELD 6-8 Subtotal:	\$87,650.61

8



School Education

4/5/2016

Price Quote For:

School District Name
Attn Line
Address
City, State Zip

Subscription/MCH:
Sales Representative: Sales Rep Name
(first.last@mheducation.com)
Account Number: 000000

Send Order to:

McGraw-Hill Education PO Box 182605 | Columbus, OH 43218-2605
Orders_MHE@mheducation.com

Phone: 1-800-780-0246
Fax: 1-866-513-8081

* Price firm for 30 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\$11,832.84/yr.

STUDY SYNC ELA/ELD 6-8	\$87,650.61
PRODUCT TOTAL*	\$87,650.61
ESTIMATED TAX**	TBD
GRAND TOTAL	\$94,662.66

7,012.05

Comments:

ANY DEVIATION IN SAID MATERIALS OR QUANTITIES WILL MAKE THE TERMS AND CONDITIONS OF THIS QUOTE NULL AND VOID.

School Purchase Order Number:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the. Subject to Subscriber's payment of the fees set out above, McGraw-Hill School Education, LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the [Terms of Service](#). The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Name of School Official (Please Print)

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

June 8, 2016

AGENDA ITEM TITLE: FFA Technology Purchase

AGENDA SECTION: Action

PRESENTED BY: Bill Morones, Superintendent

SUMMARY:

Board Approval is required for the purchase of technology related items for the FFA Program at Gustine High School as per the attached list.

FISCAL IMPACT: \$6,542

BUDGET CATEGORY: Carl Perkins Grant

RECOMMENDED ACTION: Approve

GUSTINE UNIFIED SCHOOL DISTRICT

1500 Meredith Ave.
 Gustine, CA 95322
 Phone: (209) 854-3784
 Fax: (209) 854-9164

Ship To: Gustine High School

501 North Ave.

Gustine, CA 95322

DEPARTMENT: Ag Department	DATE: 6-2-16
ORDERED BY: Matt Baffunno	VENDOR NUMBER:
BUDGET CLASSIFICATION NAME: Carl Perkins Grant	SPECIAL INSTRUCTIONS: Please send to Tim Britt at Data Path ASAP
BUDGET CLASSIFICATION: 01-3550-0-4300.00-1110-1000-310-000-000	

VENDOR NAME: Amazon

ADDRESS: _____

PHONE: _____

FAX: _____

Qty.	DESCRIPTION	UNIT COST	TOTAL COST
1	Amazon Purchase for FFA Technology not to exceed	6542	6542
	(Tim and Lizette are handling this)		
		TAX	6542
		SHIPPING	
		TOTAL	6542

SCHOOL SITE GUSTINE HIGH SCHOOL

PAGE NUMBER OF SCHOOL SITE PLAN _____

JUSTIFICATION: TECHNOLOGY FOR GUSTINE FFA

DISTRICT REQUISITION #: _____

APPROVAL: 

DISTRICT PURCHASE ORDER #: 161084

APPROVAL: (DISTRICT CATEGORICAL DIR.)

TECHNOLOGY RELATED ITEMS? YES NO
SITE TECHNOLOGY APPROVAL _____
DISTRICT TECHNOLOGY APPROVAL _____

All ~

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14

Cart



5th Back Every Day

Timothy, thank you for being a Prime member
You can earn 5% Back with the Amazon Prime Store Card upon credit approval

[Learn more](#)

Subtotal (14 items): \$5,644.66

This order contains a gift

[Proceed to checkout](#)

or

[Sign in to turn on 1-Click ordering.](#)

[Estimate your shipping and tax](#)

Order summary

Shipping to: Timothy Britt- Stockton

Items (14)	\$5,644.66
Estimated shipping & handling	FREE
Total before tax	\$5,644.66
Estimated tax to be collected	\$56.56
Estimated order total	\$5,701.22

Buy It Again



ZeroWater ZD-018...
2.091

\$43.99

[Add to Cart](#)



ZeroWater ZR-017...
1.959

\$32.99

[Add to Cart](#)



Bayer Seresto Flea and...
4.878

\$40.47

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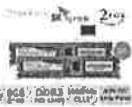




Generic Wired
Handheld...
170

\$16.69

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	Price	Quantity
 HP LaserJet Pro M402n Monochrome Printer (C5F93A#BGJ) by HP In Stock Ships in Certified Frustration-Free Packaging <input type="checkbox"/> This is a gift Learn more Delete Save for later	\$189.99	1
 Samsung 27-Inch Curved LED-Lit Monitor S27D590C by Samsung In Stock You save: \$40.00 (11%) Gift options not available. Learn more Delete Save for later	\$309.99	1
 Timetec® (P/NT160UNE04GHC) 8GB KIT (4GBx2) 1600MHz (PC3 - 12800) Non-ECC Unbuffered CL11 1.35/1.5V 204 Pins UDIMM Desktop Memory Modules Upgrade - for Acer, ASUS/ASmobile, Biostar, Dell, Fujitsu, Gateway, Gigabyte, HP,Lenovo, NEC, MSI,Samsung, Sony, Supermicro ,Toshiba and more (8GB KIT (2*4GB)) by Timetec Only 10 left in stock. Shipped from: Timetec Gift options not available. Learn more Delete Save for later	\$68.99	3
 3020 SFF Intel Core I5-4590 500GB HDD 8GB RAM 8XDVDRW W8.1PRO 3YRBasic by Dell Usually ships in 6 to 10 days Shipped from: Adorama Camera Gift options not available. Learn more Delete Save for later	\$589.99	1
 Apple iPad Air MD786LL/A 9.7-Inch 32 GB Touchscreen Tablet (Black/Space Gray) by Apple In Stock Gift options not available. Learn more Delete Save for later	\$408.88	4



Dell Inspiron 15 5000 15.6-Inch Touchscreen Laptop (5th Gen Intel Core i7-5500U, 8GB DDR3L RAM, 1TB HDD, Window 10) Silver by Dell
Only 5 left in stock.

\$678.05

4

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Canopy 3-Year Laptop Computer Accidental Protection Plan (\$600-\$... was removed from Shopping Cart.

Subtotal (14 items): \$5,644.66

Total savings: \$40.00

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9

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HP 26X (CF226X) Black...
9

\$176.00

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\$157.87

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PDU Power/Surge Strip -
12-Outlet 15A...
338

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Injector
33

\$16.99



Cable Matters 10-Pack,
Cat6 Snagless Ethernet
Patch Cable in Black 1
Foot
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Enclosure 19-Inch Server
Network Rack With...
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