

**BOARD OF EDUCATION REGULAR BOARD MEETING
GUSTINE UNIFIED SCHOOL DISTRICT
1500 MEREDITH AVENUE
GUSTINE, CA 95322
WEDNESDAY, NOVEMBER 12, 2015
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

II. CLOSED SESSION – 6:00 p.m.

A. Student Discipline

1. Expulsion Case #2015/16-02

B. Personnel – Public Employee Resignation, Discipline, Dismissal, Release,
Employment (Govt. Code 54957(b)(1))

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

D. Conference with Legal Counsel/Consultant (Govt. Code 54956.9)

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. Michelle Symes – Summary Report of Williams Visit for GES, RES, GHS

B. Student Report

C. Board Reports

D. Staff Reports – Professional Learning Community

E. Financial Report

F. Attendance Summary

G. 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. Manzo, Clinton – Hire Temporary 1:1 Instructional Aide, GMS
2. Torres, Lizbeth – Resignation, Yard Duty Supervisor, GES
3. Borba, Kingsley – Hire JV Girls Basketball Coach, GHS
4. Hadley, Monique – Hire SDC Aide, GMS
5. Keene, Tammie – Hire Color Guard Advisor, GHS
6. McAllister, Mitch – District Architect Contract
7. Gilbert, Kim – Resignation, RSP Aide, GMS
8. Plascencia, Letisia – Hire School Secretary, GES
9. Chavez, Regina – Hire Temporary Instructional Aide, RES

B. Minutes

1. Regular Meeting, October 14, 2015

C. Yearly Renewals

1. Client Services Agreement – ProCare Therapy (School Psychologist)

D. Donations

1. GHS Athletic Boosters, \$200 value – Volleyball Net for GHS Volleyball
2. IOOF Romero Lodge #413, \$150 Loyalty Card Sponsor, for GHS Red Zone

VI. INFORMATION

- A. Music Program (Band/Choir) at GHS and GMS -- Steve Mitchell
- B. GHS Prom Transportation
- C. LCAP Report – Kim Medeiros

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. Board Policy Updates
- C. GHS 2016 Senior Class Trip
- D. Gold Star Foods Open Purchase Order for Cafeteria
- E. Adult Education Regional Consortium District Representative Appointment
- F. Supplemental Educational Services (SES) Contract for Tutoring Services

IX. ADVANCED PLANNING

- A. Special Meeting, Board Study Session, November 16, 2015, 5:30 p.m.
- B. CSBA Annual Education Conference, December 2-5, 2015
- C. Regular Board Meeting/Board Organizational Meeting, December 9, 2015, 7:00 p.m.

X. ADJOURN TO CLOSED SESSION (If needed)

XI. RECONVENE TO OPEN SESSION

XII. REPORT FROM CLOSED SESSION

XIII. ADJOURNMENT

CONSENT AGENDA

**GUSTINE UNIFIED SCHOOL DISTRICT
RECOMMENDATION FOR EMPLOYMENT**

CLASSIFIED POSITION

Board Meeting Date: November 12, 2015

Name: Clinton Manzo

Position: Temporary 1:1 Instructional Aide

Site: GMS

Type of Contract:

 Full Time X Part Time

 Short Term (dates:)

 12 month 11 month 10 month

Hours per day: 6 hours per day, 5 days per week. Substitute

Salary Schedule Placement: Appropriate Step

Advertised inside district: X Yes No

Advertised outside district: X Yes No

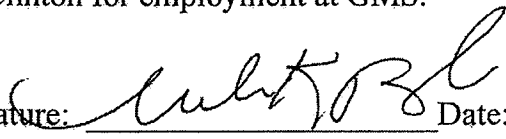
Number of applicants: 2

Number of applicants interviewed: 1

New Position: Yes X No

Replacement for: Razal Ganibi

Background of Applicant: Clinton is a former GHS student, and comes highly recommended for this position. He is a continuing college student and aspires to finish a Bachelor's degree and teacher certification program. Please consider my recommendation of Clinton for employment at GMS.

Administrator's Signature:  Date: 10/20/2015 Revised
7-15-04

Lizbeth Torres

✓ 2145 Randolph Dr
Apt 7 San Jose CA 95128

October 26, 2015

TO Whom it may Concern

The Purpose of this resignation letter is to inform you that I will be leaving my position with Gustine Elementry school. Effective October 26, 2015 I will be relocating to San Jose area in the near future.

I have appreciated both being Part of Gustine Elementry school Team and the Opportunities that have been provided to me during the last several years.

Please let me know if I can be of assistance during the transition you can reach me at the above address if you have any questions or need any further information.

Sincerely

Lizbeth Torres

**GUSTINE UNIFIED SCHOOL DISTRICT
RECOMMENDATION FOR EMPLOYMENT**

CLASSIFIED POSITION

Board Meeting Date: November 12, 2015

Name: Kingsly Borba

Position: JV Girls Basketball

Site: GHS

Type of Contract:

 Full Time Part Time

 X Short Term (dates: 11/9/15 to 2/15/16)

 12 month 11 month 10 month

Hours per day: Substitute

Salary Schedule Placement: JV stipend

Advertised inside district: Yes / No

Advertised outside district: Yes / No

Number of applicants:

Number of applicants interviewed: 1

New Position: Yes / No

Replacement for:

Background of Applicant:

Coco Borba has been w/ our Girls Basketball Program for several years and does a great job!

Administrator's Signature:  Date: 10/27/15

**GUSTINE UNIFIED SCHOOL DISTRICT
RECOMMENDATION FOR EMPLOYMENT**

CLASSIFIED POSITION

Board Meeting Date: 11/12/15

Name: Moniquee Hedley

Position: SDC Aide

Site: GMS

Type of Contract:

 Full Time X Part Time

 Short Term (dates: to)

 12 month X 11 month ~~10~~ 10 month

Hours per day: 5 Substitute

Salary Schedule Placement: Appropriate Placement

Advertised inside district: X Yes No

Advertised outside district: X Yes No

Number of applicants: 2

Number of applicants interviewed: 1

New Position: Yes X No

Replacement for: Kim Gilbert

Background of Applicant: Moniquee is a former GMS employee who had to resign suddenly due to a family emergency. She is a hard worker & we welcome her back to the GMS staff

Administrator's Signature: [Signature] Date: 10/26/15

**GUSTINE UNIFIED SCHOOL DISTRICT
RECOMMENDATION FOR EMPLOYMENT**

CLASSIFIED POSITION

Board Meeting Date: _____

Name: Tammie Keene

Position: Color Guard Advisor

Site: GHS

Type of Contract:

_____ Full Time X Part Time

_____ Short Term

Hours per day: Approx. 1 hr. per day

Salary Schedule Placement: Appropriate stipend placement

Advertised inside district: X Yes NO

Advertised outside district: X Yes NO

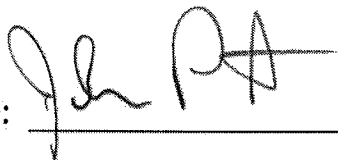
Number of applicants: 5

Number of applicants interviewed: 1

New Position: Yes No X

Tammie is a GHS alum, parent of current student, former cheer coach, dance instructor, and is a licensed vocational nurse.

Administrator's Signature: _____



Date: _____

Kim Gilbert

2010 Berkeley Dr.

Los Banos, Ca. 93635

October 13, 2015

Gustine Middle School

Att: Mr. Bunch/Human Resource

28075 Sullivan Rd.

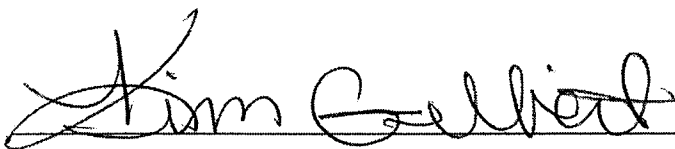
Gustine, Ca. 95322

Re: Letter of Resignation

Dear : Mr. Bunch,

Please accept this as formal notice of my resignation from the position of R.S.P Aid at Gustine Middle School effective two (2) weeks from today, making my last day of employment October 27th, 2010. Due to a delicate family situation with my twin sister who has stage 4 cancer, I will be moving to Sothern California to help with the situation. I wanted to thank you so very much for the opportunity to work in this position for the past two months. I've greatly enjoyed every aspect of the job and will take all that I have learned with me throughout my career in the future. I am grateful to have been part of this school. I wish you and Gustine Middle School continued happiness and success in the future.

Sincerely,

A handwritten signature in cursive script that reads "Kim Gilbert". The signature is written in dark ink and is positioned above a horizontal line.

(Kim Gilbert)

**GUSTINE UNIFIED SCHOOL DISTRICT
RECOMMENDATION FOR EMPLOYMENT**

CLASSIFIED POSITION

Board Meeting Date: _____ November 12, 2015 _____

Name: _____ Letisia Plascencia _____

Position: _____ School Secretary _____

Site: _____ Gustine Elementary School _____

Type of Contract:

_____ ☒ Full Time _____ Part Time

_____ Short Term (dates: _____ to _____)

_____ 12 month _____ 11 month _____ 10 month

Hours per day: _____ 8 _____ Substitute _____

Salary Schedule Placement: _____ TBD _____

Advertised inside district: _____ ☒ Yes _____ No

Advertised outside district: _____ ☒ Yes _____ No

Number of applicants: _____ 15 _____

Number of applicants interviewed: _____ 6 _____

New Position: _____ Yes _____ ☒ No

Replacement for: _____ KATHIE BORBA _____

Background of Applicant:

Letisia is a well-rounded candidate who comes highly recommended by former supervisors and colleagues. She is described as "reliable, friendly, and hard-working." She is also a product of Gustine Unified School District and we welcome her back to the community.

Administrator's Signature: _____ Date: 11/6/2015

**GUSTINE UNIFIED SCHOOL DISTRICT
RECOMMENDATION FOR EMPLOYMENT****CLASSIFIED POSITION**Board Meeting Date: NOV. 12, 2015Name: Regina ChavezPosition: Temp. Aide positionSite: RES

Type of Contract:

Full Time ☒ Part TimeShort Term (dates: 11/9/15 to)12 month 11 month 10 monthHours per ~~day~~ 3 hrs/WK SubstituteSalary Schedule Placement: Advertised inside district: ☒ Yes ☐ NoAdvertised outside district: ☐ Yes ☒ NoNumber of applicants: 1Number of applicants interviewed: 1New Position: ☒ Yes ☐ NoReplacement for: NA (as per GRTA Contract, 27 in Class SoBackground of Applicant:

WORKS as bus driver in the district, also
JUST completed student teaching w/ Mrs. Tones
at RES

Administrator's Signature [Signature] Date: 11/12/15

REPORTS AND PRESENTATIONS

Merced County Office of Education

Steven E. Gomes, Ed.D., Superintendent



Equal Opportunity Employer

TO: Gustine Unified School District Board President
Gustine Unified School District Superintendent

FROM: Steven E. Gomes, County Superintendent of Schools

DATE: October 20, 2015

SUBJECT: Williams Settlement Report Results

California *Education Code* Section 1240 requires that the county superintendent or designee visit schools identified in our county, review information in the areas noted below, and report to you the results of the visits and reviews. Provided for submission to your governing board at a regularly scheduled November meeting, is the annual report for fiscal year 2015-2016 as required by *Education Code* section 1240(c)(2)(B) pursuant to the Williams Settlement. This report presents the results of visits and reviews at Gustine Elementary School, Romero Elementary School and Gustine High School.

The purpose of the visits as specified in California Education Code 1240 were to:

1. Determine if students have "sufficient" standards-aligned instructional materials in four core subject areas (English language arts, mathematics, history/social science and science (including science laboratory equipment in grades 9-12)) and, as appropriate, in foreign languages and health;
2. Determine if there is any facility condition that "poses an emergency or urgent threat to the health or safety of pupils or staff"; and
3. Determine if the school has provided accurate data on the annual school accountability report card related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including "good repair."

The law further requires that the county superintendent:

1. Annually monitor and review teacher misassignments and teacher vacancies in schools ranked in deciles 1-3 (2012 Base API);
2. Receive quarterly reports on complaints filed within the school district concerning insufficient instructional materials, teacher vacancies and misassignments, and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Review audit exceptions under expanded authority in the areas of use of instructional materials program funds, teacher misassignments, and information reported on the school accountability

report card and determine whether the exceptions are either corrected or an acceptable plan of correction has been developed.

Before proceeding with the report, below are some basic terms:

- “Sufficient textbooks or instructional materials” mean each pupil, including English language learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home.
- A school facility condition that poses an “emergency or urgent threat” is a “condition that poses a threat to the health or safety of pupils or staff while at school.” [Note: this definition and quote is drawn from EC 17592.72(c)(1) because it is incorporated by reference in EC 1240(c)(2)(I)(ii).]
- “Good repair” means the school facilities are clean, safe and functional as determined pursuant to the school facility inspection and evaluation instrument developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria. Each school district that receives state funding for facilities maintenance is required to establish a facilities inspection system to ensure that each of its schools is maintained in “good repair.”

Findings on Instructional Materials, School Facilities, School Accountability Report Card, and Teacher Misassignments and Teacher Vacancies are on the attached Exit Summary Report and the Facility Inspection Tool (FIT).

**Gustine Unified School District
2015-2016 Williams Monitoring**

	Instructional Materials		Credentials		Facilities		SARC	Additional Settlement Monitoring
	Deficiencies Identified By Grade	Date Resolved	Deficiencies Identified	Date Resolved	Emergencies Identified	Score	Discrepancies Identified	
Gustine								
Gustine Elementary	None		None		None	*90.61%	None	N/A
Romero	None		None		None	*99.11%	None	N/A
Gustine High School	None		None		None	*88.08%	None	N/A

*Items in red on the Facilities Inspection Tool were still unresolved from the 14-15 visit. See Facilities Inspection Tool.

PART II: EVALUATION DETAIL

Date of Inspection: 08/21/14

School Name: Gustine High School

CATEGORY	CHECKLIST														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
AREA	GUESTS	MECHANICAL	SEWER	INTERIOR SURFACES	DETAIL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	BEDROOM	SINUS/ROOFING	FIRE/SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOMS	PLAYGROUND/RECREATION	INDOOR PLANTS
Freshman Hall	✓	✓	✓	D	✓	✓	✓	✓	✓	D	✓	✓	✓	NA	✓
	There are locker doors missing, the fire hose door glass is missing, the cove base at the entry needs repair. There are ceiling tiles that are falling down in the theatre.														
Kirche/Café	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
Ag Garage	✓	D	✓	✓	✓	✓	D	D	✓	D	✓	✓	✓	NA	D
	The entry door is rotted. Water heater is damaged. There are lights out. The electrical panel is missing a blank.														
Lounge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
JR Hall	✓	✓	✓	D	✓	✓	✓	✓	✓	D	✓	✓	✓	NA	✓
	There are damaged lockers, the fire extinguisher in the foyer needs to be labeled.														
Room 19	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	There is damaged cove base and broken ceiling tile.														
Room 18	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
Girls Locker Room	✓	✓	✓	D	✓	✓	✓	D	D	✓	✓	✓	✓	NA	D
	There is a broken electrical cover, shower faucet is broken, broken locker doors. There is a toilet flush valve that is leaking, stained ceiling tile, broken door closer, broken window glass, broken light cover in the foyer restroom, the drinking fountain has no water. The rfp wall board is falling off.														
Boys Locker Room	✓	✓	✓	D	D	✓	✓	✓	✓	✓	✓	✓	✓	NA	D
	The rfp wall board is falling off, ceiling paint is missing, locker doors are broken or missing, broken door casing, mirror has graffiti, coaches room has a hole in the wall.														
Gym	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
welding shop	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	NA	✓
	The electrical cord to the shearers needs to be replaced.														
wood shop	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	The office area has water stained ceiling tile.														
band room	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓

PART II: EVALUATION DETAIL		Date of Inspection: 08/21/14		School Name: Gustine High School												
AREA	CATEGORY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
		GAS LEAKS	MACHINERY	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	RESTROOM INSPECTION	ELECTRICAL	RESTROOM	SINKS / FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND EQUIPMENT	WINDMILLS
Exterior	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	NA	✓
	COMMENTS:															
ROOM 21	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:	There is a missing light cover, there are ceiling tiles that are not in place.														
ROOM 23	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:	The eye wash station is not functioning.														
ROOM 14	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:	There are water stained ceiling tiles. There is a hole in the counter top.														
COMPUTER LAB	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:	There are daisy chained power strips.														
ROOM 16	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:	There is a broken drawer, a drawer is missing, there are broken drawer handles.														
ROOM 15	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	D
	COMMENTS:	The door is peeling apart.														
ROOM 12	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:															
ROOM 9	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:	There is a broken drawer.														
ROOM 4	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:	There are broken blinds.														
ROOM 23	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	NA	✓
	COMMENTS:	The eye wash station is not functioning.														
ROOM 20	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:															
	COMMENTS:															

Marks: ✓ = Good Repair (When filling up the electronic version, please use ctrl+G); D = Deficiency; X = Extreme Deficiency; NA = Not Applicable
Use additional sheets as necessary.

Page 5 of 6

PART II: EVALUATION DETAIL															Date of Inspection: 08/10/14		School Name: GUSTINE ELEMENTARY	
CATEGORY																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15			
AREA	GALLEYS	MCHANICAL	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PESTERMIN. ABSTENTION	ELECTRICAL	RESTROOM	SINKS FOUNTAINS	FIRE SHEET	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	DOORS	PLAYGROUNDS POOL GROUNDS	WINDOVS			
MEDIA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓			
	COMMENTS:																	
CAFÉ KITCHEN	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	NA	✓			
	COMMENTS: There is an emergency light that is not working.																	
RESTROOM E WING BOYS TOILET	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	NA	✓			
	COMMENTS: A flush valve is leaking in the boys restroom.																	
LOUNGE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓			
	COMMENTS:																	
PLAYGROUND	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	D	✓			
	COMMENTS: The fall surface at the play apparatus needs repair. One of the swings is loose. The water fountain is not working.																	
ROOM B-1	✓	✓	✓	D	✓	✓	✓	NA	✓	✓	✓	✓	✓	NA	✓			
	COMMENTS: There is a cabinet hinge that is broken.																	
ROOM B-5	✓	✓	✓	✓	✓	✓	D	NA	✓	✓	✓	✓	✓	NA	✓			
	COMMENTS: The computer cords need to be bundled.																	
ROOM D-3	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	NA	✓			
	COMMENTS:																	
MAIN OFFICE	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	NA	✓			
	COMMENTS: The Nurses Office has a leaking faucet.																	
ROOM D-4	✓	✓	✓	✓	✓	✓	D	NA	✓	D	✓	✓	✓	NA	✓			
	COMMENTS: The exit sign is missing. The computer cords need to be bundled.																	
ROOM E-4	✓	✓	✓	D	✓	D	✓	NA	✓	D	✓	✓	✓	NA	✓			
	COMMENTS: There are ceiling tiles hanging, there are spiders in the cabinets. The exit sign is missing.																	
ROOM D-1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓			
	COMMENTS:																	
Dwling restrooms	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓			
	COMMENTS:																	
EXTERIOR	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
	COMMENTS:																	

PART II: EVALUATION DETAIL

Date of Inspection: **08/10/14**

School Name: **GUSTINE ELEMENTARY**

CATEGORY	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15														
	ASBESTOS	MECHANICAL	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	FINK FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOMS	PLAYGROUNDS/HOODROUNDS	WINDING COORNS/STRENGTHENERS
LAVATORY	COMMENTS:														
	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	NA	✓
ROOM G-2	COMMENTS:														
	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	NA	✓
ROOM G-4	COMMENTS:														
	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:														
	COMMENTS:														
	COMMENTS:														
	COMMENTS:														

Marks: ✓ = Good Repair (When filling up the electronic version, please use **ctrl+G**); D = Deficiency; X = Extreme Deficiency; NA = Not Applicable
 Use additional sheets as necessary.

STAFF REPORTS



Gustine High School

501 North Ave., Gustine, CA 95322

Phone: 854-6414 Fax: 854-1955

Dr. John Petrone, Principal Mr. Adam Cano, Asst. Principal Ms. Mary Lee Hellner, Dir. Student Services

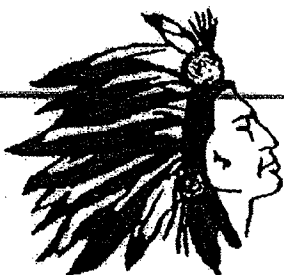
November GHS Board Report

We are moving along rapidly towards the end of the 1st semester and the holiday breaks! Well the predominant discussion on campus for the last few weeks has been athletics, especially football. By the time you read this report the rivalry game with Orestimba will have occurred, as always we will hope the game fans were well-behaved and we had a great game. Both GHS and OHS JV and Varsity football teams went into the last game of the season undefeated! As of this writing GHS admin has now met multiple times with OHS admin as we were expecting a record fan turnout. Ten uniformed officers have been present (6 Gustine, 4 Newman), along with multiple staff and admin serving a supervision/security role. We also brought in additional bleachers on loan from Orestimba, and we thank them. We have been deluged with media coverage and the boys deservedly are receiving a lot of attention.

In soccer our boys earned a #3 seed in the CIF Sac-Juaquin Div. VI playoffs and by the time you read this we will have played Bradshaw Christian on Thursday November 5th. The game will be a night soccer game which is a rare occurrence here at GHS, Go Reds!

In academics we are moving along very deliberately with the rolling out of our PLC initiative. I again thank the Board for allowing us to travel to San Diego for the conference. I can say without hesitation the conference was the most significant and impactful conference I have ever attended in my educational career! I look forward to the Board's continued support as we move forward with sending our teaching staff to this most significant conference. We (admin) will have a brief presentation on our experiences in San Diego at this Board meeting.

FFA again had a very successful trip to the National Convention in Louisville, KY, with one of the highlights being Marc Abdallah finishing in the top four in the country for his National Proficiency Award project on poultry production! Congratulations Marc!



Gustine Middle School

"Home of the Braves"

Mr. Michael Bunch, Principal

TO: GUSD GOVERNING BOARD
FROM: MICHAEL BUNCH, PRINCIPAL
DATE: 11/12/2015
RE: BOARD REPORT

Currently GMS Girls' basketball is underway. Our ongoing focus for student athletes is to focus on sportsmanship and fair play. Of course we want to win.

On Friday, October 30, 2015 GMS hosted a Halloween dance. Students enjoyed dressing up for the occasion, and dancing the night away.

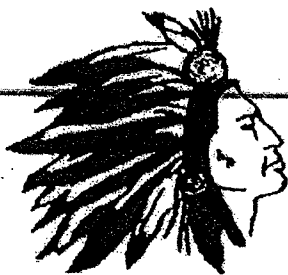
No Bully has come to GMS. Recently GMS' solution coach team attended a training in Linden, and we are adapting GMS' Motto for student's behavior (See attached).

CELDT testing was completed in October. Once, scoring returns GMS will determine how many students will be reclassified as Fluent English Proficient.

Recently I along with other GUSD principals attended the PLC institute in San Diego. This was an incredible experience. Along with my colleagues, I attended several breakout workshops including:

- PLCs for the Middle School
- PLCs for English Language Learners
- Principles for Principals
- Building consensus amongst staff members.

GMS has a new Twitter handle. Please feel free to follow us on Twitter @GMS_Braves.



Gustine Middle School

"Home of the Braves"
Mr. Michael Bunch, Principal

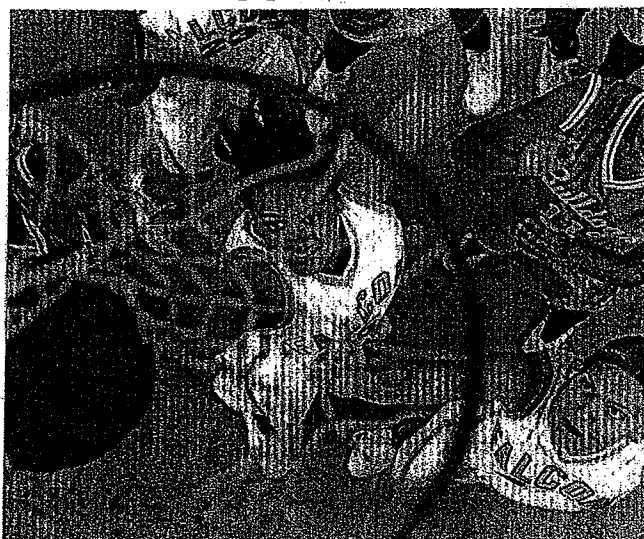
Upcoming Events:

<u>Event</u>	<u>Time</u>	<u>Date</u>	<u>Location</u>
2 nd Quarter Progress Reports	--	11/06/2015	GMS
Lockdown Drill	9:30 am	11/10/2015	GMS
Veteran's Day	--	11/11/2015	District Wide
School Site Council	3:30 pm	11/18/2015	GMS
Thanksgiving Break	--	11/23 - 11/27	District Wide
Curriculum Council	3:20 pm	12/1/2015	DO
Fire Drill	10:30 pm	12/8/2015	GMS
Student of the Month	TBD	12/15/2015	GMS
Perfect Attendance Lunch	11:45 am	12/15/2015	GMS
Winter Band Performance	6:00 pm	12/17/2015	GMS Cafeteria
Minimum Days	12:30 pm Release	12/16 - 12/18	GMS
End of 2 nd Quarter	--	12/18/2015	District Wide
Winter Break	--	12/21 - 1/1	District Wide
Staff Buy Back Day	--	1/4/2016	District Wide
Students Return to Class	--	1/5/2016	District Wide

Upcoming GMS Sports:

See Following Pages

2015-2016 G.M.S. Girls' Basketball Schedule



Date	Location	Game Time	Departure
10/27	@ Yolo	3:30	2:45
10/29	GMS (vs. Mt. View)	3:30	
11/3	GMS (vs. Delhi)	3:30	
11/4	GMS (vs. Hilmar)	3:30	
11/5	GMS (vs. Yolo)	3:30	
11/9	@ Creekside	3:30	2:30
11/10	@ LBJH	4:00	3:00
11/16	GMS (vs. Creekside)	3:30	
11/17	@ Mt. View	3:30	2:45
11/19	@ Delhi	3:30	2:30
12/2	GMS (vs. LBJH)	3:30	
12/3	@ Hilmar	3:30	2:45
12/10-12	GMS Tourney (GMS, Yolo, Hilmar, Mt. View, Creekside, LBJH)	T.B.D.	T.B.D.
12/15-18	Mt. View Tourney	T.B.D.	T.B.D.

- JV coach

Kim Taylor (GMS) - Varsity Coach

To: GUSD Governing Board

From: Peter Duenas, Vice Principal

Date: November 12, 2015

RE: Board Report

The month has been filled with getting to know the kids from both GES and GMS. It has been embracing old faces of students who were in my classes as well as building trust with students who have no clue who I am.

A couple of events that were great for the students were the fly by that took the picture of the students of Gustine Elementary in a GES formation and the traditional Halloween Parade.

At Gustine Middle School the Halloween dance was just as spirited as the parade was for the elementary students.

No day is ever the same and there is something new to learn every moment.

Administrative Report to the Gustine Unified School District Board of Education

FROM: Ismael Munoz, Principal

SITE: Gustine Elementary School

Enrollment: 569

DATE: November 12, 2015

Monthly Highlights:

October was a month filled with excitement and opportunities to showcase our students' progress. However, the Hawk Nation experienced great loss with the passing of one of our own. Mrs. Landers, third grade teacher, passed away late in October. She was a beloved teacher, mentor, and great colleague. She will be missed, but she will be remembered by the legacy she leaves behind.

We celebrated our first Pride Rally where our students were recognized for academic and civic achievements. On the eve of Halloween we marched down the streets of Gustine dressed as goblins, ghouls, and ghostly creatures. It was a fun-filled and successful event thanks to Tracy Bedford, GES Staff, Gustine Police Department, and the City of Gustine.

Finally, I was privileged to attend the Professional Learning Community (PLC) training along with my fellow administrators. We learned how to keep learning as our fundamental purpose, how to build a collaborative culture through high-performing teams, and how to focus on results. We look forward to implementing the PLC process throughout our district to reach new academic heights.

Upcoming Events:

November 10th – Parent Teacher Club Meeting 6:00 pm @ GES Cafeteria

November 11th – Veteran's Day Holiday – No School

November 13th – Turkey Trot beginning at 9:00am

November 19th – College Day

November 20th – GPD Presentation 9:00 am Gr. 3rd – 5th

November 23rd - 27th – Thanksgiving Break



Administrative Report to the Gustine Unified School District

Board of Education

Name: Lisa Filippini, Principal

School Site: Romero Elementary School

Attendance: 96%

School Enrollment: 260

Date: November 5, 2015

MONTHLY HIGHLIGHTS:

The highlight for October was definitely the "fly-over" that the Merced Co. Sheriff Dept. conducted for our Red Ribbon Week festivities. Our SRO, Deputy Miller, arranged for the Sheriff's Dept. to fly over our school (he also offered for all schools in the district) and take pictures of our students sending a message about being drug free. The students and staff enjoyed this activity, and it surely added to our Red Ribbon Week. We also had our annual Halloween Parade and Carnival. One of the most original costumes was a student who dressed up as Jake, the State Farm Insurance guy. Deputy Miller led the parade and the Fire Dept. followed at the end.

Romero also had our first lock down drill with law enforcement (Merced County Sheriff's Dept.) on Oct. 20th; what a great experience that was! Deputy Miller had a run through the entire process, including a scenario that we called into 911, and waited on the line with 911 while Sheriff Dept. was deployed. The entire process took about 20 mins., but it was very enlightening to see what we had down, and what we need to improve on; we will have another practice in November. These drills will be done monthly.

Upcoming Events

November 20 th	Turkey Trot approx. 8:30-11:15
December 1 st	Spelling Bee @ MCOE
December 3 rd	ELA Adoption preview @ MCOE



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

Name: Cheryl Pometta

Position: Transportation Director

Date: 11/6/2015

MONTHLY HIGHLIGHTS

Catherin Rowan finished all her testing and is now driving!!!

We will start the Special Needs route back up again on Tuesday 11-10-15.

Now we are only one route driver short, until Sandy is able to come back, he thinks maybe after Thanksgiving. He will be driving a regular bus for the remainder of the school year as he feels that the extra bending and in and out of the seat that the Special Ed route requires may cause him some discomfort.

UPCOMING EVENTS/GOALS

Still looking to train two new drivers before this spring.

October Financial Report

Gustine Unified School District - Monthly Financial Board Report

General Fund Budget Report					October 2015 (as of 11/3/15)	
Summary by Objects	2015-16 Adopted Budget	Expended Year To Date	Encumbered	Balance	Percent Remaining	
Teacher Salaries	\$ 6,082,058	\$ 1,564,536	\$ 3,907,905	\$ 609,617	10.0%	
Pupil Support Salaries	524,500	132,814	284,365	107,320	20.5%	
Administration Salaries	891,300	280,983	614,628	(4,311)	-0.5%	
Total Certificated Salaries	\$ 7,497,858	\$ 1,978,333	\$ 4,806,898	\$ 712,627	9.5%	
Instructional Aide Salaries	312,795	80,958	203,172	28,665	9.2%	
Classified Support Salaries	852,524	240,028	485,805	126,691	14.9%	
Classified Supervisor/Admin	256,640	79,942	167,131	9,567	3.7%	
Clerical & Technical Salaries	493,350	158,409	320,094	14,847	3.0%	
Other Classified Salaries	212,189	38,210	82,627	91,352	43.1%	
Total Classified Salaries	\$ 2,127,498	\$ 597,546	\$ 1,258,830	\$ 271,122	12.7%	
STRS Retirement	778,819	209,310	520,034	49,475	6.4%	
PERS Retirement	223,170	65,718	147,753	9,700	4.3%	
FICA/Medicare	257,361	70,330	163,942	23,088	9.0%	
Health Benefits	1,547,960	420,990	1,043,966	83,004	5.4%	
Unemployment Insurance	5,989	1,285	3,033	1,671	27.9%	
Workers Compensation	158,053	44,820	105,544	7,689	4.9%	
Retiree Benefits	180,000	62,631	0	117,369	65.2%	
Total Employee Benefits	\$ 3,151,351	\$ 875,085	\$ 1,984,272	\$ 291,995	9.3%	
Textbooks and Software Curriculum	183,000	42,676	40,002	100,322	54.8%	
Vehicle/Maintenance Supplies	140,500	21,632	10,342	108,526	77.2%	
Instructional & Other Materials/Supplies	968,211	259,841	189,757	518,613	53.6%	
Non-Capitalized Equipment	440,168	201,788	99,883	138,497	31.5%	
Total Books and Supplies	\$ 1,731,879	\$ 525,937	\$ 339,984	\$ 865,958	50.0%	
Travel/Conference and Training	317,528	42,477	55,467	219,584	69.2%	
Dues and Memberships	36,192	15,238	1,089	19,864	54.9%	
Insurance	124,500	113,755	0	10,745	8.6%	
Utilities and Operation Services	888,853	410,644	55,951	422,258	47.5%	
Repairs and Maintenance	255,100	102,963	35,223	116,914	45.8%	
Professional Services	605,898	122,844	44,729	438,325	72.3%	
Communications	77,412	29,127	0	48,285	62.4%	
Total Other Operating Expense	\$ 2,305,482	\$ 837,049	\$ 192,459	\$ 1,275,975	55.3%	
Land, Building & Improvements	7,888	0	0	7,888	100.0%	
Equipment & Other Capital Outlay	481,775	62,836	0	418,939	87.0%	
Total Capital Outlay	\$ 489,663	\$ 62,836	\$ -	\$ 426,827	87.2%	
State Special Schools (Residential Care)	14,072	0	0	14,072	100.0%	
Transfers to MCOE	204,624	149,582	0	55,042	26.9%	
Debt Payment - Interest	314,400	154,439	0	159,961	50.9%	
Debt Payment - Principal	265,400	18,772	0	246,628	92.9%	
Interfund Transfers	153,581	0	0	153,581	100.0%	
Total Other Outgo	\$ 952,077	\$ 322,793	\$ -	\$ 629,284	66.1%	
TOTALS	\$ 18,255,808	\$ 5,199,579	\$ 8,582,441	\$ 4,473,787	@ 19.4% in Oct 2014	24.5%

General Fund Cash Flow Update		October 2015 (as of 11/3/15)
Actual Ending Cash Balance:	\$	1,374,097

October Deposits/ Transfers

DEPOSIT TRANSACTIONS

Date last used from: 10/01/2015 To 10/31/2015
Transaction Number from: 0 To 999999
Date entered from: 00/00/0000 To 99/99/9999

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION			AMOUNT	A/R
LN.	DETAIL	DESCR	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2				
160005	10/05/2015	10/05/2015	DC#160005	ENTERED BY: HLUN	APPROVED: 10/08/2015	KNOR	
1.	#9027-OLM Rent-		01-0000-0-8650.00-0000-0000-000-000			100.00	N
2.	#9028-Insurance-J.Roff		01-0000-0-9565.00-0000-7209-112-000-000			1,367.80	N
3.	#9029-Insurance-K. Conrad		01-0000-0-9565.00-0000-7209-112-000-000			613.63	N
4.	#9030-Insurance-L.McGowen		01-0000-0-9565.00-0000-7209-112-000-000			410.40	N
5.	#9031-Insurance-E.Nunes		01-0000-0-9565.00-0000-7209-112-000-000			12,109.20	N
6.	#9032-Insurance-C.Olivera		01-0000-0-9565.00-0000-7209-112-000-000			672.00	N
7.	#9033-Refund-		01-0000-0-8699.00-0000-0000-000-000-000			375.00	N
8.	#9034-GHS books CASH-		01-0000-0-8699.00-0000-0000-000-000-000			261.00	N
9.	#9035-Damag. Book GHS CASH-		01-0000-0-8699.00-0000-0000-000-000-000			95.00	N
10.	#9036-Postage CASH-		01-0000-0-8699.00-0000-0000-000-000-000			2.08	N
11.	#9037-Check for Credit-		01-8150-0-4300.00-0000-8110-112-000-000			9,745.81	N
12.	#9038-Developer Fees-		25-0000-0-8681.00-0000-0000-000-000-000			61,043.53	N
13.	#9039-Vandalized Truck-CRSIG		01-0000-0-8699.00-0000-0000-000-000-000			10,694.53	N
14.	#9040-Insurance-J.Wilson		01-0000-0-9565.00-0000-7209-112-000-000			1,797.00	N
15.	#9041-Insurance-J. Amaral		01-0000-0-9565.00-0000-7209-112-000-000			68.40	N
16.	#9042-Insurance-A. Amaral		01-0000-0-9565.00-0000-7209-112-000-000			68.40	N
17.	#9043-Insurance-J.Simms CASH		01-0000-0-9565.00-0000-7209-112-000-000			149.00	N
18.	#9044-Insurance-A.Simmons		01-0000-0-9565.00-0000-7209-112-000-000			147.23	N
19.	#9045-Insurance-L. Hughes		01-0000-0-9565.00-0000-7209-112-000-000			1,198.00	N
20.	#9046-Insurance-P.Bettencourt		01-0000-0-9565.00-0000-7209-112-000-000			80.80	N
21.	#9047-Insurance-M.Lafler		01-0000-0-9565.00-0000-7209-112-000-000			651.63	N
22.	#9048-Insurance-C.Caporgno		01-0000-0-9565.00-0000-7209-112-000-000			460.63	N
23.	#9049-Insurance-A. Eckstein		01-0000-0-9565.00-0000-7209-112-000-000			452.49	N
			TOTAL AMOUNT			102,563.56 *	
160006	10/06/2015	10/06/2015	DC#160006	ENTERED BY: HLUN	APPROVED: 10/09/2015	KNOR	
1.	#9050-Meal Reimb Fed-july15		13-5310-0-8220.00-0000-0000-000-000-000			19,931.23	N
2.	#9051-MealReimb State-july15		13-5310-0-8520.00-0000-0000-000-000-000			1,677.13	N
3.	#9052-Cafeteria Deposit-		13-5310-0-8634.00-0000-0000-000-000-000			3,500.00	N
			TOTAL AMOUNT			25,108.36 *	
160007	10/28/2015	10/28/2015	DC#160007	ENTERED BY: HLUN	APPROVED: 11/04/2015	KNOR	
1.	#9053-Insurance-OND-M. Rotert		01-0000-0-9565.00-0000-7209-112-000-000			205.20	N
2.	#9054-Insurance-S-C.Parreira		01-0000-0-9565.00-0000-7209-112-000-000			1,712.70	N
3.	#9055-Insurance-P.Rocha		01-0000-0-9565.00-0000-7209-112-000-000			269.63	N
4.	#9056-Insurance-K.Mendonca		01-0000-0-9565.00-0000-7209-112-000-000			514.83	N
5.	#9057-Insurance-O-K. Streifel		01-0000-0-9565.00-0000-7209-112-000-000			922.00	N
6.	#9058-Insurance-O-D.Shaw		01-0000-0-9565.00-0000-7209-112-000-000			83.93	N
7.	#9059-Insurance-Avila		01-0000-0-9565.00-0000-7209-112-000-000			147.23	N
8.	#9060-CSEA refund-GHS		01-0000-0-8699.00-0000-0000-000-000-000			3.00	N
9.	#9061-Insurance-Karen Azevedo		01-0000-0-9565.00-0000-7209-112-000-000			410.40	N
10.	#9062-Insurance-G.McWilliams		01-0000-0-9565.00-0000-7209-112-000-000			820.80	N
11.	#9063-Insurance-L. Borelli		01-0000-0-9565.00-0000-7209-112-000-000			1,314.79	N
12.	#9064-Insurance-MT Ottman		01-0000-0-9565.00-0000-7209-112-000-000			1,809.96	N
13.	#9065-Insurance-S.Mikulka		01-0000-0-9565.00-0000-7209-112-000-000			1,355.40	N
14.	#9066-Insurance-C.Parreira		01-0000-0-9565.00-0000-7209-112-000-000			1,737.00	N
15.	#9067-Meal Reimb Fed-		13-5310-0-8220.00-0000-0000-000-000-000			66,500.94	N
16.	#9068-Meal Reimb CACFP-		13-5320-0-8220.00-0000-0000-000-000-000			7,074.68	N

CONTINUED

014 Gustine Unified School Dist.
Cash Deposits-Oct

DEPOSIT TRANSACTIONS

J92237 DC0100 L.00.00 11/04/15 PAGE 2

Date last used from: 10/01/2015 To 10/31/2015
Transaction Number from: 0 To 999999
Date entered from: 00/00/0000 To 99/99/9999

APPROVED AND UNAPPROVED TRANSACTIONS

NUMBER	DATE	ENTERED	DESCRIPTION	AMOUNT	A/R
LN.	DETAIL	DESCR	FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2		

160007	CONTINUED				
17.	#9069-Insurance-L. Swedberg		01-0000-0-9565.00-0000-7209-112-000-000	348.00	N
18.	#9070-Insurance-J.Roff		01-0000-0-9565.00-0000-7209-112-000-000	1,367.80	N
19.	#9071-Insurance-K.Conrad		01-0000-0-9565.00-0000-7209-112-000-000	651.63	N
20.	#9072-Cafeteria Deposit-OCT		13-5310-0-8634.00-0000-0000-000-000-000	5,000.00	N
TOTAL AMOUNT				92,249.92 *	
DISTRICT TOTAL				219,921.84 **	
GRAND TOTAL				219,921.84 ***	

APPROVED AND UNAPPROVED TRANSACTIONS

Number	Date	Entered	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2	Debit	Credit
LN. Di	Detail	descr				
660222	10/06/2015	10/06/2015	SELPA Transportation FY 14-15	Entered by: KWEI Approved: 10/13/2015 RHAR		
6. 014	SELPA Transpo	FY14/15	01-6500-0-7142.00-5001-9200-000-000-000	93,703.59		
			TOTAL AMOUNT	93,703.59*		0.00*
660223	10/06/2015	10/06/2015	MCOE Spec Ed Unfunded FY 14-15	Entered by: KWEI Approved: 10/13/2015 RHAR		
6. 014	MCOE SpecEd	FY14-15	01-6500-0-7142.00-5001-9200-000-000-000	23,179.94		
			TOTAL AMOUNT	23,179.94*		0.00*
160003	10/09/2015	10/09/2015	To Cover Oct A/P for FD 13	Entered by: LAGU Approved: 10/12/2015 KNOR		
1. 014	SetUp DueTo	01-0000forOctA/P	13-5310-0-9619.00-0000-0000-000-000-000			6,000.00
2. 014	SetUp DueFr	13-5310forOctA/P	01-0000-0-9319.00-0000-0000-000-000-000	6,000.00		
			TOTAL AMOUNT	6,000.00*		6,000.00*
660267	10/19/2015	10/26/2015	QSS FinancialSystAnn1Billing15-16	Entered by: MMEL Approved: 10/26/2015 SSVA		
9. 014	15-16FinancSyst	Billing-Gustine	01-0000-0-5860.00-0000-7200-112-000-000	6,522.86		
			TOTAL AMOUNT	6,522.86*		0.00*
960154	10/19/2015	10/19/2015	14-15 STUDENT ID MAINT.	Entered by: KNOR Approved: 10/20/2015 NHAI		
4. 014	14-15 STUDENT	ID MAINT.	01-0000-0-8590.00-0000-0000-000-000-000			435.38
			TOTAL AMOUNT	0.00*		435.38*
960154	10/19/2015	10/19/2015	15-16 ADULT ED MOE - OCT	Entered by: KNOR Approved: 10/20/2015 NHAI		
2. 014	15-16 ADULT	ED MOE - OCT	11-6391-0-8590.00-0000-0000-000-000-000			4,850.00
			TOTAL AMOUNT	0.00*		4,850.00*
960159	10/20/2015	10/20/2015	CURR UNSEC JE003911	Entered by: KNOR Approved: 10/20/2015 NHAI		
20. 014	CURR UNSEC	JE003911	01-0000-0-8042.00-0000-0000-000-000-000			202,968.18
			TOTAL AMOUNT	0.00*		202,968.18*
960160	10/20/2015	10/20/2015	CURR UNSEC JE003927	Entered by: KNOR Approved: 10/20/2015 NHAI		
3. 014	CURR UNSEC	JE003927	01-0000-0-8042.00-0000-0000-000-000-000			1,132.27
			TOTAL AMOUNT	0.00*		1,132.27*
660274	10/21/2015	10/21/2015	H/R FINGERPRINTING - SEP 2015	Entered by: DMCM Approved: 10/21/2015 RHAR		
7. 014	FINGERPRINTING,	GUSTINE-SEPT15	01-0000-0-5842.00-0000-7200-112-000-000	378.00		
			TOTAL AMOUNT	378.00*		0.00*
660288	10/22/2015	10/23/2015	MCSBA REG FEES FROM DISTRICTS	Entered by: PHAY Approved: 10/29/2015 RHAR		
27. 014	Gust MCSBA 4	Ebird	01-0000-0-5200.00-0000-7110-112-000-000	700.00		
29. 014	Gust MCSBA 1	Ebird	01-0000-0-5200.00-0000-7150-112-000-000	175.00		
			TOTAL AMOUNT	875.00*		0.00*
960164	10/27/2015	10/27/2015	14-15 ENG LANG ACQUI	Entered by: KNOR Approved: 10/27/2015 NHAI		
10. 014	14-15 ENG LANG	ACQUI	01-4203-0-8290.00-0000-0000-000-000-000			19,243.00
			TOTAL AMOUNT	0.00*		19,243.00*

014 Gustine Unified School Dist.
Cash Receipts (TF's)-Oct

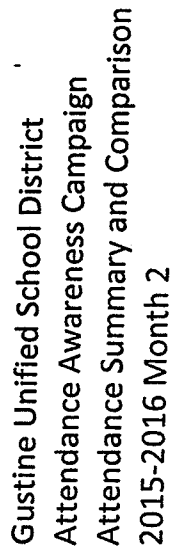
Transfer Transactions
Date last used from: 10/01/2015 To 10/31/2015
Transaction Number from: 0 To 999999
Date entered from: 00/00/0000 To 99/99/9999

J91722 TF0100 L.00.01 11/03/15 PAGE 2

APPROVED AND UNAPPROVED TRANSACTIONS

Number	Date	Entered	Description		Debit	Credit
LN. Di	Detail	descr	FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2			
960172	10/28/2015	10/28/2015	15-16 OCT APPORTIONMENT	Entered by: KNOR Approved: 10/29/2015 NHAI		
51. 014	REG REV LIMIT		01-0000-0-8011.00-0000-000-000-000			985,554.00
52. 014	SPEC/ED MASTR PLAN		01-6500-0-8311.00-5001-0000-000-000-000			45,154.00
53. 014	LCFF XFR TO MCOE		01-0000-0-7142.00-0000-9200-000-000-000		10,510.00	
			TOTAL AMOUNT		10,510.00*	1,030,708.00*
			DISTRICT TOTAL		141,169.39**	1,265,336.83**
			GRAND TOTAL		141,169.39***	1,265,336.83***

ENROLLMENT And ATTENDANCE



2014-2015 School Year: P-2 ADA was 93.36%												
Year:	2015	2015	2015	2015	2015	2015/16	2016	2016	2016	2016	2016	YTD
Month:	1	2	3	4	5	6	7	8	9	10	11	Average
Dates:	8/10-9/4	9/7-10/2										
GES	95.60%	95.83%										95.72%
RES	96.94%	96.73%										96.84%
GMS	94.12%	95.70%										94.91%
GHS	96.92%	95.82%										96.57%
2014-2015 School Year: P-2 ADA was 93.36%												
Total Average											95.96%	

2015-2016 School Year: P-2 ADA was 93.36%													Total Average
Year:	2014	2014	2014	2014	2014	2014	2014/15	2015	2015	2015	2015	2015	2015
Month:	1	2	3	4	5	6	7	8	9	10	11	12	13
Dates:	8/11-9/5	9/8-10/3	10/6-10/31	11/3-11/28	12/1-12/26	12/29-1/23	1/26-2/20	2/23-3/20	3/23-4/17	4/20-5/15	5/18-6/12	6/15-6/29	7/3-7/27
GES	96.28%	95.35%	94.00%	94.73%	90.53%	91.33%	91.05%	94.05%	94.43%	93.50%	93.60%	93.59%	93.59%
RES	95.81%	96.84%	96.55%	96.25%	92.82%	93.74%	94.04%	94.50%	94.91%	95.12%	95.30%	95.08%	95.08%
GMS	96.65%	95.85%	95.22%	94.69%	92.28%	92.47%	93.61%	93.76%	95.01%	94.90%	94.29%	94.43%	94.43%
GHS	97.13%	96.46%	95.14%	95.36%	93.80%	94.33%	92.09%	94.23%	94.55%	93.10%	95.14%	94.67%	94.67%
Change: Increase or Decrease in 2015-16 vs. 2014-15													Total P-2 ADA
													93.36%

Month:	1	2	3	4	5	6	7	8	9	10	11	YTD Average
GES	0.68%	0.48%										2.13%
RES	1.13%	0.19%										1.76%
GMS	2.15%	0.15%										0.48%
GHS	0.21%	0.64%										1.70%

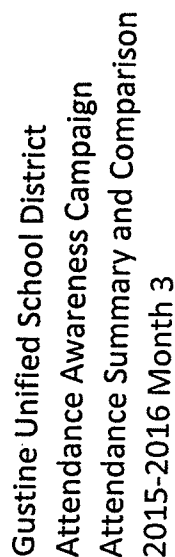
Note: Monthly %'s are only for Regular Program

Increased as compared to same month in prior year
Increased as compared to prior year

*RES had the largest attendance rate for current month 2 for the 2nd month in a row.

****GES had an increase over prior year month 2.**

***GES & GMS had an increase over the prior month.



2015-2016 School Year: TARGET is 96%

2014-2015 School Year: P-2 ADA was 93.36%												
Year:	2015	2015	2015	2015	2015	2015/16	2016	2016	2016	2016	2016	YTD
Month:	1	2	3	4	5	6	7	8	9	10	11	Average
Dates:	8/10-9/4	9/7-10/2	10/5-10/30									
GES	95.60%	95.81%	95.40%									95.61%
RES	96.94%	96.73%	95.76%									96.48%
GMS	94.12%	95.70%	95.49%									95.10%
GHS	96.92%	95.82%	95.34%									96.03%
Total Average												95.81%

2014-2015 School Year: P-2 ADA was 93.36%

[illegible]

Change: Increase or Decrease in 2015-16 vs. 2014-15

Percentage Increase or Decrease in 2015-16 vs. 2014-15												
Month:	1	2	3	4	5	6	7	8	9	10	11	YTD Average
GES	0.68%	0.48%	1.40%									2.02%
RES	1.13%	0.11%	0.79%									1.40%
GMS	2.53%	0.13%	0.27%									0.67%
GHS	0.20%	0.62%	0.20%									1.36%
Note: Monthly %'s are only for Regular Program												
Total P-2 ADA												93.36%

Note: Monthly %'s are only for Regular Program

Site with highest attendance of the month

increased as compared to same month in prior year

increased as compared to prior year

Commendations:

*RES had the largest attendance rate for current month 3 for the 3rd month in a row.

**GES, GMS, & GHS had an increase over prior year month 3.

MINUTES

**MINUTES OF THE REGULAR MEETING GOVERNING BOARD
GUSTINE UNIFIED SCHOOL DISTRICT
WEDNESDAY, OCTOBER 14, 2015**

TIME AND PLACE

The regular meeting of the Gustine Unified School District Board of Education was held on Wednesday, October 14, 2015. 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 7:02 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 Student Discipline Case #2015/16-01, the Board unanimously voted to uphold the decision of a stipulated expulsion by the Administrative Hearing Panel.

APPROVAL OF AGENDA

Mr. Morones said that Information Item VI-A would be pulled and added to the November Board meeting. Mr. Longoria made a motion to approve the Consent Agenda as amended, seconded by Mrs. Rose. Motion carried, 5-0.

REPORTS AND PRESENTATIONS

A. Family Resource Center – Representatives from the Family Resource Center in Merced presented information regarding their collaboration with the City of Gustine and the school district to establish a Family Resource Center in Gustine. The services provided by this organization assist residents with various issues including help in applying for jobs, child care, food/clothing, and many other areas where families need assistance. They are looking for a building to house their program, possibly at the Old Middle School site, and Mr. Morones said he would discuss that possibility with Board.

B. Student Report – GHS ASB Representative Meg Abdallah presented her report on activities at Gustine High School. She arrived late to the meeting because the FFA Opening and Closing Ceremonies were held at GHS. She reported that the GHS Officer Team received First Place honors out of 13 Officer Teams from other schools.

C. Board Reports – Mr. Longoria said he participated in the quarterly meeting with Board President Pat Rocha, Superintendent Morones, City Councilman Joe Oliveira, City Manager Sean Scully, and Mayor Dennis Brazil where many issues were discussed. He attended the GMS Rachel's Challenge day as well as the MCSBA Annual Conference in Monterey. Mrs. Rose congratulated the Romero Teacher of the Year and Classified Employee of the Year on receiving their award at the MCOE event in Merced. Mrs. Rose attended the Rachel's Challenge event at GMS. She attended the MCSBA Annual Conference and thanked the Board members and Superintendent Morones for their donation item for the raffle. She also said she is impressed by the GHS enrollment of 599, the highest number she has ever seen.

Mrs. Borrelli said she is excited to see the Family Resource Center plans and said it would be very beneficial for our community.

Mrs. Brinkman offered congratulations to the Romero employees on being honored by MCOE and recognized for all that they do. She attended the MCSBA Conference.

Mrs. Rocha began by saying she is extremely disappointed that Governor Brown signed AB 30 banning the use of the name "Redskins" as our mascot. She attended the MCSBA Conference as well and congratulated Mrs. Rose upon being elected President of MCSBA for next year.

D. Staff Reports – Mr. Morones said that all GUSD Principals and Administrators were attending a PLC (Professional Learning Communities) Conference in San Diego so could not be at the Board meeting. He said it is probably one of the best conferences for educators in the country. There are break-out sessions Tuesday through Friday. He said that Mr. Petrone sent a text this morning and said the speaker was fantastic.

E. Curriculum Council Report – Kim Medeiros provided a report on meetings held by the GUSD Curriculum Council.

F. Superintendent Report – Mr. Morones said he attended the recent OLM Festa as well as the bullfights on Monday night. He also participated in the District's Measure P Bond Oversight Committee meeting, which included the District's Architect Mitch McAllister. For Phase I, the focus is the high school locker rooms, science wing and general infrastructure. Mr. Morones said he attended the Excellence in Education awards celebration of our teachers and staff. He said he is disappointed that the Governor signed AB 30, the bill to ban the use of the Redskins mascot, but he is mostly disappointed that no one from the Governor's office contacted our District to see how we felt about it and what the impact would be for GUSD. He is waiting to see what kind of funding the District will receive from the state to make the required changes. The District will be convening a committee made up of students, staff, alumni, and community members to define and determine what the future mascot will be for Gustine High School.

CONSENT AGENDA

Mrs. Borrelli made a motion to approve the Consent Agenda, seconded by Motion carried, 5-0.

INFORMATION

A. Music Program (Band/Choir) at GHS and GMS – Postponed to the November Board meeting on November 12, 2015.

B. Food Service Report – Cyndi Cunha explained the process of ordering food and supplies for the cafeteria. The Board thanked her for taking on these additional responsibilities and said she is doing a great job.

C. CAASPP Test Scores – Kim Medeiros – Mrs. Medeiros provided a detailed report to the Board on the District's CAASPP scores.

D. LCAP Report – Kim Medeiros – Mrs. Medeiros gave an update on the most recent LCAP revisions.

COMMUNICATION FROM THE PUBLIC

None.

ACTION ITEMS

- A. Warrants – Mrs. Brinkman made a motion to approve the warrants, removing PV 160260 (to Mr. Longoria), seconded by Mrs. Borrelli. Motion carried, 5-0. Mrs. Brinkman made a motion to approve the warrant #PV 160260, seconded by Mrs. Rose. Motion carried, 4-0, with Mr. Longoria abstaining.
- B. Purchase of Read 180 Training for GMS – Mrs. Rose made a motion to approve the purchase of Read 180 Training for Gustine Middle School, seconded by Mrs. Brinkman. Motion carried, 5-0.
- C. PLATO Curriculum Purchase for Pioneer High School – Mrs. Hellner explained that PLATO is a more rigorous curriculum than APEX and students are more engaged and interactive and this coordinates with CAASP testing. It is also more cost-effective than APEX because it has unlimited licenses and is a better program. Mr. Longoria made a motion to approve the PLATO curriculum purchase for PHS, seconded by Mrs. Borrelli. Motion carried, 5-0.
- D. Bus Maintenance Contract – Mrs. Pometta advised that there is a slight increase in the hourly rate for bus maintenance and for monthly storage. Mr. Longoria made a motion to approve the Bus Maintenance Contract for 2015/16, seconded by Mrs. Borrelli. Motion carried, 5-0.
- E. Measure P Bond Audit Proposal – Mr. Morones explained that the audit services will be provided by our current District auditors for the 2014/15 and 2015/16 school years. Most of the work for the bond audit will be conducted during the same time as the annual District financials audit, helping to streamline the process. Mr. Longoria made a motion to approve the contract with Christy White & Associates to perform the Measure P Bond Audit, seconded by Mrs. Brinkman. Motion carried, 5-0.
- F. District Bulk Copy Paper Purchase – Mrs. Brinkman made a motion to approve the District bulk copy paper purchase, seconded by Mr. Longoria. Motion carried, 5-0.

ADVANCED PLANNING

- A. Regular Board Meeting, November 12, 2015, 6:00 Closed Session, 7:00 p.m. Open Session
B. CSBA Annual Education Conference, December 2-5, 2015, San Diego
C. Board Bylaws Workshop – January

ADJOURNMENT

Mrs. Rose made a motion to adjourn, seconded by Mrs. Brinkman. Motion carried, 5-0.
Meeting was adjourned at 9:20 p.m.

APPROVED AND ADOPTED

Linetta Borrelli, Clerk

**YEARLY
CONTRACT
RENEWALS**

INFORMATION ITEMS

INFORMATION

- A. Music Program (Band/Choir) at GHS and GMS -- Steve Mitchell
- B. GHS Prom Transportation
- C. LCAP Report – Kim Medeiros

ACTION ITEMS

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

November 12, 2015

AGENDA ITEM TITLE: Board Policy Updates

AGENDA SECTION: Action

PRESENTED BY: Bill Morones, Superintendent

SUMMARY:

The attached CSBA Manual Maintenance Service Checklist lists the policies which need to be updated as of October 2015. Once approved by the Board, CSBA will return a paper copy for inclusion in the hard-copy manual and will post the updates on GAMUT Online, available from the District's website.

FISCAL IMPACT: None

BUDGET CATEGORY: None

RECOMMENDATION: Approve

Update Guidesheets

October 2015 Update Guidesheet

22.75

POLICY GUIDE SHEET

***Note: Descriptions below identify major revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts should review the sample materials and modify their own policies accordingly.

Sale and Disposal of Books, Equipment and Supplies

(BP/AR revised) Policy updated to add Board roles in determining whether the value of the property is sufficient to warrant a sale and in approving the terms and conditions of the sale. Policy also reflects NEW LAW (SB 971, 2014) which eliminates the mandate to adopt rules for the identification of obsolete instructional materials. Policy provides optional criteria for such identification and clarifies the circumstances under which the sale or donation of obsolete or unusable instructional materials may be appropriate. Reorganized regulation reflects the repeal by SB 971 of requirements related to the use of the proceeds from the sale of instructional materials and adds section on "Equipment/Supplies Acquired with Federal Funds." Section on "Replacement of School Buses" deleted since NEW LAW (SB 78, 2015) repealed the conditions for the sale of school buses by districts receiving a state apportionment to replace the buses.

See BP 3270

See AR 3270

Bids

(AR revised) Regulation updated to reflect NEW LAW (AB 1581, 2014) which authorizes districts to set timelines for submittal and opening of bids and, for districts of 2,500 or more average daily attendance, extends prequalification procedures to any lease-leaseback agreement for a public project that involves an expenditure of \$1 million or more and meets other specified criteria. Regulation also references NEW COURT DECISION which ruled that, to be valid, a lease-leaseback agreement must contain a lease term and a financing component.

See AR 3311

Equipment

(AR revised) Regulation updated to define "equipment," provide that district equipment shall be used primarily for educational purposes or other district operations, delete material on comparability of equipment which is also addressed in BP 6171 - Title I Programs, and clarify processes for transferring equipment between work sites. Regulation also adds material related to equipment inventories, the sale or disposal of equipment, and the purchase of equipment with federal funds.

See AR 3512

Special Education Staff

(AR revised) Regulation updated to delete outdated section on "Teachers of Students with Autism" and to update the credentials and added authorizations available from the Commission on Teacher Credentialing which authorize instruction in special education and related services. Regulation also adds material related to the emergency permit for resource specialists, the provisional internship permit and short-term staff permit, credential waivers, qualifications of employees providing related services, professional development, and induction programs.

See AR 4112.23

Sexual Harassment

(AR revised) Regulation updated to clarify that the AR is mandated pursuant to state law and to reflect NEW LAW (AB 2053, 2014) which adds prevention of abusive conduct to the contents of sexual harassment training required for supervisory employees. Regulation also reflects state law providing that the conduct need not be motivated by sexual desire in order to constitute sexual harassment. References to Title 2 regulations updated to reflect recent renumbering.

See AR 4119.11/4219.11/4319.11

Health and Welfare Benefits

(BP/AR revised) Policy and regulation updated to reflect the federal Patient Protection and Affordable Care Act, applicable to districts with 50 or more full-time employees. Policy includes information about the calculation of full-time employees for the purpose of determining the applicability of the Act and reflects requirements to provide an affordable health insurance plan which includes specified minimum coverage and pays at least 60 percent of the medical expenses covered under the plan. Policy also reflects NEW LAW (SB 1306, 2014) which defines "marriage" as a personal relationship arising out of a civil contract between two persons rather than a man and a woman. Regulation adds section on "Affordability of Health Coverage" which includes methods by which districts may determine that each employee's contribution for employee-only health coverage does not exceed 9.5 percent of his/her household income.

See BP 4154/4254/4354
See AR 4154/4254/4354

Exclusions from Attendance

(AR revised) Regulation updated to clarify the circumstances under which students must or may be denied admission or be temporarily excluded from school. Regulation reflects NEW LAW (SB 277, 2015) which eliminates the immunization exemption based on a parent/guardian's personal beliefs, except in cases where a parent/guardian submits a letter or written affidavit by January 1, 2016. Regulation also adds the period of time for which each exclusion is applicable. See AR 5112.2

Immunizations

(BP/AR revised) Policy and regulation updated to reflect NEW LAW (SB 277, 2015) which limits the personal beliefs exemption to students whose parent/guardian submits a letter or written affidavit by January 1, 2016, in which case the exemption shall be effective only until the student enters the next grade span, as defined. Policy also deletes material related to conditional enrollment of transfer students while waiting for the transfer of immunization records, now addressed in AR. Regulation also reflects provisions of SB 277 which (1) require districts to ensure that students advancing to grade 7 are fully immunized against all specified diseases, (2) state that students with disabilities must be provided special education and related services regardless of their immunization status, and (3) exempt students from immunization requirements who are enrolled in an independent study program and who do not receive classroom-based instruction.

See BP 5141.31
See AR 5141.31

International Baccalaureate Program

(BP added) New policy addresses the philosophy and requirements of the International Baccalaureate (IB) program and is for use by districts that have received authorization from the International Baccalaureate Organization in Geneva, Switzerland to offer one or more IB programs at the elementary, middle, or high school level. Section on "IB Diploma Program or Career-related Program" reflects courses, examinations, and other requirements that high school students must complete to obtain the IB diploma and addresses the provision of fee assistance to low-income students taking IB examinations. Material on program evaluation includes optional indicators of program effectiveness and reflects NEW LAW (SB 416, 2015) which repeals requirements to submit certain reports to the California Department of Education.

See BP 6141.4

Evaluation of the Instructional Program

(BP revised) Policy updated to reflect the suspension of the state Academic Performance Index and NEW LAW (AB 104, 2015) which adds homeless students to the definition of numerically significant student subgroups whose progress toward district goals must be annually assessed. Policy also updates section on Federal Program Monitoring (FPM) to reflect new state tools for monitoring categorical programs, and actions needed if the FPM review results in a finding of noncompliance.

See BP 6190

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

November 12, 2015

AGENDA ITEM TITLE: GHS 2016 Senior Class Trip

AGENDA SECTION: Action

PRESENTED BY: Bill Morones, Superintendent

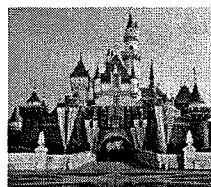
SUMMARY:

The GHS Class of 2016 is requesting Board approval for their overnight Grad Trip Celebration (Disneyland). All appropriate paperwork and permission slips have been completed and approved by GHS administration.

FISCAL IMPACT: None

BUDGET CATEGORY: None

RECOMMENDED ACTION: Approve



Gustine High School- *Class Of 2016*

Grad Trip Celebration

YOUR TRIP INCLUDES

- ♥ Deluxe motor coach transportation to and from your school
- ♥ 1-day Disney Park Hopper Ticket to **Disneyland** and **Disney's California Adventure**
- ♥ Admission to **Disney's Grad Nite® party**
- ♥ Breakfast at a local restaurant after Grad Nite
- ♥ On site USA Student Travel Staff (24-Hour Trip Care) and consumer protection plan
- ♥ \$40 Million Liability Insurance

Price Per Person: \$309.00

Monday, May 23rd, 2016

- Depart on motor coach
- Disneyland and Disney's California Adventure
- Disneyland Grad Nite®

Tuesday, May 24th, 2016

- Breakfast
- Depart for home!



3 EASY WAYS TO REGISTER

Complete and turn in the registration form (on back) with a \$50 non-refundable deposit on or before
October 2nd, 2015

- Turn in registration/deposit into the activities office.
- Register on-line at www.USASStudentTravel.com
- Mail your completed registration form (on back) with a \$50 non-refundable deposit to:
USA Student Travel
5080 Robert J Mathews Parkway
El Dorado Hills CA 95762

Please make checks payable to
"USAST -Gustine"

PAYMENT POLICY

Your trip can be paid in payments or paid in full anytime. Payments will be accepted in the form of a check, cashier's check or money order on a first-come first-served basis. Price is based on a minimum of 40 paid participants per motor coach.

Payment due dates are as follows:

Oct 2, 2015	\$50 (non-refundable deposit)
Nov 13, 2015	\$65
Jan 8, 2016	\$65
Feb 12, 2016	\$65
Mar 11, 2016	\$Balance Due/Final Payment
TOTAL COST:	\$309.00

CANCELLATION POLICY

Your deposit is used to secure your space on the trip with our travel suppliers including transportation and attractions. Cancellations will be subject to the fees based on the following schedule:

Prior to Mar 11, 2016 = \$50 fee

Mar 12, 2016 – 45 days prior to departure = \$150 fee

45 days prior to departure = NO REFUND

2015-2016 TOUR PARTICIPANT AGREEMENT FOR ADVENTURES AMERICA, USA STUDENT TRAVEL – IMPORTANT TERMS AND CONDITIONS OF CONTRACT – READ CAREFULLY

This Agreement sets forth the terms and conditions under which Adventures America, USA Student Travel, 5800 Robert J. Mathews Parkway, El Dorado Hills, CA 95762, and Lakeland Tours, LLC d/b/a WorldStrides agrees to provide scheduled airline, motor coach and other components of the tour.

\$1 RESPONSIBILITY: Neither Adventures America, USA Student Travel, WorldStrides, nor WorldStrides employees, affiliates, officers, directors, successors, agents, and assigns (collectively "AA, USA") owns or operates any person or entity which is to or does provide goods or services for your trip including, for example, accommodations, air, land, rail, water or other transportation, food services, local guides, etc. As a result, AA, USA will not be responsible for personal injury or property damage caused by the supplier of these services, and if these services and components are prevented, restricted or interfered with by reason of events or causes beyond USA's control, including, without limitation, acts of civil or military authorities, by reason of statute, rule, or local law, action of federal, state or local government or agency, acts of public enemy, acts of terrorism, criminal activity, war, riot, embargoes, civil commotion, insurrection, strike or labor unrest, acts of God, attacks by animals, sicknesses caused by insect bites, severe weather and climatic conditions, storm, flood, fire, earthquake, power or communication line failure, mechanical or structural failures or difficulties, diseases, sickness, food poisoning, unsafe sanitary conditions, quarantine, accident or illness, acts or omissions of carriers including but not limited to breach of contract, failure to comply with any laws such as the Americans with Disabilities Act ("ADA"), cancellation, delay or overbooking, acts or omissions of other providers such as hotels, local ground handlers, entertainers or sightseeing services or restaurants including but not limited to breach of contract, failure to comply with any laws such as the ADA, cancellation, delay or overbooking, or travel participant negligence. AA, USA cannot assume and is not to be held responsible for any claims, losses, damages (direct, indirect, consequential or incidental), costs, or expenses including, without limitation, injury, accident or death, inconvenience, loss of enjoyment, loss of pay, upset, disappointments, distress, or frustration, whether physical or mental, arising out of or in connection therewith. Participant assumes complete and full responsibility for, and hereby releases AA, USA from, any duty of checking and verifying any and all safety and security conditions of the destination during the length of the proposed travel. AA, USA recommends that you visit the websites of the Department of Transportation (www.dot.gov), the Federal Aviation Administration (www.faa.gov) and the Transportation Security Administration (www.tsa.gov) for current news and releases regarding public travel.

AA, USA reserves the right to make changes in the published itinerary whenever, in its judgment, conditions warrant, or if it deems it necessary for the comfort, convenience, or safety of the trip. AA, USA reserves the right to decline to accept any person as a member of the trip, or to require any participant to withdraw from the trip if, at any time, such action is determined to be in the best interest of the health, safety and welfare of the trip, group or of the individual participant. Under such circumstances, no refund will be given. Baggage and personal effects are solely the responsibility of the owner.

\$2 RESERVATIONS AND PAYMENTS: A non-refundable deposit (as noted on reverse) per passenger and a completed and signed Registration Form are required to secure a reservation no later than the first deposit date (as noted on reverse). Complete payment is due 75 days prior to trip departure. If a space is not available when your reservation is received, we will retain your payment and place your name on a waiting list until space becomes available or you request a full refund. Students will have priority over parent/adult travelers. If the trip capacity is reached, adults will be the first to be put on the waiting list, students second. If there is a cancellation, a Student on the waiting list will be added in the canceled slot prior to an Adult. If there is no additional space to add you, you will receive a full refund. There is a \$100 per-person fee for changing your reservation, if permitted, once deposit has been received by USA. Checks, money orders, cashier's checks, E-Check, American Express, MasterCard, Discover Card, Visa and money wire may be used for deposits and payments up to 75 days prior to departure so long as there is still space available. Reservations received after the final payment date, must pay in full, plus a \$50 late fee and any additional air or hotel costs. Late registrations will be confirmed on a space available basis. Once your deposit is received, you will be sent a confirmation billing statement that includes your Traveler ID Number. This number should be written on all payments. Credit Card payments may also be made online at www.usastudenttravel.com. Credit card charges will appear as WorldSpan Travel Group on your credit card statement. When you the client provide a check as payment, you authorize us the company either to use information from your check to make a one-time electronic fund transfer from your account in the amount noted or to process the payment as a check transaction. For inquiries, please call the corporate office at 816-893-5805.

\$3 MANDATORY PAYMENT: Participants (confirmed or waitlisted) will receive a monthly invoice and are required to make a minimum MANDATORY payment of \$100.00/month towards the price of the travel package. Failure to make your monthly payments may result in your status changing from Confirmed to Pending with cancellation penalties still active FINAL PAYMENT must be received in our office 75 days prior to trip departure. If payment is not received by the final payment date, you may be cancelled. There will be a \$35 service charge for returned checks and a \$10 service charge for declined credit cards.

\$4 PRICES: The price of this travel package is set forth in your invoice based on airfares and rates in effect at the time of booking. Airfares and rates are subject to change. Price increases could include, but not be limited to, an increase in the price of the seat or for carriage of passenger baggage, an increase in applicable fuel surcharge or government-imposed taxes or fees, or an increase for not meeting minimum group requirements, change of date of trip, and other unforeseeable fees. We will notify you in writing if these fees change and or prices increase. You hereby provide your written consent to the potential for such increase(s). Student prices are based on quad or quint occupancy (4 or 5 in a room), unless otherwise specified. "IMPORTANT" You and your group coordinator are responsible for choosing roommates 60 days prior to departure. AA, USA DOES NOT assign student roommates. Males and females must be separated. Once final rooming is completed and your student is not in a quad room, AA, USA reserves the right to bill you for the double (2) or single (1) occupancy price stated in your package. Adult travelers will be roomed double occupancy or if requested or

single occupancy and will be charged the applicable occupancy cost. If no roommate is available, adult travelers will be assigned single occupancy and billed at the higher single occupancy rate. Students room with students and adults room with adults. The price of the program is based on a minimum number of paid participants per motor coach. Minimums not being met could result in additional charges, changes to the itinerary or combining with another group at USA's discretion. For additional information on airline baggage fees, please go to www.usastudenttravel.com and click on Traveler Resources.

\$5 CANCELLATION AND REFUND: If you cancel your reservation, your right to refund is limited, as set forth below. This policy applies only to those registered participants who have not purchased the Full Refund Program (FRP) as discussed below. Cancellation by AA, USA pursuant to §15 of this Agreement are also subject to the following cancellation policy. All cancellations and requests for refunds, if applicable, must be submitted in writing and mailed or faxed to USA's office. NO REFUNDS WILL BE ISSUED FROM VERBAL COMMUNICATIONS. Cancellations occurring after deposit but before 125 days prior to departure will result in loss of the non-refundable deposit, and any additional airline, hotel, minimum, activity or motor coach fees (if any). Cancellations received on or between 125 days prior to departure and 45 days prior to departure are assessed a \$250 cancellation fee plus any additional airline, hotel, minimum, activity or motor coach fees (if any). Cancellations received within 45 days of departure will receive no refund. The actual fee depends on the date cancellation is received by USA. Once cancelled, there will be a \$30 reinstatement fee, plus any additional airline/hotel fees, and only on a space available basis. Upon cancellation of the transportation or travel services where you, the customer, are not at fault and have not cancelled in violation of the terms and conditions of the contract for transportation or travel services, all sums paid to AA, USA for services not received by you will be promptly refunded by AA, USA to you within 14 days after the cancellation, unless you otherwise advise AA, USA in writing, after cancellation. The rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law. However, we offer refunds under this contract with the express understanding that receipt of that refund by a passenger waives any additional remedies.

\$6 FULL REFUND PROGRAM (FRP) Benefits: The Full Refund Program protects your payments and provides a refund minus the FRP fee if you, the Program Leader, school, or school's administration need to cancel in writing at any time prior to departure for any reason. The program also protects against loss of employment by providing a refund, including the FRP fee, for participants who must cancel and who provide required supporting documentation at least 75 days before departure date. Participation in this program is optional. If elected, the additional fee for the program will be added to the trip price on your invoice. You may enroll in this program by indicating your preference on your registration form or by calling our office and requesting to be added no later than 45 days after registration. The FRP fee is based on the trip price stated on your invoice:
Trip price is \$1,000 to \$499 — FRP fee is \$25
Trip price is \$500 to \$999 — FRP fee is \$49
Trip price is \$1,000 to \$1,999 — FRP fee is \$149
All payments, inclusive of the FRP program fee, if elected, are due as of the final payment due date for your program. If, as of that date, the additional amount for the FRP program along with all other trip payments have not been received in full, your FRP election will be cancelled. In the event that the trip is cancelled as a result of or following acts of force majeure, including, without limitation, acts of God, war (whether declared or not), terrorism, or civil unrest, or in the event of USA's bankruptcy, insolvency, or cessation of business the Full Refund Program will not make refunds. In order to receive a refund through the FRP, participant must cancel in writing with AA, USA prior to the trip departure.

*Please Note: The non-refundable deposit, fees for returned checks, fees for declined credit cards or electronic drafts, or late payments and registration fees and other service fees noted in this agreement, are not refundable.

\$8 JURISDICTION AND VENUE: Any dispute concerning this contract, the Terms & Conditions and/or rules and regulations concerning the trip, the literature concerning the trip and/or the trip itself, shall be resolved solely and exclusively by binding arbitration in Charlottesville, Virginia pursuant to the then existing commercial rules of the American Arbitration Association. In any such arbitration, the substantive (but not procedural) law of the Commonwealth of Virginia shall apply. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. In any such arbitration, the arbitrator may, but is not required to, award attorney's fees to the prevailing party.

\$10 PERSONAL EXPENSES: Tour Price includes only those services specifically stated in the tour package as noted on the trip registration form. Items such as snacks, clothing, room service, telephone calls, purchased activities, tipping, additional or over weight baggage, and other items not specifically mentioned in the tour package are not included and are the participant's responsibility.

\$11 SELLER OF TRAVEL: WorldStrides is registered as a seller of travel services in the states of California #2041618-20, Washington # 601887646, 802 011 744, Florida #ST24541, Iowa TAS68 and Hawaii TARS #5308. WorldStrides, as an Active Member of USTOA, is required to post \$1 million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of WorldStrides' customers in the unlikely event of WorldStrides' bankruptcy, insolvency, or cessation of business. Further, you should understand that the \$1 million posted by WorldStrides may be sufficient to provide only a partial recovery of the advance payments received by WorldStrides. Complete details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by e-mail to information@ustoa.com or by visiting their website at www.ustoa.com.

\$12 TRAVEL DATES/LIGHT CHANGES/DELAYS-Air flight groups only: AA, USA strives to keep your original travel dates. However, AA, USA reserves the right to change the date of departure due to heavy demand and flight availability by no more than five business days from the original date. Participant acknowledges that these changes are not grounds for cancellation without penalty. Flight times are not guaranteed and may affect actual length of time in destinations. Any flight information provided prior to departure is considered tentative and is subject to change in accordance with this agreement. Flight delays/cancellations are unfortunate but are an inherent risk in air travel and beyond the control and responsibility of AA, USA. AA, USA will work with the airline to attempt to re-accommodate the group. Deviations are not available on group air travel. Participants who deviate from any part of the tour are required to sign a Waiver of Liability Form.

\$13 PARTICIPANT RESPONSIBILITY: You are responsible for your actions and well-being on the entire tour, beginning and ending with air flights. There are inherent risks (injury/health) in participant travel and events and you fully accept responsibility for those risks. Inappropriate behavior can be cause for eviction from the program and to be sent home at your expense. Please check travel advisory boards for your particular destination. No refunds will be made for any unused portion of a trip. AA, USA has staff to answer questions regarding the program. HOWEVER, AA, USA STAFF ARE NOT CHAPERONES. Chaperones and chaperone responsibilities are provided by the travel group and not USA. All reasonable travel documents will be provided prior to departure. AA, USA cannot be responsible for lost or misdirected mail. Changes and updates in your address and phone number should be submitted in writing or online at www.usastudenttravel.com.

\$14 SCHOOL SPONSORED/NOT-SCHOOL SPONSORED: Please check the itinerary to understand whether your trip is a school sponsored or non-school sponsored program. In most cases, AA, USA Student Travel is the sponsoring organization. All school behavior rules and dress code apply whether or not school-sponsored. For the safety, well-being and/or enjoyment of the participants, AA, USA has discretion to exclude from travel participation students with a history or background of behavior issues including but not limited to physical or verbal assaults/fighting/forms of intimidation/bullying.

\$15 NO LIMITATIONS THAT WOULD IMPEDE GROUP TRAVEL: DISABLED STUDENTS OR STUDENT WITH SPECIAL NEEDS: Please keep in mind that when traveling as part of a group, the ability to timely and safely depart and arrive is essential. By execution of this Agreement, you represent that the student has no limitations that will impede the travel plans of the group, including but not limited to, behavior issues. If the student has a disability or other limitation that can be reasonably accommodated, the parent/guardian must notify us at the time of reservation but no later than one week prior to final payment date of the limitation, and identify the reasonable accommodation requested. Upon written request, information will be provided to you regarding accessibility to various facilities. AA, USA does not control the disabled accessibility of any portion of the travel package. AA, USA will attempt to work with vendors and the student to attempt to make reasonable accommodation for the student. Assistance with respect to personal care matters, which may include, but is not limited to: handling of medical (i.e. payment for various sundry items), cognizance of distance, location and time; hygiene; feedings; administration of medication; and similar matters, do not constitute reasonable accommodations, and we may require as to the limitations of a student with respect to such personal care matters, and the student must provide and be accompanied by an attendant for such personal care matters. All costs in connection with an attendant shall be the responsibility of the parent/guardian.

If the student has a medical condition that causes reasonable doubt that the student can complete the flight or tour safely, a medical certificate (a written statement from the student's physician stating that the student is capable of completing the flight or tour safely without requiring extraordinary medical assistance during the flight or tour) may be requested. If a medical certificate is requested and not provided, the student may be prohibited from participating in the trip.

AA, USA is relying on your representation that the student has no limitation that will impede the travel plans of the group. If prior to departure, AA, USA becomes aware of the existence of a previously undisclosed limitation, or that a student's limitation is different or greater than that which was represented to us and such limitation cannot be reasonably accommodated, or has had or has behavior issues that AA, USA determines will impede the well-being, enjoyment and/or safety of participants, AA, USA will cancel the student's trip. See cancellation policy for the amount to be refunded, if any. If at any point during a trip, AA, USA becomes aware of the existence of a previously undisclosed limitation, or that a student's limitation is different or greater than that which was represented to us, and such limitation cannot be reasonably accommodated, or if there is behavior that AA, USA determines impedes the well-being, enjoyment and/or safety of participants, AA, USA is entitled to arrange for the return of the student to his/her original departure city and airport and AA, USA will have no financial responsibility regarding the cost of such return. In such a situation, parent/guardian agrees to timely pick up or arrange for timely pick-up of the student. AA, USA is not responsible for any inconvenience or cost of a delayed or cancelled/rescheduled return flight for such student.

\$16 INFORMATION: Because our travel services are offered in conjunction with the services of other companies such as airlines, hotels and other tour operators, AA, USA may be sharing your personal information with those companies. Please see our privacy practices at www.usastudenttravel.com/privacy/ for further information regarding the type, use, and disclosure of your information. You acknowledge and agree to our practices, including as may be amended and updated. AA, USA may capture the trip on film and digital images and use photos, videos and digital images for its marketing materials. AA, USA appreciates your participation in our photos, videos, and evaluations, and AA, USA reserves the right to use these to advertise tours and participant does not expect any compensation.

\$17 ENTIRE AGREEMENT: The terms of this agreement shall serve as a complete release and express assumption of risk for the undersigned trip participant, his or her parent(s)/legal guardians(s), heirs, assignees, administrators, executors and all members of his/her family. We have read and fully understand the provisions and legal consequences of this voluntary release/assumption of risk, and I/we hereby agree to all of its conditions.

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

November 12, 2015

AGENDA ITEM TITLE: Gold Star Foods – Open Purchase Order

AGENDA SECTION: Action

PRESENTED BY: Bill Morones, Superintendent

SUMMARY:

The attached purchase order request is for an open Purchase Order for \$25,000 for the next couple of months for purchase of food and commodities from Gold Star. This cost will be offset as credits from Chartwells on their monthly billing.

FISCAL IMPACT: Not To Exceed \$25,000

BUDGET CATEGORY: Cafeteria Fund

RECOMMENDED ACTION: Approve

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

November 12, 2015

AGENDA ITEM TITLE: Adult Education Regional Consortium District Representative

AGENDA SECTION: Action

PRESENTED BY: Bill Morones, Superintendent

SUMMARY:

AB 104 requires that member institutions of the Adult Education Regional Consortia be represented by an official designated by the Gustine USD Governing Board. We would like the Board to approve Denise Rivera-Pantoja to serve as the official District Representative on the Merced Regional Adult Education Consortium.

Mrs. Rivera-Pantoja has been an active participant in the AB 86 planning process and currently serves as the consortium member for the District. She is also the Adult Education teacher for the District.

FISCAL IMPACT: None

BUDGET CATEGORY: None

RECOMMENDED ACTION: Approve

Gustine Unified School District, Gustine Adult School

BACKGROUND INFORMATION

The 2013-2014 State Budget appropriated \$25 million to be provided to eligible local consortia for the purpose of developing regional plans for adult education. Assembly Bill 86 (AB 86) outlines expectations for consortium development as well as planning and implementation requirements to establish the Adult Education Consortium Program. The intent of AB 86 is to expand and improve the provision of adult education – via these consortia– with incremental investments starting with the 2015-16 fiscal year. Eligible consortia consist of at least one community college district and at least one school district within the boundaries of the community college district, and could include other providers of adult education services within the geographic boundaries.

To transition from planning to implementation, the 2015-2016 State Budget includes a \$500 million Adult Education Block Grant (AEBG) to be allocated to eligible consortia for the purposes of implementing the regional plans for adult education. AB 104 authorizes any school district, county office of education or community college district to become a member of the regional adult education consortia. AB 104 also establishes guidelines for consortia to receive and distribute AEBG funding and further delineates governance structure requirements and the responsibilities for the participating educational agencies.

AB 104 requires that member institutions of the adult education regional consortia shall be represented in decision making processes by an official designated by their respective governing boards. To ensure that ***Gustine Unified School District| Gustine Adult School*** has a full voice in the Merced Regional Adult Education Consortium, it is necessary for the board of trustees to designate a representative. ***Denise Rivera-Pantoja***, has been an active participant in the AB 86 planning process and presently serves as the consortium member.

RECOMMENDATION

It is recommended that the Board of Trustees approve ***Denise Rivera-Pantoja*** to serve as the official District Representative on the Merced Regional Adult Education Consortium.

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

November 12, 2015

AGENDA ITEM TITLE: Supplemental Educational Services (SES) Contracts

AGENDA SECTION: Action

PRESENTED BY: Kim Medeiros

SUMMARY: As part of the Title I Grant, Gustine Unified School District receives funds that must be held in reserve for Supplemental Educational Services (SES) tutoring for students enrolled in Program Improvement schools. There is funding for 130 students in grades K-8. If a student is eligible for the SES tutoring, the parents/guardians may choose from a state list of providers. Two providers have been chosen to provide services for GUSD students, **Ace it! Tutoring Powered by Sylvan Learning** and **#1 Academia de Servicio de Tutoria/#1 Achieve Academic Excellence**.

FISCAL IMPACT: Up to 20% Required Title I Set-aside, \$133,869 based on current preliminary Title I Entitlement

BUDGET CATEGORY: Title I

RECOMMENDED ACTION: Approve

**GUSTINE UNIFIED SCHOOL DISTRICT
CATEGORICAL PROGRAMS**

MASTER CONTRACT

TITLE I – SUPPLEMENTAL SERVICE PROVIDERS

THIS MASTER CONTRACT (“Contract”) is made and entered into on October 12, 2015, between the **Gustine Unified School District** (hereinafter referred to as “LEA” [local educational agency] or “District”), a public school district duly operating under the laws of the state of California, and **Ace it! Tutoring Powered by Sylvan Learning, 1101 Standiford Ave., Suite C-1, Modesto, CA, 209-491-5408**, the supplementary service provider (hereinafter referred to as “PROVIDER”) for the purpose of providing supplementary services to eligible LEA students. “Eligible students” are those students identified by the District who meet specific requirements under Title I.

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

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S. C. Section 6316(e) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e)(3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student’s progress will be measured, and a timetable for improving achievement and, in the case of a student with disabilities, is consistent with the student’s Individualized Education Plan (IEP);
- b. Requires a description of how the student’s parents and teacher (or teachers) will be regularly informed of the student’s progress;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to the making of payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identify of any student eligible for, or receiving supplemental services without the written permission of the parent/guardian of such student;

WHEREAS, PROVIDER has been approved by the California Department of Education and has met the qualifications to be certified as a supplementary service provider; and

WHEREAS, PROVIDER, is willing to provide such services to LEA’s eligible students if selected by the parents/guardians of eligible students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

An Individual Supplementary Services Agreement (ISSA) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parent/guardians may request a review of a student's ISSA.

PROVIDER shall not unilaterally terminate any ISSA. Provider shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in writing and signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount, which is expected to be approximately **\$1028.18** per student. The specific amount will be established pending final notification from the State. PROVIDERS shall receive fees only for sessions in which student attends.

2. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

3. Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to LEA and/or the parents/guardians of LEA's student. PROVIDER shall not forward to any other person other than parents/guardians of LEA any student record without the written consent of the parent/guardian or LEA. Upon completion or termination of the ISSA or termination of this Contract, PROVIDER shall turn over to LEA all student records including assessments, progress reports, samples of student work, and end of year student report reflecting percentage of objectives met by the student to LEA and parents/guardians of LEA's eligible students to whom PROVIDER has provided services under this Contract.

4. Access by LEA

PROVIDER shall notify LEA of the location and/or change in location at which it is providing services to LEA's eligible students. It shall allow access to its facilities for periodic monitoring of each student's instructional program by LEA and shall be invited to participate in the review of each student's progress by LEA. LEA representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

5. Fingerprints/TB Clearance

In accordance with Education Code *S* 45125.1, PROVIDER shall conduct a criminal background check of its employees and, upon receipt of those checks, certify to the LEA that no employee of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. (See attached form.) PROVIDER shall supply LEA with a list of names of those employees who are cleared to work with students of the LEA. A fingerprint certification form will be submitted with monthly invoices and attendance registers. Additionally all providers will be required to submit a TB clearance for those employed and/or subcontractors who will be working with students.

6. Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

It is the responsibility of the PROVIDER to insure that all of its employees are informed of all provisions as outlined in this contract prior to working with families/students.

7. Conflict of Interest:

PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA.

8. Accident/Incident Report

PROVIDER agrees to submit a written accident report to LEA within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

9. Discrimination

PROVIDER shall not discriminate on the basis of race, color, religion, sex, national origin, age, ancestry, ethnicity, gender, sexual orientation, sexual preference or physical or mental disability in employment or operation of its programs.

10. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code *S* 49370 and California Penal Code *S* 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile and mail, within twenty-four (24) hours of an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children involving LEA students under PROVIDER's supervision.

11. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures.

12. Inspection and Audit

PROVIDER shall provide access to records or reports, or other matter relating to the Contact, upon request LEA. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit. Records that no longer need to be retained must be shredded/destroyed in a manner that maintains confidentiality.

13. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, and agents or employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement. The LEA shall not be liable for acts of the student's parent/guardian, family members, etc.

14. Insurance

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall, at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

15. Monthly Invoices

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual numbers of hours for which services were provided, including attendance verification logs signed by parent/guardian or computer log-in records. Such invoices with amount due shall be submitted within (30) days of the rendering services. LEA shall process payments to the PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 18, below.

16. Record of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. Parent shall receive a copy of the monthly attendance log.

17. Student Assessment

PROVIDER shall pre-assess each student within the first three tutoring sessions and provide a copy of the results to the LEA and parents within 15 days of the assessment date. A post-assessment will be given at or prior to the last tutoring session and provide a copy of the results to the LEA and parents within 15 days of the assessment date.

18. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provisions herein.

19. Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

20. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted to the Superintendent of Educational Services of the Chatom Union School District. The determination of the LEA Assistant Superintendent of Educational Services shall be made in writing and shall be binding on both parties.

21. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

22. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's.
- b. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- c. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- d. An Individual Supplementary Service Agreement may be terminated by PROVIDER only upon consent of the LEA.
- e. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.

23. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws, ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement, including, but not limited to, certification by the California Department of Education.

24. Entire Agreement

This Contract constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

25. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Stanislaus County, California.

26. Severability Clause

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect, to the extent that the intent of the parties can be fulfilled.

27. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA:

Gustine Unified School District
1500 Meredith Ave.
Gustine, CA 95322

For PROVIDER:

Annette Schroen
Ace it! Tutoring Powered by Sylvan Learning
1101 Standiford Avenue, Suite C-1
Modesto, CA 95350

28. Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective October 12, 2015, and terminated at 5:00 p.m. on June 1, 2016, unless sooner terminated as provided herein.

PROVIDER

Gustine Unified School District:

BY: _____

Annette Schroen, Director
Ace it! Tutoring Powered by Sylvan Learning

Gustine Unified School District

Fed ID# 94-3039105

**Gustine Unified School District
1500 Meredith Avenue
Gustine, CA 95322**

Master Contract

Title I — Supplementary Service Providers

THIS MASTER CONTRACT ("Contract") is made and entered into on October 22, 2015 between Gustine Unified School District (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district operating under the laws of the state of California, and the supplementary service provider (#1 Academia de Servicio de Tutoria, located at: 2550 Corporate Place, C108, Monterey Park, CA, 91754), referred to as ("PROVIDER") for the purpose of providing supplementary services to LEA students. "Eligible students" are those students identified by the district who meet specific requirements under Title I.

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

WHEREAS, the LEA is in need of such special services and advice;

WHEREAS, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

WHEREAS, the No Child Left Behind Act, 20 U.S.C. section 6316(e) outlines the requirements for supplemental educational services;

WHEREAS, Section 6316(e) (3) contains the following requirements:

- a. Requires the LEA to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for a student, how a student's progress will be measured, and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP [Individualized Education Program];
- b. Requires a description of how a student's parents and teacher or teachers will be regularly informed of the student's progress;
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;
- d. Requires provisions with respect to making payment to the provider by the LEA;
- e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving supplemental services without the written permission of the parent of such student.

WHEREAS, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. Individual Supplementary Services Agreements

LEA shall develop an Individual Supplementary Services Agreement (ISSA) in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's ISSA may only be

made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's ISSA.

PROVIDER shall not unilaterally terminate any ISSA. PROVIDER shall obtain written authorization from LEA before terminating any ISSA.

Parents/guardians shall not be charged for any services rendered under the ISSA unless such services and charges are clearly identified in writing and agreed upon in advance in writing signed by the parents/guardians. In no event shall the agreed upon charges obligate the LEA financially, nor shall the LEA incur any obligation or expense in excess of the state/federal reimbursement amount.

2. Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent approved by LEA.

3. Student Records

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to LEA and/or the parents/guardians of LEA's student. PROVIDER shall not forward to any other person other than parents/guardians or LEA any student record without the written consent of the parent/guardian or LEA. Upon completion or termination of the ISSA or termination of this Contract, PROVIDER shall turn over to LEA all student records for LEA's eligible students to whom PROVIDER has provided services under this contract.

4. Access by LEA

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow access to its facilities for periodic monitoring of each student's instructional program by LEA and shall be invited to participate in the review of each student's progress by LEA. LEA representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

5. Health and Safety

In accordance with Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and, upon receipt of these checks, certify to the LEA that no employee of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. Employees must have both FBI and DOJ fingerprint clearance (AB 346). PROVIDER shall supply LEA with a list of names of those employees who are cleared to work with students of the LEA. A fingerprint certification form shall be submitted for each of those employees who are cleared to work with students of the LEA. Please provide an employee list of fingerprint and tuberculosis clearance to the director of SES.

6. Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER will provide services under this agreement as an independent contractor and not as an employee of the LEA. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.

7. Conflict of Interest

PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA.

8. Accident/Incident Report

PROVIDER agrees to submit a written accident report to LEA within three (3) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

9. Discrimination

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

10. Child Abuse Reporting

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

11. Supplies, Equipment and Facilities

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures.

12. Inspection and Audit

PROVIDER shall provide access to records or reports, or other matter relating to the Contract, upon request by LEA. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit.

13. Indemnification

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, directors, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with services it is to provide under this Agreement, resulting from the negligence or intentional acts of provider, its agents or employees in connection with the discharge of its responsibilities and obligations hereunder.

It is understood and agreed that such indemnity shall survive the termination of this agreement.

14. Insurance

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance. A copy of proof of such insurance shall be provided to LEA.

15. Monthly Invoices

PROVIDER shall submit to LEA monthly invoices itemized by name of student, service provided and actual number of hours for which services were provided, and amount owed. Such invoices shall be submitted within thirty (30) days of rendering of services. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices. *Final invoice due by May 22, 2016.*

Provider hourly rate per student: \$ 60.00 *not to exceed \$1028.18 total per student for the school year 2015-2016.*

16. Records of Attendance

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service and student sign in sheets. PROVIDER shall permit access to and/or a copy of such records to LEA upon request.

17. Records of Student Learning Plans & Progress Reports

PROVIDER shall maintain and submit to the District monthly lesson plans and progress reports, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service and student sign in sheets. PROVIDER shall permit access to and/or a copy of such records to LEA upon request. (See Addendum "A," attached).

18. Right to Withhold

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

If LEA gives notice of intent to withhold, provider shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

19. Modifications and Amendments:

This contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

20. Disputes

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted to the Assistant Superintendent of Curriculum and Instruction of the Gustine Unified School District. The determination of the LEA Assistant Superintendent shall be made in writing.

21. Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all the terms of this Contract, including the insurance and indemnification provisions.

22. Termination

- a. This agreement may be terminated by LEA or PROVIDER at any time. PROVIDER's exercise of its right to terminate this contract shall not alleviate its responsibilities to complete any existing ISSA's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- b. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- c. An Individual Supplementary Services Agreement may be terminated by PROVIDER only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.

23. Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws, ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

24. Entire Agreement

This Contract constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

25. Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Merced County, California.

26. Severability Clause

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

27. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

FOR DISTRICT:

Gustine Unified School District
1500 Meredith Avenue
Gustine, CA 95322

FOR PROVIDER:

#1 Academia de Servicio de Tutoria
2550 Corporate Place, C108
Monterey Park, CA 91754

28. Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This Agreement shall become effective from the date this Agreement is approved by the District's governing board, *and terminates at 5:00 p.m. on May 31, 2016, unless sooner terminated as provided herein.*

PROVIDER



Mario Flores | National Program Coordinator
Authorized Representative
#1 Academia de Servicio de Tutoria
(SES Provider)

Date: November 3, 2015

GUSTINE UNIFIED SCHOOL DISTRICT

Superintendent

Date: _____

00144-00005/692898.1

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Syntelesys Educational Services Inc.

2 Business name/disregarded entity name, if different from above

DBA: #1 Academia de Servicio de Tutoria

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

2550 Corporate Place Suite C108

Requester's name and address (optional)

6 City, state, and ZIP code

Monterey Park, CA 91754

Gustine Unified School District

1500 Meredith Avenue

Gustine, CA 95322

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

2	7	-	1	3	3	2	5	2	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶ 11/4/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Policy Number:

Date Entered: 11/03/2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	JOANNE LINDSEY INSURANCE SERVICES CMIS, Inc. 26893 BOUQUET CANYON ROAD, SUITE C197 SANTA CLARITA, CA 91350	CONTACT NAME: PHONE (A/C No. Ext): (800) 244-9202 FAX (A/C No.): (661) 297-1437 E-MAIL ADDRESS: lindseyinsbrkr@socal.rr.com
INSURED	Syntelesys Educational Services Inc. #1 Academia De Servicio De Tutoria And #1Educando con Tablet, #1 Academic 2550 CORPORATE PLACE, STE. C108 MONTEREY PARK, CA 91754	INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA INDEMNITY INSURANCE COMPANY INSURER B: STATE COMPENSATION FUND INSURER C: PHILADELPHIA INDEMNITY INSURANCE COMPANY INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	PHPK1385264	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	PHPK1385264	9/1/2015	9/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	PHUB430642	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A		9/1/2015	9/1/2016	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY	<input checked="" type="checkbox"/>	PHPK1385264	09/01/2013	09/01/2014	\$1,000,000 \$3,000,000
A	ABUSE & MOLESTATION	<input checked="" type="checkbox"/>	PHPK1385264	09/01/2013	09/01/2014	\$1,000,000 \$1,000,000
A	CRIME BOND	<input checked="" type="checkbox"/>	PHPK1385264	09/01/2013	09/01/2014	\$1,000,000 \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(30) calendar day written notice before cancellation or material change.

Certificate Holder is named as an additional insured (See endorsement attached)

CERTIFICATE HOLDER

CANCELLATION

GUSTINE UNIFIED SCHOOL DISTRICT
1500 MEREDITH AVENUE
GUSTINE, CA 95322

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JOANNE LINDSEY

Policy Number: PHPK1385264

General Liability

SYNTELESYS EDUCATIONAL SERVICES, INC., ACADEMIC TUTORING
SERVICE, #1 ACADEMIA DE SERVICIO DE TUTUORIA, EDUCANDO CON TABLETAS
#1 ACHIEVE ACADEMIC EXCELLENCE

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

GUSTINE UNIFIED SCHOOL DISTRICT
1500 MEREDITH AVENUE
GUSTINE, CA 95322

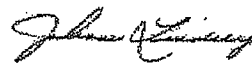
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to include as an insured the person or organization shown in the schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts or omissions arising from occurrence directly caused by and while in the course of the Named Insured's ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named
X Insured's sole negligence.
---- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in the
the event of the Named Insured's sole negligence.
X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that
the named Insured has agreed and/or is required by contract to name as an additional insured, per
schedule on file with Company.

Additional Premium \$ Incl. _____.



11/4/2015
Authorized Representative Date
JoAnne Lindsey

Includes copyrighted material of Insurance Services Offices, Inc., with its permission
Copyright, Insurance Services, Office, Inc. 1998

GLS-210a (4-99)