

**BOARD OF EDUCATION SPECIAL BOARD MEETING
GUSTINE UNIFIED SCHOOL DISTRICT
1500 MEREDITH AVENUE
GUSTINE, CA 95322
WEDNESDAY, JULY 26, 2017
6:00 P.M.**

I. CALL TO ORDER – 6:00 p.m.

A. Public Comment

The public may comment on any closed session agenda item.

B. Roll Call

Mrs. Crickett Brinkman, President
Mr. Kevin Cordeiro, Board Member
Mrs. Pat Rocha, Board Member
Mrs. Loretta Rose, Board Member
Trustee Area #5 - Vacant

II. CLOSED SESSION – 6:00 p.m.

A. Public Employee Appointment – Acting Superintendent

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

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

1. Borrelli Property

III. RECONVENE TO OPEN SESSION – MEETING WILL BE RECORDED – 7:00 p.m.

A. Pledge of Allegiance

B. Report from Closed Session

C. 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. 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. Hanna, Siobhan – Resignation, Director of Special Education, GUSD
2. Venegas, Victoria – Resignation, Instructional Aide (1:1), GMS
3. Landeros, Jasmin – Resignation, Instructional Aide (1:1), GHS
4. Luna, Hugo – Resignation, Accounts Payable/Business Specialist, GUSD

5. Cano, Adam – Hire ASB Adviser, GHS
6. Bettencourt, Manuel – Hire Yearbook Adviser, GHS
7. Thaxter, Katherine – Hire 8th Grade Science Teacher, GMS

B. Minutes

1. None

C. Yearly Renewals and Contracts

1. Flexible Spending Account Record Keeping Agreement & Trust Subscription Agreement (Contract)
2. Principal Life Insurance Company Employer Group Insurance Agreement (Contract)
3. Atkinson, Andelson, Loya, Ruud & Romo Agreement for Special Services (Renewal)
4. Lozano Smith Attorneys at Law Agreement for Legal Services (Renewal)
5. Central Valley Education Coalition for 2017-18 with MCOE (Renewal)
6. School Services of California Agreement for Special Services (Renewal)

D. Donations

1. A Picker's Paradise - \$300.00 to GHS Football Team
2. Stevinson, James - \$400.00 to GHS Football Team
3. Gustine Pizza Factory - \$300.00 to GHS Football Team
4. Lemas, Tom & Christine - \$50.00 to GHS Football Team

V. INFORMATION

A. Life Insurance – Board Members

VI. 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).

VII. ACTION

A. Section 125 Flexible Fringe Benefits Plan Resolution No 2017-18-01

It is recommended that the Board of Education approve Section 125 Flexible Fringe Benefits Plan Resolution No 2017-18-01.

B. MOU Between Merced County District Attorney's Office, The Merced County Superintendent of Schools, and All Merced County School Districts

Recommendations:

It is recommended that the Board of Education approve the MOU Between Merced County District Attorney's Office, The Merced County Superintendent of Schools, and All Merced County School Districts.

C. Invoice 05-1525-17 - Karen Pivirotto, Med, PPS/SP, LEP#3409

It is recommended that the Board of Education approve Invoice 05-1525-17 - Karen Pivirotto, Med, PPS/SP, LEP#3409.

VIII. ADVANCED PLANNING

- A. Lifetouch pictures for Board Members, August 9, 2017 @ 9:00 am – 12:00 noon.
- B. Regular Board Meeting, August 9, 2017, 6:00 p.m.
- C. Workshop with Board Measure P Sub Committee and Board (no date scheduled yet)

IX. ADJOURNMENT TO CLOSED SESSION (If needed)

X. RECONVENE TO OPEN SESSION

XI. REPORT FROM CLOSED SESSION

XII. ADJOURNMENT

CONSENT AGENDA

YEARLY CONTRACT RENEWALS

Gustine Unified School District
EMPLOYER

**FLEXIBLE SPENDING ACCOUNT
RECORDKEEPING AGREEMENT**

ARTICLE VII EXCEPTION TO ELECTION CHANGES

7.01 Exception to Election Changes

ARTICLE VIII COMPLIANCE WITH HIPAA REQUIREMENTS AS A
BUSINESS ASSOCIATE OF THE EMPLOYER

- 8.01 Recordkeeper as Business Associate
- 8.02 Definitions
- 8.03 Use and Disclosure
- 8.04 Further Limitations or Restrictions
- 8.05 Use for Management and Administration
- 8.06 Other Services
- 8.07 Safeguards
- 8.08 Assignment
- 8.09 Standard Transactions
- 8.10 Available Copies
- 8.11 Amendment of PHI
- 8.12 Accounting
- 8.13 Breach of Obligations
- 8.14 Return of PHI
- 8.15 Compliance by Employer
- 8.16 Amendments to HIPAA
- 8.17 Effective Date
- 8.18 ARRA Compliance
- 8.19 Compliance with Breach Notification Rule

ARTICLE IX MISCELLANEOUS

- 9.01 Action by the Employer
- 9.02 Notices
- 9.03 Applicable Law
- 9.04 Amendment
- 9.05 Titles
- 9.06 Severability
- 9.07 Controlling Agreement

Employer has either (a) applied for coverage under the Policy and the Trust Subscription Agreement, as required by the Recordkeeper, has been submitted to the Recordkeeper (See Article VII for limitations of election), (b) not applied for the Policy and will assume the uniform coverage risk for the medical expense reimbursement and has signed and submitted a Flexible Spending Account Agreement, or (c) has not submitted any signed Agreement because the Plan either does not include medical expense reimbursement and only includes dependent daycare reimbursement.

1.10 "Recordkeeper" shall mean American Fidelity Assurance Company as duly appointed by the Employer pursuant to the terms of the Plan.

ARTICLE II

POWERS AND DUTIES OF THE RECORDKEEPER

2.01 Recordkeeper. The Recordkeeper shall provide the recordkeeping and other ministerial services as the Recordkeeper appointed by the Employer as such under the terms of the Plan. The duties of the Recordkeeper shall be only as provided under this Agreement, the Policy or as otherwise agreed to, in writing, by the Recordkeeper.

2.02 Powers of the Recordkeeper. The Recordkeeper shall have such powers as are necessary for the proper payment of claims for medical expense reimbursement and dependent care expense reimbursement benefits under the Plan, including, but not limited to, the following:

(a) To prescribe procedures to be followed by Participants in filing applications for benefits under the Plan and for furnishing evidence necessary to establish their rights to benefits under the Plan;

(b) To apply the provisions of the Plan (including the provision allowing no election changes by participants for the medical expense reimbursement account during the plan year unless otherwise agreed to in writing by the Employer and the Recordkeeper) as interpreted by the Plan Administrator in determining the rights of any Participant who applies for benefits under the Plan and to notify any such Participant of any such determination;

(c) To obtain from the Employer, Participants and others information as shall be necessary for proper accounting of expense reimbursement benefit payments made pursuant to the terms of the Plan, the Policy, and the directions of the Plan Administrator; and

(d) To receive from and hold on behalf of the Plan Administrator those sums of monies in the Account as determined by the Plan Administrator which (i) represent contributions made under the Plan (by Participants or the Employer) and (ii) will be held and administered in accordance with the Plan, the Policy and this Agreement to pay benefits (or to be returned to the Employer).

(a) Deliver to the Recordkeeper all contributions (both by Participants and the Employer) received by the Employer under the Plan;

(b) Provide any and all cost, claims, contribution and participation information in the format and frequency that the Recordkeeper determines is necessary to perform its recordkeeping duties;

(c) Interpret the Plan and provide written directions to the Recordkeeper concerning (i) the proper interpretation of the terms of the Plan or any expense reimbursement provision thereunder and (ii) payment of benefits; and

(d) Complete and file an annual 5500 report, if necessary.

3.02 Indemnification of Recordkeeper. Notwithstanding any other provision of this Agreement or the Policy, the Employer agrees to indemnify and hold the Recordkeeper harmless from and against any liability, damage, expense (including attorney fees) or cost that it may incur in serving as Recordkeeper under this Agreement, including but not limited to any claim arising from damage experienced by the Employer, the Plan Administrator or a Participant in connection with the adoption or maintenance or administration of the Plan, unless arising from the Recordkeeper's own negligent or willful breach of the provisions of this Agreement.

ARTICLE IV

ESTABLISHMENT OF ACCOUNTS

4.01 Account to Hold Contributions. Pursuant to the Plan and Policy, the Employer is required to collect contributions. The Employer does not desire to retain physical custody of such contributions and has requested that the Recordkeeper hold and administer such contributions as agent of the Employer, for the benefit of the Participants in the Plan. Accordingly, the Employer hereby requests the Recordkeeper to establish the Account for and on behalf of the Employer and the Participants in the Plan. In accordance with the terms and provisions of the Plan, the Employer shall collect and remit to the Recordkeeper all amounts collected by it under the Plan. All amounts received by the Recordkeeper will be credited to the Account which has been established in the name of the Employer by the Recordkeeper. The Employer will deliver all such contributions as soon as reasonably possible following receipt by the Employer in accordance with the terms of the Plan in order that such amounts may be available to pay benefits. No credits for adjustments on previous billings are allowed; any necessary adjustment will be resolved separately from the monthly contributions upon written agreement between Employer and Recordkeeper.

4.02 Account to Remain Property of the Employer. All contributions to the Account (and the Account itself) shall be deemed to be and remain the exclusive property of the Employer until payment of benefits has occurred. The Recordkeeper shall have no proprietary interest in or title to any amounts held in the Account, its duties hereunder being solely to administer the Account for and on behalf of the Employer and the Participants in accordance with the terms and provisions of the Plan and this Agreement. Further, the Account shall in no manner whatsoever be considered as a trust or other similar entity.

FEES FOR SERVICES

6.01 Fees. In consideration of the Recordkeeper performing the services described herein for the Employer, the Employer will pay a fee of \$0 per month for participation in one or both flexible spending accounts for each Participant in the Plan during such month. Payment of all required fees will be made each month during the term of this Agreement following the month in which such services are performed. If the debit card is allowed by the employer in the Medical Expense Reimbursement Account, there will be an additional fee of \$0 per month per participant electing the debit card.

ARTICLE VII

EXCEPTION TO ELECTION CHANGES

7.01 Exception to Election Changes. If the employer applies for the Medical Expense Reimbursement Policy, Participants may not make election changes under said Policy except in the case of termination of employment unless otherwise agreed to in writing by Employer and Recordkeeper, or otherwise stipulated by amendment to this Agreement. This stipulation does not affect election changes under a dependent care account.

ARTICLE VIII

COMPLIANCE WITH HIPAA REQUIREMENTS AS A BUSINESS ASSOCIATE OF THE EMPLOYER

8.01 Recordkeeper as Business Associate. In connection with Recordkeeper's performance of services pursuant to this Agreement, Recordkeeper may create, receive or have access to Protected Health Information ("PHI"). Since HIPAA regulates the use and disclosure of Protected Health Information, Employer and Recordkeeper want to address and ensure in this Article VIII their respective compliance with HIPAA's applicable business associate provisions and requirements in connection with the services performed under this Agreement. Wherever the term "Employer" is used in this Article VIII, it shall mean "Plan Administrator" and "Employer", as those terms are defined in Paragraphs numbered 1.02 and 1.05 of this Agreement.

8.02 Definitions. When used in this Article VIII, the following terms shall have the meanings specified adjacent to them:

- (a) "ARRA" means the American Recovery and Reinvestment Act of 2009.
- (b) "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under 45 C.F.R., Part 164, Part E, which compromises the security or privacy of the PHI.

- (n) "Security Rule" means the regulations set forth at 45 C.F.R. Part 164, subpart C, as hereafter amended, which implement the security requirements set forth in the Administrative Simplification provisions of HIPAA.

8.03 Use and Disclosure. Recordkeeper shall neither use nor disclose PHI except as provided in this Article or permitted under applicable law. Except as otherwise specified in this Article, Recordkeeper may make any and all uses of PHI that are reasonably necessary to perform its undertakings with respect to the services under this Agreement. Neither Employer nor any Plan shall request Recordkeeper to use or disclose PHI in any manner that would violate HIPAA.

8.04 Further Limitations or Restrictions. Recordkeeper shall also comply with all further limitations and restrictions on the privacy or any use or disclosure of PHI agreed by Employer or any Plan in accordance with 45 C.F.R. 164.522 to the extent they may affect Recordkeeper's use or disclosure of PHI provided that Recordkeeper has received prior written notification of those limitations and restrictions from Employer or the applicable Plan. Neither Employer nor any Plan will commit Recordkeeper to any such limitations or restrictions, including, but not limited to, restrictions on the use or disclosure of PHI as provided for or limitations in 45 C.F.R. 164.522, unless those limitations or restrictions are required by applicable Law or, in all other instances, without first obtaining Recordkeeper's written approval, which approval will not be unreasonably withheld or delayed. Employer shall immediately notify Recordkeeper of any changes in, or revocation of, any authorization or consent of any participant or beneficiary under any Plan with respect to the use or disclosure of PHI, to the extent same may affect Recordkeeper.

8.05 Use for Management and Administration. Recordkeeper may use PHI as necessary for the proper management and administration of Recordkeeper or to carry out the legal responsibilities of Recordkeeper. Recordkeeper may disclose PHI as necessary for the proper management and administration of Recordkeeper or to carry out the legal responsibilities of Recordkeeper if (a) the disclosure is required by Law or (b) prior to the disclosure, Recordkeeper obtains a binding written agreement from each Person to whom Recordkeeper will disclose the PHI which provides that such Person will (i) hold the PHI in confidence and use or further disclose the PHI only as required by law or for the lawful purpose for which Recordkeeper disclosed it to the Person, and (ii) notify Recordkeeper of each instance of which the Person becomes aware in which the confidentiality of the PHI is breached and/or a Security Incident occurs.

8.06 Other Services. Recordkeeper may use PHI, as permitted by HIPAA, to provide Data Aggregation services relating to the health care operations of Employer or any Plan as permitted under HIPAA. Recordkeeper may use PHI to report a violation of Law to the Secretary in accordance with HIPAA.

8.07 Safeguards. Recordkeeper will use appropriate, commercially reasonable safeguards to ensure the confidentiality of PHI permitted under this Agreement. Recordkeeper will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that Recordkeeper creates, receives, maintains or transmits on behalf of Employer or any Plan. Recordkeeper shall promptly notify Employer in writing after Recordkeeper has actual knowledge of any use or disclosure of PHI

- (d) Each party will obtain and maintain, at its own expense, its own operating system necessary for timely, complete, accurate, and secure data transmission pursuant to this Agreement. Each party will pay its own costs related to data transmission under this Agreement, including, without limitation, charges for the party's own operating system equipment, software and services, maintaining an electronic mailbox, connection time, terminals, connections, telephones, internet service providers, modems, and applicable minimum use charges, except as otherwise provided in this Agreement or any other agreement between the parties. Each party will be responsible for its own expenses incurred in connection with translating, formatting, and sending or receiving communications over the electronic network to any electronic mailbox of the other party, except as otherwise provided in this Agreement or any other agreement between the parties.
- (e) Each party will provide the other party with all information (including, without limitation, access and security codes) reasonably necessary to allow access to the other party's operating system in order to successfully complete data transmissions and satisfy the transmission and security requirements provided in Agreement. Each party shall test, and cooperate with the other party in testing, each party's operating system to reasonably ensure the accuracy, timeliness, completeness, and confidentiality of each data transmission made in connection with any Plan.
- (f) Each party shall use its reasonable efforts in accordance with prudent business practices to provide uninterrupted access to the operating system of the other party for purposes of electronic transmissions concerning any Plan.
- (g) The parties shall use their good faith efforts to incorporate herein such applicable requirements of HIPAA that are hereafter adopted concerning the privacy, security, standardization or encryption of electronic data transmissions involving any Plan.

8.10 Access. Upon Employer's reasonable written request, Recordkeeper will make available to Employer or, at Employer's direction, to an individual participant in any Plan (or the individual's personal representative) any PHI (in its possession or under its reasonable control) concerning the individual in a Designated Record Set for his or her inspection and obtaining copies for so long as the PHI is so maintained by Recordkeeper. The PHI shall be made available in the format requested by the individual, unless the PHI is not readily producible in such format, in which case it shall be produced in a readable hard copy format. Recordkeeper shall have the right to charge the individual a reasonable cost-based fee, as permitted by 45 C.F.R. 164.524. Recordkeeper does not assume any obligation to coordinate access to PHI maintained by other business associates of Employer or any Plan. Recordkeeper shall make its internal policies, procedures, practices, books and records relating to its safeguarding, use or disclosure of PHI available to the Secretary, in a time and manner reasonably designated by the Secretary for purposes of determining Employer or any Plan's compliance with HIPAA.

8.11 Amendment of PHI. Upon Employer's request, Recordkeeper will promptly amend, or provide Employer with reasonable access to promptly amend, any portion of the PHI or any record in a Designated Record Set in accordance with 45 C.F.R. 164.526 for as long as the PHI

requirement, condition or obligation upon Recordkeeper, Employer or any Plan concerning the subject matter hereof that is not imposed by this Article, then this Article will be automatically amended to incorporate the applicable terms and conditions of that regulation or amendment such that this Article contractually imposes those terms upon the party or parties to which they apply. Any ambiguity in this Article shall be resolved in favor of a meaning that results in the parties complying with HIPAA.

8.17 Effective Date. This Article shall be effective on the effective date of this Agreement, except with respect to the applicable requirements of the HIPAA security standards for the protection of Electronic PHI set forth at Subpart C of Part 164 of Title 45 of the Code of Federal Regulations, which shall be effective on the later of the effective date of Agreement or April 20, 2005. The Employer or any Plan's engagement of Recordkeeper to perform any services during which Recordkeeper may create or have access to PHI shall constitute Employer and that Plan's acceptance of, and agreement to, all the terms and provisions of this Article.

8.18 ARRA Compliance. Recordkeeper acknowledges and agrees, as of the applicable effective dates for such provisions, Recordkeeper shall comply with each provision of the American Recovery and Reinvestment Act of 2009 ("ARRA") that extends HIPAA Privacy or Security Rule requirements to Business Associates of Covered Entities. The term "Business Associate" and "Covered Entity" shall have the meanings given such terms at 45 C.F.R. § 160.103.

8.19 Compliance with Breach Notification Rule. Recordkeeper shall report any Breach to Employer and Plan as soon as possible, but in no event later than 30 days after Recordkeeper becomes aware of any Breach. Recordkeeper shall, at the direction of the Plan, cooperate and assist in investigating the Breach, performing a risk assessment, determining whether the Breach is reportable under the Breach Notification Rule, and taking steps to minimize any adverse consequences resulting from the Breach. Recordkeeper shall take appropriate disciplinary action against any of its employees that were involved in the Breach. Recordkeeper shall not report the Breach to any individual, the Secretary or the media and shall keep the investigation strictly confidential. The Plan shall make the determination of whether the Breach is a reportable Breach under the Breach Notification Rule and shall comply with applicable reporting requirements.

SECTION IX

MISCELLANEOUS

9.01 Action by the Employer. Whenever under this Agreement the Employer is permitted or required to do or perform any act or thing, it shall be done and performed by an officer or a proper authority of the Employer.

9.02 Notices. All notices, advice, direction or reports required or permitted to be given under this Agreement shall be in writing and shall be mailed postage prepaid or delivered by hand and acknowledged by signed receipt, addressed as follows:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the 17th day of July, 2017.

Gustine Unified School District
(Name of Employer)

WITNESS: _____

BY: Brian M

Sept.
Title

American Fidelity Assurance Company,
a corporation

WITNESS: _____

BY: _____
Recordkeeper

THIS AGREEMENT IS NULL AND VOID IF ALTERED IN ANY WAY

Document ID #101478
Date:
Rev. 02/16

MCP# 33802

Plan #502

State: California Effective

3/30/2017 12:04 AM

**TRUST SUBSCRIPTION AGREEMENT
AND APPLICATION FOR
MEDICAL EXPENSE REIMBURSEMENT COVERAGE**

As an employer, the undersigned hereby subscribes to a particular agreement in its present form or as hereinafter amended, known as:

THE NATIONAL EDUCATION ASSOCIATION INSURANCE TRUST

HIGHER EDUCATION INSURANCE TRUST

THE NATIONAL SCHOOL EMPLOYEES INSURANCE TRUST

THE NATIONAL EMPLOYERS INSURANCE TRUST

THE NATIONAL PUBLIC EMPLOYEES INSURANCE TRUST

THE NATIONAL SERVICE INDUSTRY INSURANCE TRUST

THE NATIONAL BUSINESS INSURANCE TRUST

In addition, the employer hereby makes application for Medical Expense Reimbursement coverage as issued by American Fidelity Assurance Company.

Name of Employer: Gustine Unified School District

Address: 1500 Meredith Ave

City: Gustine **State:** CA **Zip:** 95322

Effective Date of Coverage:

January 1, 2018

The maximum plan year reimbursement per participant will be the amount indicated in the plan document in Section F. 7. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Annual Premium: In Kind and Administrative Services provided to American Fidelity Assurance Company by Employer. These services include making employment information, payroll information, employees, and space available to American Fidelity Assurance Company to facilitate enrollments.

We are acquainted with the eligibility rules and we understand that no coverage is in force until this subscription and application have been approved by both the Trustee and Underwriter.

Dated at Gustine, CA, this 17th day of July, 2017.

Signature: Bir m

Title: Supt.



Principal Life Insurance Company

210

Mailing Address:
Des Moines, IA
50392-0002**Employer Application
for Group Insurance -
CA**

PLEASE USE BLACK INK

To avoid processing delays, please make sure you answer all questions completely and accurately. For an amendment to an existing account, if no changes are noted in the sections below, current elections will remain in effect.

California law prohibits an HIV test from being required or used by health insurance companies as a condition of obtaining health insurance coverage.

This form is for: ☒ new case ☐ amendment

Account number _____

Requested effective date: 10/1/2017**Employer Information (if this is an amendment, only complete information that is changing)**

Legal name of company Gustine Unified School District	Federal tax ID number 77-0572125
DBA name (if applicable)	

Physical street address 1500 Meredith Ave	City Gustine	State CA	ZIP code 95322
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Affiliate/Subsidiary Information (if this is an amendment, only complete information that is changing)

Are employees of any associated business organizations (e.g. parent-subsidiary, brother-sister relationships, affiliated groups, etc.) to be covered? ☐ yes ☒ no If yes, please list the affiliate or subsidiary below.

Participating unit is an entity that is an affiliate or subsidiary related to the employer through common control or ownership.

Init name/address/federal tax ID	Nature of business	Relationship to company	Number of employees
1.			
2.			

Request for Benefits (if adding new coverage(s) to an existing account, provide new proposal number)

By signing this Application form, you are confirming that you agree with all the benefit plan provisions that you are applying for as outlined in your proposal # _____. Do you agree? ☐ yes ☐ no

Employee Eligibility (if this is an amendment, only complete information that is changing)☐ standard - An employee must work at least 30 hours per week to be eligible for insurance.☐ other (select between 20 and 40 hours): _____

Do you have employees or their dependents residing or working outside the United States and requesting coverage?

☐ yes ☒ no If yes, please include a separate sheet including their name(s), dates of birth, salary and class of employee, where they are located and how long they will be located there for work.

It is understood that Principal Life shall not be responsible for any tax or legal aspects of the plan. The employer assumes responsibility for these matters. The employer acknowledges that they have counseled to the extent necessary with selected legal and tax advisors. The obligations of Principal Life shall be governed solely by the provisions of its contracts and policies. Principal Life shall not be required to look into any action taken by the named fiduciary or the employer and shall be fully protected in taking, permitting, or omitting any action on the basis of the employer's actions. Principal Life shall incur no liability or responsibility for carrying out actions as directed by the named fiduciary or the employer.

It is further understood that by signing this application, the employer is purchasing insurance and not making an investment. No reserves, undeclared or unpaid experience premium refunds, or interest with respect to claim payments, nor claim proceeds themselves shall be considered plan assets under ERISA.

The Employee Retirement Income Security Act of 1974 (ERISA) requires that each employee benefit plan subject to the Act designate a "Named Fiduciary who shall have authority to control and manage the operation and administration of the plan."

If this plan is subject to ERISA, you must indicate a Named Fiduciary for this plan. Principal Life may not be designated as Named Fiduciary.

- The employer has been informed of the eligibility requirements. The employer agrees that insurance applied for shall not become effective or remain effective unless the employer: a) is actively engaged in business for profit within the meaning of the Internal Revenue Code, or is established as a legitimate nonprofit organization within the meaning of the Internal Revenue Code; or is a government agency; and b) meets the participation and contribution requirements.
- The employer agrees that insurance applied for shall not become effective unless the application and any attached page(s) are received, accepted and approved by Principal Life. The employer acknowledges and understands that if this application is approved, the group policy will determine all rights and benefits.
- The preexisting condition restrictions for critical illness and long term disability insurance have been explained to and understood by the employer. Actively at work and period of limited activity for life, disability and critical illness coverage have been explained to and understood by the employer.
- The employer understands receipt and deposit of advanced payment is not a guarantee of coverage. If a policy is issued from this application and is accepted by the proposed policyholder, we will apply the premium deposit to the first premium due for such policy. If no policy is put into force, the premium deposit will be refunded. Premium payment will be monthly unless otherwise indicated.
- Acceptance by the employer of any policy or policies issued with this application shall constitute approval of any corrections, additions, or changes specified in the space "For Principal Life Use Only" or as otherwise indicated on this application.
- The employer understands that the insurance policy and certificates of coverage may, at the discretion of Principal Life, be provided to the employer in paper or electronic format. The employer agrees to promptly distribute the certificates of coverage to insured employees at the beginning of their coverage under the group policy and to redistribute them from time to time thereafter as reasonably required by Principal Life.
- Your agent or broker cannot change or waive any provision of this application or the policy or policies without the written approval of an officer of Principal Life in the home office.
- As a result of this sale and any subsequent renewal, your broker and marketing organization, if any, may receive commissions, administrative service fees, other compensation including non-cash compensation, and bonuses based on factors such as, volume of new sales, member and case counts, total premium volume, maintaining a certain percentage of business with Principal Life, selling a certain mix of products, and/or the profitability of the business. The cost of this compensation may be directly or indirectly reflected in the premium or fee for the product(s) you have applied for on this application form. This compensation is in addition to any compensation the broker may receive from you. Contact us at 1-800-388-4793 for further details on your case. We have placed a more detailed description of our compensation programs on www.principal.com/group/compensation.
- The person signing this form for the employer has legal authority to bind the employer for whom application is being made.
- The employer agrees to make timely notification of any employee termination, status change, or other material changes that may affect the eligibility of employees or their dependents. Timely notification is no more than 31 days past the actual date of such change.

- The employer understands that failure to pay premium when due will be considered a default in premium payment and coverage will terminate at the end of the grace period. If coverage is terminated for nonpayment of premium, premium through the grace period is due and will be collected. The employer understands that coverage may also be terminated for other reasons as provided in the group policy.
- The employer understands their rights and responsibilities if electing self accounting status.

Any false statement made on this form will not bar the right to recovery under the group policy(ies) unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by Principal Life.

Employer (company name)

Gustine Unified School District

Signed by (must be an officer)

Officer's title

Date signed

(X) *Bill Morones*

Supt.

7.17.17

Printed officer name

Bill Morones

Signature of licensed resident agent(s) (individual/firm)

Agent's license number

Date signed

X

Licensed resident agent(s) printed name(s)

Signature of soliciting agent(s) (If more than one, all must sign.)

Date signed

X

Soliciting agent(s) printed name(s)

For Principal Life Use Only



Electronic Consent

Doing business electronically makes sense in today's world. Not only does it create a more efficient process for you, it allows quicker updates and eliminates stacks of paperwork. Please enter a few pieces of information below and sign at the bottom. If you would like paper copies of booklets, please contact your local sales office. Thanks for your willingness to utilize our online services.

Company's legal name (Include Doing Business As), known as "Policyholder":

Gustine Unified School District

Account number/s: _____

I. Establishment/Definitions

- A. Principal Life Insurance Company (Principal Life) has issued one or more group insurance policies ("policies") to the Policyholder.
- B. Policyholder requests that certain administrative functions, as specified below, be performed electronically. Policyholder desires that records and information relating to the policies be sent and received using Electronic Records, consistent with applicable law. Both Policyholder and Principal Life are prepared to administer various policy terms and provisions via Electronic Records, including the use of Electronic Signatures.
- C. "Audit Trail" means documentation and Electronic Records evidencing the delivery, display, consent to, and/or signing, and ongoing integrity and accuracy, of Electronic Records that are consented to, delivered to, or signed by, applicant(s) electronically.
- D. "Electronic Record" means information that is stored in an electronic medium and is retrievable in perceivable form.
- E. "Electronic Signature" means an electronic sound, symbol, or process, attached to or logically associated with a contract or other Electronic Record and executed or adopted by a person with the intent to sign the Electronic Record.
- F. "Participant" means employees and their eligible dependents who are covered under a group insurance policy issued by Principal Life.

II. Administrative Functions

A. Paperless Booklets, Certificates, and Policies

The Policyholder shall:

- a. Provide electronic media access (desktop internet, kiosk, public PC) to allow participants access to the Principal Life web site for viewing their booklet/certificate.
- b. Furnish paper copies of the booklet/certificate, and any other plan documents, to all participants who do not have access to electronic media.
- c. Upon termination of the insurance agreement with Principal Life, inform all participants and beneficiaries of the termination and that the booklet/certificate will remain on-line for a limited period of time (3 months) following the termination date.
- d. Hold Principal Life Insurance Company harmless from any damages resulting from the employer's failure to take the necessary steps to make the documents available electronically.

B. Electronic Records

The Policyholder shall:

- a. Obtain completed group enrollment data (with a valid signature) from each eligible participant applying for or waiving coverage, or for coverage increases or decreases, and provide Principal Life with such enrollment data via electronic means whenever possible.
- b. Maintain the enrollment records and other necessary records to enable Principal Life to determine the current job class, benefits, home addresses of participants, and termination date for each participant.
- c. Maintain current beneficiary designations and changes in beneficiary designations.
- d. Preserve signed Electronic Records and accompanying Audit Trails evidencing the electronic presentation and signing process.

III. General Provisions

A. The Policyholder shall:

- a. Execute this agreement consistent with all Federal Laws, your State laws, including, but not limited to ERISA and
- b. Meet any necessary disclosure and timing obligations under such law(s); and
- c. Ensure that the system used by the Policyholder to furnish documents to participants results in actual receipt of the electronic documents.

- d. Agree to request a PIN to access the Principal Life's eService application.
- e. Ensure that the processes employed for (i) delivering and presenting a document to a representative of the Policyholder or a Participant as an Electronic Record, and (ii) creating any Electronic Signatures on such Electronic Records submitted to Principal Life by Policyholder or its Participants, comply with all applicable laws and regulations, including without limitation the federal Electronic Signatures in Global and National Commerce Act ("ESIGN" or "ESIGN Act") and all applicable state laws governing the use of electronic records and signatures, including without limitation the applicable state's version of the Uniform Electronic Transactions Act ("UETA") or similar state electronic signature laws. Employ commercially reasonable standards for utilizing Electronic Records and Electronic Signatures in connection with documents signed electronically and submitted to Principal Life, including (i) establishing authentication procedures for signers that will facilitate attributing an Electronic Signature to the signer, (ii) effectively presenting Electronic Records for review and signature, (iii) establishing the signer's intent to create an Electronic Signature, (iv) preserving the integrity of the Electronic Records during and after the signing process, and (v) providing the signer with an opportunity to retain a copy of the signed Electronic Record.
- B. The Policyholder will cooperate with reasonable requests by Principal Life for written or electronic documentation, testimonial, affidavit or other support to evidence (i) compliance with the terms of this Agreement and (ii) transactions authorized by this Agreement. Policyholder will cooperate with any reasonable requests by Principal Life to use system records, written documentation or other materials which are owned or in the possession of Policyholder and may be required by Principal Life for potential use in litigation support, for the purpose of internal and external audits and controls, and for compliance with regulatory requirements.
- C. There is no employer-employee or agency relationship between the Policyholder and Principal Life. The duties and obligations of this agreement are neither assignable nor transferable by either party without the consent, in writing, of the other party.
- D. If a Policyholder with a self-funded Plan requests Principal Life post the self-funded Plan benefit booklet summaries on Principal Life's website, Principal Life will be doing so as a convenience to Policyholder and Principal Life is not taking on any Plan Administrator duties related to the distribution of Summary Plan Descriptions (SPDs) or other ERISA-required reports or disclosures. Principal Life does not warrant that the posting of the documents on its website will satisfy any of the requirements of ERISA, even if it is informed that Policyholder wishes to use the website for that purpose. Principal Life, at its discretion, may use disclaimers and other notices in connection with the display of the documents to make it clear that Principal Life is not the plan insurer or Plan Administrator and that the Policyholder is solely responsible for the content and currency of the documents.
- E. Principal Life will provide HIPAA Privacy Notices to the Policyholder who will then distribute to their employees.
- F. The Policyholder and Principal Life acknowledge and agree that whenever electronic transactions are not possible, transactions will be conducted in a manner that is consistent with insurance industry standards.
- G. This agreement may be amended by mutual consent, in writing, by the Policyholder and Principal Life.
- H. This agreement will continue until it is terminated. This Agreement will terminate automatically without notice upon termination of all Policies the Policyholder has with Principal Life. This agreement may be terminated upon notice by either the Policyholder or Principal Life. The Policyholder may terminate this agreement by notifying Principal Life in writing at the address listed at the bottom of this form. Termination of this agreement does not relieve the Policyholder of its obligations under applicable state or federal law. The duties described in Paragraph II.A.c of this Agreement shall remain in effect until such time as they are fully satisfied.
- I. Policyholder and Principal Life acknowledge and agree that Electronic Records and Electronic Signatures, as well as facsimile signatures, may be used in connection with the execution of certain documents in connection with the Plan, including but not limited to policy application, enrollment forms, and statements of health ("Documents") and shall be legal and binding and shall have the same full force and effect as if a paper original of the Documents had been signed using a handwritten signature. Policyholder and Principal Life (i) intend to be bound by the signatures (whether original, faxed or electronic) on any Document sent or delivered by facsimile, electronic mail, or other electronic means, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of a Document based on the foregoing forms of signature.
- J. The Policyholder may request paper copies of electronically signed or delivered documents by contacting Principal Life at the address listed at the bottom of this form.


Signature of Policyholder's authorized representative

7.17.17
Date

Bill Morones
Printed name of signer

Superintendent
Title

Principal Life Insurance Company
Des Moines, IA 50392-0002
www.principal.com
© 2006 Principal Financial Services, Inc.

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the "Law Firm" and, GUSTINE UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District."

II. PURPOSE

The District desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Standard Hourly Rate Services

District agrees to pay the Law Firm at the following standard hourly rates:

Senior Partners	\$285.00
Partners/Senior Counsel	\$275.00
Senior Associates	\$255.00
Associates	\$245.00
Non-Legal Consultants	\$210.00
Electronic Technology Litigation Specialist	\$195.00
Senior Paralegals/Law Clerks	\$190.00
Paralegals/Legal Assistants	\$180.00

2. Fixed Fee Services

District agrees to pay the Law Firm a fixed fee for the following services:

A full day of training (up to 8 hours)	\$5,500
A half day of training (up to 4 hours)	\$3,500
A two hour training	\$2,500
A one hour training	\$1,750

The Law Firm may modify legal services rates effective July 1st of any year by providing at least thirty (30) days' written notice to District; however, should District object in writing to the modified rates within the thirty (30) day period, no change will be made until the rate is mutually agreed to by the parties.

3. Fee Arrangements for Specialized Legal Services

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration and appellate law, the District agrees to pay Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

4. Costs and Expenses

In addition to the fees described above, the District agrees to pay a five percent (5%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the District. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of District are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior approval of the Superintendent or designee in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals \$2,000.00 or less.

If the Law Firm retains, with authorization from the District, experts or outside consultants for the benefit of the District, rather than the District contracting directly with any expert or outside consultant, the District agrees to pay a five percent (5%) "consultant processing fee" in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the District. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph F., below.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement,

will be due to the Law Firm from the District by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the District in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. The Law Firm shall bill in one-quarter hour increments.

3. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour)

4. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

5. District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.

C. Termination of Representation on a Particular Matter

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of the District to perform any of the District's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;

4. Upon a failure of the District to perform any of the District's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the District.

In the event that the Law Firm ceases to perform services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs

advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Consent to Joint Representation

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

E. Client Cooperation.

The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the District.

F. Services performed by Law Firm-provided Non-legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement to prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

G. Consent to Law Firm Communication

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of breakfast briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

H. Miscellaneous

1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

2. The parties agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

3. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District's behalf.

IV. BINDING ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

V. DURATION

This Agreement shall commence on July 1, 2017, and shall thereafter continue until work is completed or the Agreement is modified in writing by agreement between the Law Firm and the District.

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Either the District or the Law Firm may terminate this Agreement on thirty (30) days' written notice.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO



Dated: July 20, 2017

By: _____
Scott K. Holbrook

"District"

GUSTINE UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____
Bill Morones
Superintendent

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2017, between the GUSTINE UNIFIED SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

I. **ENGAGEMENT.** Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

II. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

III. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services for Client in relation to litigation or Specialized Services.

IV. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

V. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with

Client. Unless otherwise instructed by Client, any such communications may include confidential information.

VI. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

VII. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

VIII. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

IX. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

X. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

XI. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall

make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

XII. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

XIII. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

XIV. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

XV. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

XVI. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

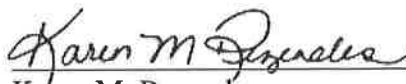
SO AGREED:

GUSTINE UNIFIED SCHOOL DISTRICT

LOZANO SMITH, LLP

By:
Its:

Date



Karen M. Rezendes
Managing Partner

June 5, 2017

Date



PROFESSIONAL RATE SCHEDULE
FOR GUSTINE UNIFIED SCHOOL DISTRICT
(Effective July 1, 2017)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	\$ 260 - \$ 295 per hour
Associate	\$ 200 - \$ 260 per hour
Paralegal / Law Clerk	\$ 135 - \$ 150 per hour
Consultant	\$ 135 - \$ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$300 - \$350 per hour.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

Merced County Office of Education

Steve M. Tietjen, Ed.D., Superintendent



Equal Opportunity Employer

July 7, 2017

To: District Superintendents

From: Steve M. Tietjen, County Superintendent

RE: **Participation in Central Valley Education Coalition (CVEC) for 2017-2018**

This is the annual invitation for your district to participate in the CVEC. The purpose of the coalition is to secure the continued services of Frost, Davis & Donnelly to provide California State Legislative advocacy to further the interests of districts and county offices located in the Central Valley (Merced through Tulare, including Mariposa).

Advocacy services consist of reviewing K-12 education bills to determine the impact on coalition districts, determining appropriate positions and lobbying accordingly. Jeff Frost and his staff also assist in drafting and sponsoring legislation, supporting our priorities before the Budget Subcommittee, and working to implement specific legislative goals.

Merced County Office of Education (MCOE) will pay a portion of the cost so as to ensure that district cost is .25 cents per ADA based on P-2 numbers. The charge will be done via cash transfer by MCOE based on your authority below. MCOE's final share will depend on the number of districts participating. **The amount will be transferred at the end of the fiscal year 2017-2018.**

Please return your authorization response by August 31, 2017.

The signature below indicates our district's intent to participate in Central Valley Education Coalition activities and the account to be charged. The funds will be transferred by MCOE.

District _____

Account # _____

Superintendent's Signature: _____ Date: _____

Mail or fax your response to:

Steve M. Tietjen, County Superintendent
Merced County Office of Education
632 W. 13th Street, Merced, CA 95341

Fax: 381-6767

632 West 13th Street • Merced, California 95341 • (209) 381-6600 • www.mcoe.org

AGREEMENT FOR SPECIAL SERVICES
Fiscal Budget Services

This is an agreement between the **GUSTINE UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of September 1, 2017.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
 - b. Option of receiving information on Consultant's website regarding major school finance and policy issues
 - c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
 - d. Eight (8) hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.

Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies; special education studies; fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; fiscal analysis for purposes of collective bargaining, appearance as an expert witness, provision of depositions or declarations for district legal issues; major customized research projects or studies; or, on-site speeches or presentations.

- e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation

- f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
2. The Client agrees to pay to Consultant for services rendered under this Agreement:
 - a. \$3,120 annually, plus expenses, or payable at \$260 per month, plus expenses, for the services listed in Item 1 above, upon billings from Consultant
 - b. For all requested services in excess of eight (8) direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
3. The term of this contract shall be for the period of one year, beginning September 1, 2017, and terminating August 31, 2018. Agreement may be terminated prior to August 31, 2018 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: _____

DATE: _____

Print Name

Job Title

Gustine Unified School District

BY: _____


ROBERT D. MIYASHIRO

Vice President

School Services of California, Inc.

DATE: July 18, 2017

ADDENDUM A TO SPECIAL SERVICES AGREEMENT

As a client of School Services of California, Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page to order the reports.

The **Comparative Analysis of District Income and Expenditures (CADIE)** is a comprehensive computer-generated report comparing your district's revenues and expenditures to those of 40 other districts (two reports with 20 districts in each) of your choice throughout the state. Well over 300 comparisons are made using SACS and CBEDS data.

The **CADIE** includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The **Salary And Benefits Report (SABRE)** is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (two reports with 20 districts in each) of your choice on certificated salaries, health and welfare benefits, and work days.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the **CADIE** and **SABRE** reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

Please check the appropriate items below:

<input type="checkbox"/> CADIE Only	\$400	<input type="checkbox"/> Use the same districts as last year	<input type="checkbox"/> Current year 2015-16
<input type="checkbox"/> SABRE Only	\$250	<input type="checkbox"/> Use districts of similar type and size	<input type="checkbox"/> Next year 2016-17
<input type="checkbox"/> CADIE & SABRE	\$600	<input type="checkbox"/> Call me to discuss comparative group	
		<input type="checkbox"/> Please use similar unduplicated pupil percentage districts	

*Reports are a year behind as the data is released by the CDE.

**Next year: SABRE will be released in December 2017, CADIE will be released in May 2018

District Name: _____

Contact Name: _____

Address (no P.O. boxes please): _____

Telephone with extension: _____

Email Address: _____

Signature: _____

Print Name: _____ Date: _____

By completing this Addendum A and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.

ACTION ITEMS

GUSTINE UNIFIED SCHOOL DISTRICT**Meeting of the Board of Trustees****MEETING DATE:**

July 26, 2017

AGENDA ITEM TITLE: Section 125 Flexible Fringe Benefits Plan Resolution No 2017-18-01**AGENDA SECTION:** Action**PRESENTED BY:** Lizett Aguilar, CBO**RECOMENDATIONS:**

It is recommended that the Board of Education approve Section 125 Fringe Benefits Plan Resolution No 2017-18-01.

SUMMARY:

To have an updated document to be able to offer pre-tax deductions to GUSD employees.

FISCAL IMPACT: None**BUDGET CATEGORY:** None

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

IN THE MATTER OF
SECTION 125 FLEXIBLE
FRINGE BENEFITS PLAN

RESOLUTION NO. 2017-18-01

At the meeting of the Board of Education of Employer held at Gustine, CA
on July 26, 2017, the following motion was made by _____.

I move that the Board of Education adopt a Section 125 Flexible Fringe Benefits Plan for
the employees of Gustine Unified School District to be effective on
October 1, 2017.

This motion was seconded by _____.

PASSED AND ADOPTED this 26th day of July, 2017.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Signed: _____
Loretta Rose, Clerk of the Board

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

July 26, 2017

AGENDA ITEM TITLE: MOU Between Merced County District Attorney's Office, The Merced County Superintendent of Schools, and All Merced County School Districts

AGENDA SECTION: Action

PRESENTED BY: Lisa Filippini, Principal

RECOMMENDATIONS:

It is recommended that the Board of Education approve the MOU Between Merced County District Attorney's Office, The Merced County Superintendent of Schools, and All Merced County School Districts

SUMMARY:

This MOU allows the District to support all sites in their endeavor to increase student attendance district wide. Under the Scope of Service the DA agrees to assign one full-time employee to serve as the County Truancy officer at the Districts' schools. This employee will be assist the site administrators in developing a more positive school attendance habits and will provide resources for truancy prevention. This service will utilized by all GUSD sites.

FISCAL IMPACT: None for the Truancy Officer; possible interpreter cost if necessary

BUDGET CATEGORY:

**MEMORANDUM OF UNDERSTANDING BETWEEN MERCED COUNTY
DISTRICT ATTORNEY'S OFFICE, THE MERCED COUNTY
SUPERINTENDENT OF SCHOOLS, AND ALL MERCED COUNTY SCHOOL
DISTRICTS**

This Agreement is made by and between the Merced County District Attorney's Office ("DA"), the Merced County Superintendent of Schools ("County Superintendent") and all Merced County School Districts (collectively referred to as the "Districts") for the employment of a county-wide truancy officer ("County Truancy Officer") to implement the "Here to Learn Program."

Recitals

- A. The DA, the County Superintendent, and the Districts desire to improve student attendance at school, the cornerstone of learning.
- B. The DA, the County Superintendent, and the Districts are aware of the potential for crime, drug and alcohol use, and community disturbances, in addition to the loss of education, when students are not attending school. The parties believe that the having a County Truancy Officer directly involved with the youth attending schools within Merced County will help minimize these impacts.
- C. The DA, the County Superintendent, and the Districts desire the County Truancy Officer to create an atmosphere of cooperation between staff, parents, and law enforcement to decrease truancy and tardiness in school, and to promote student attendance and a safe educational environment.
- D. The DA, the County Superintendent, and the Districts desire to set forth the duties and responsibilities of the parties with respect to employment of a County Truancy Officer to assist the Districts and implement the "Here to Learn Program".

The DA, the County Superintendent, and the Districts agree as follows:

- 1. **Term of Agreement.** This Agreement shall be effective July 1, 2017 and shall remain in effect until June 30, 2019, unless extended or terminated as provided by the terms of this Agreement.
- 2. **County Superintendent as Lead Educational Agency.** The Districts designate the County Superintendent as the lead educational agency to communicate with the DA and all of the Districts to implement this Agreement.
- 3. **Programmatic Feedback.** Prior to March 15, 2019, the DA and the County Superintendent will provide the Districts with a written report evaluating the effectiveness of the County Truancy Officer in accomplishing the goals of this Agreement. The County Superintendent and the Districts agree to determine whether this Agreement shall be renewed prior to June 1, 2019.

4. **Renewal/Expiration of Agreement.** This Agreement shall automatically renew for additional one year increments (July 1 to June 30) unless the County Superintendent notifies the DA or the DA notifies the County Superintendent in writing on or before June 1, 2019 that the Agreement will not be renewed. If the Agreement is renewed, it shall thereafter automatically renew each year for additional increments of one year (July 1 to June 30) unless the County Superintendent or the DA provides advance written notice of termination to the other party by June 1 of any renewal year. In the event of non-renewal, the termination will be effective on June 30.
5. **School District Participation.** All participating districts agree to participate in the "Here to Learn Program" for the initial two (2) years of this Agreement. However, any of the Districts may elect not to participate in this Agreement thereafter by providing the County Superintendent with written Notice of Non-Participation on or before May 1, 2019, or on or before May 1 of any subsequent renewal year of this Agreement. If a district elects not to participate, the District shall cease its participation in the Agreement on June 30 of the school year in which the Notice of Non-Participation is issued. The decision by one or more districts not to participate in this Agreement after the conclusion of the first two (2) years shall not impact the effectiveness of this Agreement with respect to the remaining Districts.
6. **Payment for Services.** In exchange for the provision of the County Truancy Officer's services, County Superintendent shall pay DA, on an annual basis, the sum of One hundred and forty-five thousand dollars (\$145,000), which shall represent payment to the DA in full for the annual services of the County Truancy Officer. County Superintendent's payment to the DA shall be a single lump sum payment made annually on or before July 30, commencing with July 30, 2017. Any costs for an interpreter requested by a District will be the responsibility of the requesting District, not the DA or the County Superintendent.
7. **Payments from the Districts to the County Superintendent.** The Districts shall pay to the County Superintendent \$1.00 per average daily attendance ("ADA") per year, based upon each District's First Interim (P1) Report. The Districts hereby authorize the County Superintendent to electronically deduct such payments on an annual basis each December, commencing December 2017. County Superintendent agrees to provide each of the Districts with written notice of the amount of the payment and the basis of the calculation.
8. **Cost Allocation upon Withdrawal of any School District.** If any of the Districts withdraws from this Agreement, their ADA shall be calculated and that amount shall become the obligation of the County Superintendent. Therefore, no district's withdrawal shall impact the fee obligation of any other district.

9. **Scope of Service.** Under the DA's supervision, the DA agrees to assign one full-time employee to serve as the County Truancy Officer at the Districts' schools. The County Truancy Officer's duties shall be as follows:
- 9.1. The County Truancy Officer shall coordinate with local school officials, probation officers, and other law enforcement officers to address student truancy by identifying habitual truants, and students likely to become habitual truants, and redirecting such students in ways that increase school attendance.
 - 9.2. The County Truancy Officer shall help truant students develop more positive school attendance habits and provide referrals to appropriate truancy prevention services, with a particular focus on kindergarten and early elementary school students.
 - 9.3. The County Truancy Officer shall assist the Districts after the Districts have sent parents a second truancy notice. County Truancy Officer assistance shall be conducted as described in the Education Code and other applicable laws and may include home contacts, truancy sweeps, truancy notices, meetings with the truant minor and his/her parent(s), referral for a work project, referrals to service providers, referrals to the School Attendance Review Board ("SARB"), and participation in the SARB process as appropriate or necessary.
 - 9.4. The County Truancy Officer shall review truancy programs operating in districts outside of Merced County and assist the Districts with the development and implementation of best practices to reduce truancy, and increase student attendance and participation at school. Best practices include, but are not limited to, the issuance of appropriate attendance tracking systems, truancy notices, home interventions, family assistance, and other research based programs that reduce truancy.
 - 9.5. The County Truancy Officer will provide written monthly reports to the County Superintendent regarding work done each month under this Agreement, including but not limited to, the number of home visits, student and parent contacts, presentations, meetings attended, and other related attendance recovery activities. The details and forms for these reports shall be jointly developed by the County Superintendent and the DA. The County Superintendent agrees to share these reports at periodic meetings with the Districts.
 - 9.6. The County Truancy Officer will provide a yearly report to the County Superintendent and, utilizing the data from the monthly reports, analyze the effectiveness of interventions taken to address student truancy and determine best practices that may be implemented county-wide to improve student attendance and reduce truancy. County Superintendent agrees to share this annual report with the Districts.

- 9.7. The County Truancy Officer will also participate in other activities not specifically covered in this MOU that are mutually agreed upon by the DA and the County Superintendent. The County Superintendent shall make such decisions in consultation with the Districts.
10. **Employment.** The County Truancy Officer is an employee of the DA, and is not an employee or agent of the County Superintendent or any of the Districts. The County Truancy Officer shall be subject to the administration, supervision, and control of the DA. The DA shall provide appropriate workers compensation and other benefits and insurance as is provided to similar employees. The County Truancy Officer shall be subject to all personnel policies and practices of the DA. Any disciplinary problems, concerns, or alleged improprieties involving the County Truancy Officer shall be brought to the attention of the County Superintendent who shall communicate the concerns to the DA and/or the supervisor overseeing the County Truancy Officer.
11. **Hours of Employment.** The County Truancy Officer will work full-time, twelve months per year, eight (8) hours per day (excluding vacation). The County Truancy Officer shall be scheduled to work during the academic school year schedule of the Districts. Vacation and, to the maximum extent possible, all other leaves, shall be scheduled outside of the school day and outside of the academic school year. Training days shall also be scheduled outside of the academic school year calendar, to the maximum extent possible. The County Superintendent and the DA shall agree on the County Truancy Officer's work schedule at the beginning of each school year.
12. **Selection of County Truancy Officer.** The DA will be responsible for selecting the County Truancy Officer; however, the County Superintendent and Districts shall be allowed to provide input. In addition, the DA shall designate an employee to serve as the acting County Truancy Officer for days when the designated County Truancy Officer may be on leave, absent for training, or otherwise not available.
13. **Training.** The DA shall be responsible for training the County Truancy Officer (and their substitute) to ensure the individuals serving as County Truancy Officer have the needed experience and qualifications. County Superintendent shall communicate to the DA training suggestions as appropriate, based on input from the Districts.
14. **Evaluation.** The DA, the County Superintendent, and the Districts agree on the importance of evaluating the County Truancy Officer. The DA and the County Superintendent will work together to develop and implement an appropriate evaluation procedure. The County Superintendent agrees to consult with the Districts on these evaluation procedures. The DA agrees to share the County Truancy Officer's evaluation results with the County Superintendent to the extent permitted by law.

15. **Compliance with Laws.** This Agreement shall be implemented in accordance with all applicable laws. In addition, the DA, the County Superintendent, and the Districts will work collaboratively to respond and implement evolving legal requirements affecting this Agreement.
16. **Student Discipline.** The certificated administrators of each school of the Districts shall be responsible for any student discipline arising out of any student truancy and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.
17. **Student Records.** The parties agree that the County Truancy Officer shall be deemed to be a "school official" for the performance of the County Truancy Officer's duties on behalf of the County Superintendent and the Districts. The County Truancy Officer shall therefore be allowed access to student records, but the relevant District shall remain in direct control of the use, maintenance, and disclosure of that District's student records in accordance with the Education Code and other applicable provisions of law. School officials of the Districts shall allow the County Truancy Officer to inspect and copy any student records maintained by that District for which the County Truancy Officer has a "legitimate educational interest" within the scope of the County Truancy Officer's service under this Agreement. This includes access to student directory information to the extent permitted by District policy, attendance records, and discipline files. However, the County Truancy Officer may not inspect or copy confidential student records outside the scope of the County Truancy Officer's service, except as allowed by law, such as upon the issuance of a subpoena, court order, or written authorization of the parent/guardian.
18. **Discrimination.** Neither the DA, County Superintendent, nor the Districts shall discriminate on any basis prohibited by state or federal law.
19. **Indemnification.**
 - 19.1 The DA shall indemnify, defend, and hold harmless the County Superintendent and Districts, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the DA, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the DA.
 - 19.2 The County Superintendent shall indemnify, defend, and hold harmless the DA, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the County Superintendent, its officers, agents,

employees, or anyone directly or indirectly acting on behalf of the County Superintendent.

- 19.3 The Districts shall indemnify, defend, and hold harmless the DA, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the Districts, their officers, agents, employees, or anyone directly or indirectly acting on behalf of the Districts.
- 19.4 It is the intention of the DA, County Superintendent, and Districts that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, subcontractors, and Governing Board.
- 19.5 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.
20. **Amendments.** No Substantive Amendment to this Agreement shall be valid unless it is set forth in writing, signed by all parties, and approved by each entity's governing board. A Substantive Amendment is defined as changes that materially impact the operation or goals of the Agreement. Non-Substantive amendments may be made by the County Superintendent and the DA; however, the County Superintendent shall not enter into any non-substantive amendment without first consulting with the Districts. A district's decision to withdraw or cost changes between the County Superintendent and the DA are understood to be non-substantive changes. The County Superintendent's decision regarding what constitutes a Substantive Amendment shall be final but it shall not be made without first providing the Districts with a reasonable opportunity for input.
21. **Entire Agreement.** This Agreement constitutes the entire agreement between the DA, County Superintendent, and Districts regarding the subject matter of this Agreement.
22. **Severability.** If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.
23. **Governing Law/Venue.** This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Merced County, California.

24. **Construction.** This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.
25. **Execution of Other Documents.** The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
26. **Waiver.** Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.
27. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the Districts' Governing Boards as required by law.

The parties have executed this Agreement on the date written below.

MERCED COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Larry D. Morse II
District Attorney

Date: _____

MERCED COUNTY SUPERINTENDENT OF SCHOOLS

By: _____
Steve M. Tietjen, Ed.D.
Superintendent

Date: _____

MERCED COUNTY SCHOOL DISTRICTS

ATWATER ELEMENTARY SCHOOL DISTRICT

By: _____
Sandra Schiber, Ed.D.
Superintendent

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

BALLICO-CRESSEY ELEMENTARY SCHOOL DISTRICT

By: _____
Bryan Ballenger
Superintendent/Principal

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

DELHI UNIFIED SCHOOL DISTRICT

By: _____
Adolfo Melara
Superintendent

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

DOS PALOS-ORO LOMA JOINT UNIFIED SCHOOL DISTRICT

By: _____
William Spalding
Superintendent

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

EL NIDO ELEMENTARY SCHOOL DISTRICT

By: _____
Rae Ann Jimenez
Superintendent/Principal

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

GUSTINE UNIFIED SCHOOL DISTRICT

By: _____
Bill Morones
Superintendent

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

HILMAR UNIFIED SCHOOL DISTRICT

By: _____
Isabel Cabral-Johnson
Superintendent

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

LE GRAND UNION ELEMENTARY SCHOOL DISTRICT

By: _____
Rosina Hurtado
Superintendent/Principal

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

LE GRAND UNION HIGH SCHOOL DISTRICT

By: _____
Donna Alley
Superintendent

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

LIVINGSTON UNION ELEMENTARY SCHOOL DISTRICT

By: _____
Andrés Zamora
Superintendent

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

LOS BANOS UNIFIED SCHOOL DISTRICT

By: _____
Dean Bubar
Acting Superintendent

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

McSWAIN UNION ELEMENTARY SCHOOL DISTRICT

By: _____
Helio Brasil, Ed.D.
Superintendent

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

MERCED CITY ELEMENTARY SCHOOL DISTRICT

By: _____
RoseMary Parga Duran, Ed.D.
Superintendent

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

MERCED RIVER UNION ELEMENTARY SCHOOL DISTRICT

By: _____
Richard Lopez
Superintendent/Principal

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

MERCED UNION HIGH SCHOOL DISTRICT

By: _____
Alan Peterson
Superintendent

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

PLAINSBURG UNION ELEMENTARY SCHOOL DISTRICT

By: _____
Kristi Kingston
Superintendent

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

PLANADA ELEMENTARY SCHOOL DISTRICT

By: _____
José L. González
Superintendent

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

SNELLING-MERCED FALLS UNION ELEMENTARY SCHOOL DISTRICT

By: _____

Alison Kahl
Superintendent/Principal

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

WEAVER UNION SCHOOL DISTRICT

By: _____

John Curry
Superintendent

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

WINTON SCHOOL DISTRICT

By: _____

Randall W. Heller
Superintendent

Date: _____

The Governing Board approved this Agreement at a regularly called meeting held on _____, 2017.

GUSTINE UNIFIED SCHOOL DISTRICT**Meeting of the Board of Trustees****MEETING DATE:**

July 26, 2017

AGENDA ITEM TITLE: Invoice 05-1525-17 -Karen Pivirotto, Med, PPS/SP, LEP#3409.**AGENDA SECTION:** Action**PRESENTED BY:** Lizett Aguilar, CBO**RECOMMENDATIONS:**

It is recommended that the Board of Education approve the Invoice 05-1525-17 -Karen Pivirotto, Med, PPS/SP, LEP#3409.

SUMMARY:

Karen Pivirotto's services were needed to complete a psychological evaluation on a GUSD student. This was an unusually lengthy assessment due to the request that every area of possible concern be assessed, and that multiple specialists participate in the assessment.

FISCAL IMPACT: \$5,362.50**BUDGET CATEGORY:** Special Ed Fund

Karen Pivirotto, MEd, PPS/SP, LEP#3409
School Psychologist #SC69636
Licensed Educational Psychologist, LEP#3409
 2432 Hemlock Court,
 Merced CA, 95340
 (209) 761-7896
karenpivirotto@gmail.com

Invoice: Psychological Services

INVOICE NUMBER: 05-1525-17
 DATE: 06/16/2017

TO:

Siobhan Hanna
Director of Special Education
Gustine Unified School District
 1500 Meredith Avenue
 Gustine, CA 95322
 (209) 854-3784 Phone
 (209) 854-9164 Fax

FOR:

Psychological Services:
GUSD Middle School Student
28075 Sullivan Road
 Gustine, CA 95322
 Phone (209) 854-5030
 Fax (209) 854-9592

Karen Pivirotto: Daily Rate for Psychological Services: \$ 650.00; Hourly Rate = \$ 81.25
 Gustine USD: Daily Rate for Psychological Services: \$ 650.00; Hourly Rate = \$ 81.25

DESCRIPTION	HOURS	RATE	AMOUNT
Psychological Services on 5/15/2017	8	650.00 per day	650.00
Psychological Services on 5/16/2017	8	650.00 per day	650.00
Psychological Services on 5/17/2017	8	650.00 per day	650.00
Psychological Services on 5/18/2017	8	650.00 per day	650.00
Psychological Services on 5/19/2017	8	650.00 per day	650.00
Psychological Services on 5/22/2017	8	650.00 per day	650.00
Psychological Services on 5/23/2017	8	650.00 per day	650.00
Psychological Services on 5/24/2017	5	81.25 per hour	406.25
Psychological Services on 5/25/2017	5	81.25 per hour	406.25
<i>(See email accompanying this invoice for detailed record)</i>			
<u>NOTE:</u> GUSD was <u>not</u> charged for travel time (2 hrs x day = 14 hours) GUSD was <u>not</u> charged for mileage			
TOTAL			5,362.50

Please make all checks payable to Karen Pivirotto

Thank you for your business!