

**BOARD OF EDUCATION SPECIAL BOARD MEETING  
GUSTINE UNIFIED SCHOOL DISTRICT  
1500 MEREDITH AVENUE  
GUSTINE, CA 95322  
MONDAY, JULY 17, 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  
Mrs. Loretta Rose, Clerk  
Mr. Kevin Cordeiro, Board Member  
Mrs. Pat Rocha, Board Member  
Trustee Area #5 - Vacant

**II. CLOSED SESSION – 6:00 p.m.**

**A. Student Discipline**

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

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

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

1. Borrelli Property

**E. Public Employee Performance Evaluation Superintendent**

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

**A. Pledge of Allegiance**

**B. Report from Closed Session**

**C. Revision/Adoption/Ordering of Agenda**

**D. Disability-Related Modifications**

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

#### **IV. REPORTS AND PRESENTATIONS**

##### **A. None**

#### **V. CONSENT AGENDA**

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

##### **A. Personnel**

1. Taylor, Paulina – Resignation, English Teacher, GHS
2. Borba, Kingsley – Resignation, Varsity Girls' Basketball Head Coach, GHS
3. Cathcart, Tiffany – Hire, Yard Duty/Crossing Guard, GES

##### **B. Minutes**

1. None

##### **C. Yearly Renewals and Contracts**

1. Consulting Contract with Curtis D. Pollock (Renewal - Measure P Consultant)

##### **D. Donations**

1. None

#### **VI. INFORMATION**

##### **A. City of Gustine MOU Agreement**

##### **B. Board Measure P Sub Committee**

#### **VII. COMMUNICATION FROM THE PUBLIC**

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

#### **VIII. ACTION**

##### **A. GMS 2017-18 Student Handbook**

Recommendations:

It is recommended that the Board of Education approve the GMS Student Handbook.

##### **B. Prohibiting Outside Vendors from Delivering Meals onto any GUSD Campus**

Recommendations:

It is recommended that the Board of Education approve Prohibiting Outside Vendors from Delivering Meals onto any GUSD Campus.

**C. Measure P – DSA Requirements**

**Recommendations:**

It is recommended that the Board of Education approve the Measure P – DSA Requirements.

**IX. ADVANCED PLANNING**

**A. Regular Board Meeting, August 9, 2017 @ 6:00 p.m.**

**X. ADJOURN TO CLOSED SESSION (If needed)**

**XI. RECONVENE TO OPEN SESSION**

**XII. REPORT FROM CLOSED SESSION**

**XIII. ADJOURNMENT**

# CONSENT AGENDA

# **YEARLY CONTRACT RENEWALS**

# **GUSTINE UNIFIED SCHOOL DISTRICT**

**Meeting of the Board of Trustees**

**MEETING DATE:**

July 17, 2017

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**AGENDA ITEM TITLE:** Consulting Contract with Curtis D. Pollock (Renewal-Measure P Consultant)

**AGENDA SECTION:** Consent

**PRESENTED BY:** Lizett Aguilar, CBO

**RECOMMENDATIONS:**

It is recommended the Board approve the consulting contract with Curtis D. Pollock, a renewal for Measure P consulting services, commencing September 1, 2017 and ending August 31, 2018.

**SUMMARY:**

Curtis D. Pollock has been providing consulting fiscal services at Gustine Unified for Measure P for the past 2 years. Curtis has provided valuable services to the district's Measure P accounting system set-up, tracking, monitoring, reporting, and fiscal oversight. After the inception of Measure P, Curtis worked with staff to set up the accounting tracking system to track and monitor Measure P expenses. Curtis continues to provide oversight and recommendations by reviewing invoices, contracts, and all ongoing expenditures of Measure P. Curtis also assists with ongoing reporting and categorizing of Measure P expenses.

Prior to consulting with Curtis, staff was considering a recommendation for bond accounting software to track, monitor, and report Measure P expenses. The software was much more costly than Curtis' services. Curtis' services have been much more personalized and informative to staff as compared to what a software system would have provided.

Curtis has many years of experience as a CBO in school districts working with Bond accounting and finances, as well as experience at the State Department of Education and at School Services of California. Along with his experience, Curtis is an advocate of public school districts, serving as a board member himself in his community. He brings an approach that seeks to help school districts obtain the most value for their bond dollars and he has been very valuable for district personnel in the tracking, monitoring, and reporting of Measure P expenses.

**FISCAL IMPACT:** Not to exceed \$13,500, plus expenses

**BUDGET CATEGORY:** Measure P

## **CONSULTING CONTRACT**

This is an agreement between the **GUSTINE UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **CURTIS D. POLLOCK**, hereinafter referred to as "Consultant," entered into as of September 1, 2017.

### **RECITALS**

**WHEREAS**, the Client needs assistance regarding the support of a financial accounting system, associated fiscal monitoring, fiscal oversight, and report development; and

**WHEREAS**, 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. The Consultant agrees to assist the Client in supporting a financial accounting system, associated fiscal monitoring, fiscal oversight, and report development.

Services to be provided include:

- Monitoring individual project budget spreadsheets detailing the various revenue sources funding the project and the individual expenditure codes for use by the CBO.
  - Oversee final financial close out of all projects including any meetings and correspondence with the Office of Public School Construction
  - Additional related services to be provided as agreed upon by the consultant and the CBO. If additional related services exceed base agreement, additional compensation will be agreed upon prior to the start of the additional services.
2. The Client agrees to pay the Consultant a rate of \$100 per hour and \$50 per hour for travel time not to exceed \$13,500, plus expenses, upon receipt of billing from Consultant. "Expenses" are defined as actual cost of lodging and mileage based on the current IRS allowable rate.

3. This Agreement shall be for the period commencing September 1, 2017 and ending August 31, 2018. The contract can be renewed annually by mutual agreement of both parties. It may be terminated at any time prior to August 31, 2018, by either party on thirty (30) days written notice. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation.
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: \_\_\_\_\_

Bill Morones, Superintendent  
Gustine Unified School District

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Curtis D. Pollock  
President

DATE: \_\_\_\_\_

**Curtis D. Pollock**  
**Education Facilities Consultant**  
**Oakhurst, CA**

WORK EXPERIENCE:

- 7/06 to present      Private Consultant
- Working with various California school districts and county offices of education focusing on facilities and maintenance projects, close out of OPSC funded construction projects, and various fiscal matters.
- 3/05 to 7/06      Chief Business Official  
Rio Linda Union School District - Sacramento
- Administrator over fiscal services, facilities, maintenance and operations, food services, and transportation. Supervised staff of 17 in Business Office. Obtained funding to modernize all 22 schools.
- 6/95 to 03/05      Director, Management Consulting Services  
School Services of California, Inc.
- Provided fiscal expertise to numerous California school districts including various FCMAT related workshops and studies.
- 11/93 to 6/95      Director of Fiscal Services  
Sonoma County Office of Education
- Same responsibilities as listed below with the addition of the County School Service Fund funds.
- 8/90 to 10/93      Director of External Fiscal Services  
Sonoma County Office of Education
- Main responsibilities include monitoring 42 school district budgets making recommendations to the County Superintendent on possible actions to be taken to bring them into compliance with AB 1200, consulting with school districts on fiscal matters including school district budgets, interim reports, and related reports.
- 11/89 to 8/90      Managing Partner  
Pollock and Pollock
- Worked with school districts and county offices in Sacramento, Shasta, and Sonoma counties.

7/88 to 11/89

Assistant Superintendent for Business Services and Employer/Employee Relations  
Natomas Union School District - Sacramento

Developed and monitored the seven fund/\$20,000,000 budget of the school district, inserviced office staff and site administrators on proper budget monitoring, acted as chief negotiator for the school district for both certificated and classified negotiations, reported to governing board and superintendent regarding legislation and its impact on the district, and completed all State financial reports including revenue limits, J-50's, and attendance reports.

7/86 to 7/88

Business Manager  
Natomas Union School District - Sacramento

Duties identical to those mentioned above with the exception of negotiations.

7/85 to 7/86

FMAC Special Projects Consultant  
State Department of Education

Assisted with the development of new statewide accounting system for school districts and county offices of education as well as planning and organizing the training sessions for pilot districts. Developed the J-380 and the J-200 forms as a part of the FMAC team.

7/84 to 7/85

Private Consultant

Main emphasis in the areas of school finance and accounting as well as preparation and documentation of State required reports.

7/81 to 7/84

Chief, Apportionments and Reports  
Sacramento County Office of Education

Developed and/or reviewed all financial reports for all school districts in the county, presented reports to various school boards, trained district personnel on proper calculation of revenue limits, J-50's, and all State required financial reports.

7/74 to 7/81

Various positions with the State Department of Education

Most recent position held was Staff Analyst with the Local Assistance Bureau responsible for attendance documents as well as other apportionment data.

## WORKSHOPS AND PRESENTATIONS:

- 9-11/93 ASSISTANT PROFESSOR - SONOMA STATE UNIVERSITY  
Coordinated the Practicum for the final class at Sonoma State University for school business certificate program.
- 6-7/93 ASSISTANT PROFESSOR - SONOMA STATE UNIVERSITY  
Coordinated the Practicum for the final class at Sonoma State University for school business certificate program.
- 4/93 66TH ANNUAL CASBO CONFERENCE - FRESNO  
Presented workshop: "Internal Control Update"
- 4/93 CASH WORKSHOP - MANAGING CONSTRUCTION CONTRACTS - SACRAMENTO AND ONTARIO  
Presented half hour introduction to update attendees on proper accounting for State School Building program.
- 1-2/93 ASSISTANT PROFESSOR - SONOMA STATE UNIVERSITY  
Taught classes on the "Contemporary School Business Manager" at Sonoma State University for school business certificate program.
- 1/93 ACSA WINTER CONFERENCE - REDDING  
Presented workshop on the "Fiscal Challenges of the 90's" reviewing the fiscal crisis facing school districts in the 90's.
- 10-11/92 CASBO PROFESSIONAL DEVELOPMENT WORKSHOPS  
Presented five day-long statewide workshops on the topic of school construction accounting in San Diego, Ontario, Fresno, Sacramento, and Santa Clara.
- 10/92 ASBO INTERNATIONAL ANNUAL CONFERENCE - ONTARIO, CA  
Presented roundtable discussions on the "Politics of Fund Balance" for 55 participants
- 6-8/92 CASH WORKSHOP - MANAGING CONSTRUCTION CONTRACTS - SACRAMENTO AND ONTARIO  
Presented half hour introduction to update attendees on proper accounting for State School Building program.
- 4/92 ASSISTANT PROFESSOR - SONOMA STATE UNIVERSITY  
Taught hands-on school district budgeting at Sonoma State University for school business certificate program.
- 4/92 24TH ANNUAL CASTO CONFERENCE - ROHNERT PARK  
Presented workshop: "AB 876 - Special Ed Transportation"
- 3/92 65TH ANNUAL CASBO CONFERENCE - SAN DIEGO  
Presented workshop: "Timelines and Guidelines"

2/92 CASBO SACRAMENTO MINI CONFERENCE  
Presented workshop: "Internal Control or Don't Take The Petty Cash To Lake Tahoe"

1-3/92 ASSISTANT PROFESSOR - SONOMA STATE UNIVERSITY  
Taught school accounting and auditing at Sonoma State University for school business certificate program.

10-11/91 CASBO PROFESSIONAL DEVELOPMENT WORKSHOPS  
Presented seven day-long statewide workshops on the topic of school construction accounting in Santa Rosa, Ontario, Fresno, Sacramento, Redding, Santa Clara, and Ontario.

5/91 CASBO SACRAMENTO MONTHLY MEETING  
Presented skit and workshop:  
"Internal Control, Year-end Closing, School Construction Accounting and Timelines and Guidelines"

4/91 64TH ANNUAL CASBO CONFERENCE - ANAHEIM  
Presented workshop: "Update on School Facilities Construction Accounting"  
Presented workshop: "Timelines and Guidelines"

2/91 CASBO SACRAMENTO MINI CONFERENCE  
Presented workshop: "Update on School Facilities Construction Accounting"  
Presented workshop: "Timelines and Guidelines"

11/90 ACSA REGION I ANNUAL CONFERENCE - RENO  
Presented workshop: "Pilot Budget Adoption"  
Presented workshop: "Criteria and Standards"

10/90 CASBO REDDING CONFERENCE  
Presented workshop: "Update on School Facilities Construction Accounting"

4/90 63RD ANNUAL CASBO CONFERENCE- MONTEREY  
Presented workshop "School Construction Accounting Manual"

2/90 CASBO SACRAMENTO MINI CONFERENCE  
Presented workshop: "There's help when you need it!"

11/89 ACSA REGION I ANNUAL CONFERENCE - RENO  
Presented workshop: "Internal Control"  
Presented workshop: "Lottery-The Schools Win or Do They?"

10/89 CASBO REDDING CONFERENCE  
Presented workshop: "Leroy-Greene Accounting"

4/89 62ND ANNUAL CASBO CONFERENCE - LAKE TAHOE  
Presented workshop: "Leroy-Greene Accounting"

2/89 CASBO SACRAMENTO MINI CONFERENCE  
Presented workshop: "Leroy-Greene Accounting"

10/88 CASBO REDDING CONFERENCE  
Presented workshop: "Year-end closing Procedures"

4/88 61ST ANNUAL CASBO CONFERENCE - FRESNO  
Presented workshop: "Year-End Closing Procedures"

2/88 CASBO SACRAMENTO MINI CONFERENCE  
Presented workshop: "Year-End Closing Procedures"

2/88 STATE DEPARTMENT OF EDUCATION FISCAL POLICY WORKSHOPS  
One of the site facilitators for the statewide fiscal policy workshops.

11/87 STATE FMAC TELECONFERENCE  
Site facilitator in Susanville

11/87 CASBO REDDING CONFERENCE  
Presented workshop: "Lottery - Who's the winner?"

10/87 ASBO INTERNATIONAL ANNUAL CONFERENCE - SAN ANTONIO  
Presented 6 roundtable discussions with a total of 57 participants on the topic of Internal Control.

3/87 60TH ANNUAL CASBO CONFERENCE - SAN DIEGO  
Presented workshop: "Internal Control"

4/86 59TH ANNUAL CASBO CONFERENCE - ANAHEIM  
Assisted with State presentation on the new State accounting procedures.

# INFORMATION ITEMS

## **JOINT USE OF RECREATION FACILITIES**

### **AGREEMENT BETWEEN THE CITY OF GUSTINE (CITY) AND THE GUSTINE UNIFIED SCHOOL DISTRICT (DISTRICT) FOR THE JOINT USE OF DISTRICT AND CITY FACILITIES FOR CITY AND SCHOOL USE**

This Agreement is entered into by and between the City of Gustine ("City"), and the Gustine Unified School District ("District"). The City and District are sometimes individually referred to as a "party" and collectively as "parties."

#### **Recitals**

WHEREAS, the Community Recreation Act (California Education Code sections 10900 through 10914.5) authorizes school districts and cities to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and

WHEREAS, the California Civic Center Law (California Education Code sections 38130-38138) establishes a civic center at every school for use by citizens for a variety of purposes, including recreation; and

WHEREAS, the District is the owner of real property in the City, including facilities and active use areas that are capable of being used by the City for community recreational purposes; and

WHEREAS, the City is the owner of real property in the City, including facilities and active use areas that are capable of being used by the District for school recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

WHEREAS, California Education Code section 10905 authorizes the governing bodies to enter into agreements with each other to promote the health and general welfare of the community and to enhance the recreational opportunities afforded to the community; and

NOW, THEREFORE, the District and the City agree to cooperate with each other as follows:

#### **1. Term**

This Agreement will begin on July 1, 2017 and will continue for a period of one year, and then shall be automatically renewed on a yearly basis unless sooner terminated as provided for hereinafter in Section 19.

## **2. Effective Date**

This Agreement shall be effective upon July 1, 2017 and upon inspection of affected property as described hereinafter in Section 3 by District and City officials.

## **3. Cooperative Agreement**

As provided herein, the District and the City hereby agree to cooperate in coordinating programs and activities conducted on all of their respective properties and in all of their respective facilities listed on Exhibit A ("District Property") and Exhibit B ("City Property"). The District and the City shall have the right to add or exclude properties during the term of this Agreement, provide that any such change shall be in writing and approved by both the District and the City. Reference to District Property or City Property in this Agreement shall include the facilities and the property upon which the facilities are located. As used in this Agreement, "Owner" shall mean the party to this Agreement that owns a particular property and/or facility covered by this Agreement, and "User" shall mean the other party using the Owner's property and/or facility under the terms of this Agreement. "Public Access Hours" shall mean the hours during which the City or third parties use District Property.

## **4. Permitted Uses**

### **a. District Property**

#### **i District Use**

The District shall be entitled to the exclusive use of District Property for public school and school-related educational and recreational activities, including summer school, and at such other times as District Property is being used by the District or its agents.

At all other times and subject to the schedule developed by the City and District, District will permit City to use District Property, without charge, for City educational and recreational activities and/or programs.

#### **ii City Use**

At all other times and subject to the schedule developed by the City and the District, the City will be entitled to use District Property, without charge, for community recreational and educational purposes for the benefit of District students, the District, and the City at large. The City's obligations under this Agreement shall not apply to non-City-organized third parties using District Property. The City shall enforce all District rules, regulations, and policies provided by the District while supervising community recreational activities on District Property. In planning programs and scheduling activities on school grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected.

#### **iii Third Party Use**

The City and the District agree that in providing access to District Property for use

other than by the District or the City, the following priorities for use shall be established:

- Category 1: Activities for youth
- Category 2: City adult programs or activities
- Category 3: Other adult programs or activities

**b. City Property**

- i The City shall be entitled to priority use of City Property for the regular conduct of park, recreation, and community service activities and/or programs sponsored by the City.

At all other times and subject to the schedule developed by the City and District, City will permit District and any non-profits and other organizations whose mission is primarily to support District athletics or other extracurricular groups or clubs to use City Property, without charge, for District educational and recreational activities and/or programs. Non-profits and organizations eligible for use of City Property under this subsection shall be determined by City with input from the District. District shall be responsible for ensuring such non-profits and organizations comply with all terms and conditions of this agreement.

- ii District Use

At all other times and subject to the schedule developed by the City and the District, the District will be entitled to use City Property, without charge, for community recreational and educational purposes for the benefit of District students, the District, and the City at large. The District's obligations under this Agreement shall not apply to non-District-organized third parties using City Property. The District shall enforce all City rules, regulations, and policies provided by the City while supervising community recreational activities on City Property. In planning programs and scheduling activities on park grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected.

- iii Gustine Community Pool

During the normal school year, while is in session, the City is not responsible for providing lifeguards at the pool for any event. However, if the District decides to use the pool, the District must provide to the City a list of current qualified and certified lifeguards the District would be using for that event. The documents would be required 30 days in advance of the event.

**5. Compliance with Law**

- a. All use of District and City Property shall be in accordance with state and local law. In the case of a conflict between the terms of this Agreement and the requirements of state

law, the state law shall govern. Any actions taken by the District or the City that are required by state law, but are inconsistent with the terms of this Agreement shall not be construed to be a breach or default of this Agreement.

## **6. Communication**

### **a. Designation of Employees**

The District and the City shall respectively designate an employee with whom the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement.

### **b. Joint Use Interagency Team**

The District and the City shall establish a Joint Use Interagency Team ("Interagency Team"), composed of staff representatives of the District and the City, to develop the schedule for use of District and City Property, to recommend rules and regulations for the District and City to adopt to implement this Agreement, to monitor and evaluate the joint use project and Agreement, and to confer to discuss interim problems during the term of the Agreement.

- i The Interagency Team shall hold conference calls or meetings monthly to review the performance of the joint use project and to confer to discuss interim problems during the term of the Agreement. If the Joint Use Interagency Team is unable to reach a solution on a particular matter, it will be referred to the City Manager and the School Superintendent, or their designees, for resolution.
- ii The Interagency Team shall review the Agreement by May 1st each year to evaluate the joint use project, determine changes to the schedule, and to propose amendments to this Agreement, if necessary.

## **7. Scheduling Use of Property**

### **a. Master Schedule**

The District and City shall develop a master schedule for joint use of District and City Property to allocate property use to the District and City. At regular Interagency Team these meetings or conference calls, the District and City will review and evaluate the status and condition of jointly used properties and modify or confirm the upcoming year's schedule. District and City understand and agree that City Property and District Property shall only be available for use by the other party when it is available for such. However, once the User has scheduled use of the property from the Owner, Owner shall not use the property or allow any third party to use the property during such scheduled time.

**b. Scheduling of City Property**

The City shall have the responsibility for scheduling the use of City Property when the City and the District are not using the City Property.

**c. Scheduling of District Property**

The District shall be responsible for scheduling third party use of District Property using the priorities established in section 4(a) (iii). The use of District Property shall be in accordance with the most recent regular procedures of the District for granting permits for the use of school facilities, as set forth in the District's policy, attached hereto as Exhibit C and incorporated herein by reference, as it may be amended from time to time, or as otherwise provided by this Agreement.

**8. Documentation and Allocation of Operational Costs**

**a. Tracking Use of Facilities**

The District and the City shall each track use of their respective properties under this Agreement.

**b. Documentation of Costs**

The District and the City shall maintain records of costs associated with the Agreement. Each party shall provide to the other party an accounting on an annual basis of all costs associated with the Agreement.

**c. Payment of Overtime**

Each party shall bear the cost of any overtime incurred by their employees in carrying out this Agreement.

**9. Fees and Charges**

**a. Fees**

The City or District may charge rental fees to third-party users of District Property organized by City or District to cover any administrative and maintenance costs which the District or the City may incur. Any fees and charges shall be assessed according to state law.

**b. Documentation of Fees**

The District and the City shall maintain records of fees collected under this Agreement. Each party shall provide to the other party an accounting on an annual basis of all fees collected under this Agreement.

**c. Annual Review of Benefits**

The District and City shall annually review the exchange of benefits based upon hours of use, costs, fees and charges, or capital investments. Any compensation for an imbalance in joint use programming costs shall occur through a meet and confer process between City and District.

**10. Improvements**

- a. The District shall obtain prior written consent of the City to make any alterations, additions, or improvements to City Property; the City shall obtain prior written consent of the District to make any alterations, additions, or improvements to District Property.
- b. Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon.
- c. Each party may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by the other party at the expiration or termination of this Agreement. "Good cause" includes reasons of health, safety, or the District's need to use the District Property for educational purposes or the City's need to use City Property for municipal purposes.

**11. Interagency Training**

The District and the City shall operate a joint training and orientation program for key personnel implementing this Agreement. The District and the City shall be responsible for ensuring their employees attend the training.

**12. Supervision, Security, and Inspections**

**a. Supervision and Enforcement**

Each User shall train and provide an adequate number of competent personnel to supervise all activities on the Owner's Property. The User shall enforce all of the Owner's rules, regulations, and policies while supervising activities or programs on the Owner's Property.

**b. Security**

The Owner shall provide the User with access to the Owner's Property. The Owner will provide keys, security cards, and training as needed to the User's employee(s) responsible for opening and locking the Owner's Property while supervising activities or programs.

**c. Inspection and Notification**

The User shall inspect the Owner's Property after use to ensure that these sites are returned in the condition they were received. The User shall ensure that the Owner is

notified within 24 hours in the event that Owner's Property suffers damage during User's use. Such notification shall consist of sending written notification by letter, facsimile, or email to the Owner's designated employee identifying the damaged property, date of detection, name of inspector, description of damage, and estimated or fixed costs of repair or property replacement.

### **13. Supplies**

The User shall furnish and supply all expendable materials necessary to carry out its programs while using the Owner's Property.

### **14. Maintenance, Custodial Services, and Toilet Facilities**

#### **a. Maintenance**

The User agrees to exercise due care in the use of the Owner's Property. The User shall during the time of its use keep the Owner's Property in neat order.

The Owners shall be responsible for the regular maintenance, repair, and upkeep of their respective Properties.

The District shall perform normal maintenance of all indoor property, playground and blacktop or other facility properties at basic level of service subject to normal wear and tear. The District shall notify the City of any known change in condition of these Properties. The District shall be responsible for all ball field preparation before games. District shall be responsible for all additional maintenance that they deem necessary. Prior approval by the City Manager or his/her designee is required.

The City shall provide regular maintenance of playing fields at Schmidt Park, including the irrigation and drainage systems and turf around the field perimeter and fences. Such regular maintenance shall consist of mowing, edging and spraying of Schmidt Park.

The City shall be responsible for the regular maintenance, repair, and upkeep of City Property.

#### **b. Custodial**

The Owner shall make its trash receptacles available during the User's use of Owner's Property. The User shall encourage community users to dispose of trash in the trash receptacles during Public Access Hours.

#### **c. Toilet Facilities**

The City shall place temporary, portable, restroom facilities at the District's Outdoor Properties at the discretion of the District. It shall be the responsibility of the City to maintain these facilities.

If toilet facilities are available on District Property they shall be made available to the event.

## **15. Parking**

During Public Access Hours, the District shall make available for public parking the parking facilities listed in Attachment A and B to this Agreement.

## **16. Restitution and Repair**

The User shall make restitution for the repair of damage to the Owner's Property during User's use of Owner's Property.

### **a. Inspection and Notification**

The User shall, through its designated employee, inspect and notify the Owner, of any damage, as described above in subsection 12(c).

### **b. Repairs**

Except as mutually agreed, the User shall not cause repairs to be made for any property, facility, building, or item of equipment for which the Owner is responsible. The Owner agrees to make such repairs within the estimated and/or fixed costs agreed upon. If it is mutually determined or if it is the result of problem-resolution under section 16(d) of this Agreement that the User is responsible for the damage, then the User agrees to reimburse the Owner at the estimated and/or fixed costs agreed upon.

### **c. Reimbursement Procedure**

The Owner shall send an invoice to the User's designated employee within seven (7) days of completion of repairs or replacement of damaged Property. The invoice shall itemize all work hours, equipment, and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor's itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. The User shall reimburse the Owner within thirty (30) days from receipt of such invoice.

### **d. Disagreements**

The User shall retain the right to disagree with any and all items of damage to buildings or equipment as identified by the Owner, provided this disagreement is made within seven (7) days after a first notification.

- i The User shall notify the Owner of any disagreements in writing by letter, facsimile, or email to the District's designated employee. The User shall clearly identify the reasons for refusing responsibility for the damages. Failure to make the disagreement

within the prescribed time period shall be considered as an acceptance of responsibility by the User.

- ii After proper notification, members of the Joint Use Interagency Team, or other designated representatives of the City and District, shall make an on-site investigation and attempt a settlement of the disagreement.
- iii In the event an agreement cannot be reached, the matter shall be referred to the City Manager and School Superintendent, or their designees, for resolution.
- iv The Owner shall have the right to make immediate emergency repairs or replacements of Property without voiding the User's right to disagree.

#### **17. Liability and Indemnification**

- a. The City shall defend, indemnify, and hold the District, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents or employees.
- b. The District shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents or employees.

#### **18. Insurance**

The District and the City agree to provide the following insurance in connection with this Agreement.

- a. Commercial General Liability for bodily injury and property damage, including Personal Injury and Blanket Contractual, with limits of \$1,000,000.00 (one Million dollars) per occurrence.
- b. Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least \$1,000,000. Each Party shall submit a Waiver of Subrogation endorsement in favor of the other Party, its officers, agents, employees, and volunteers.
- c. Documentation of Insurance. The District and the City shall provide to each other a certificate of insurance each year this Agreement is in effect showing proof of the above coverage. In the event the District or the City is self-insured for the above coverage, such

agency shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in connection with joint use facilities in the above amounts.

#### **19. Termination**

This Agreement may be terminated at any time prior to its expiration, for any reason upon 45 days written notice.

#### **20. Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

#### **21. Amendments**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

“City”

CITY OF GUSTINE

“District ”

GUSTINE UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Doug Dunford, City Manager

By: \_\_\_\_\_  
Bill Morones, Superintendent

## **EXHIBIT A**

### City of Gustine Properties

1. Schmidt Park, 801 Linden Avenue
2. Gomen Center, 745 Linden Avenue
3. Peterson Shelter, 801 Linden Avenue
4. Library Room, 205 Sixth Street
5. Cooking Area of Henry Miller Park, 600 Third Avenue
6. Henry Miller Park, 600 Third Avenue
7. Gustine Pool, 600 Third Avenue; Gustine Soccer Fields, 1370 Jensen Road
8. Parades on City Streets,
  - a. Fifth Street
  - b. Grove Avenue
  - c. North Avenue

## **EXHIBIT B**

### Gustine Unified School District Properties

1. Gustine High School, 501 North Avenue
2. Gustine High School Football Field, 501 North Avenue
3. Gustine High School Baseball Fields
4. Gustine High School Gym, 501, North Avenue
5. Gustine High School Auditorium, 501 North Avenue
6. Old Gustine Middle School Fields, 685 Wallis Avenue
7. Old Gustine Middle School Gym, 685 Wallis Avenue
8. Old Gustine Middle School Rooms, 685 Wallis Avenue
9. Gustine Middle School Fields, 28075 Sullivan Road
10. Gustine Middle School Gym, 28075 Sullivan Road
11. Gustine Elementary School Gym, 2806 Grove Avenue
12. Gustine Elementary School Fields, 2806 Grove Avenue

# ACTION ITEMS

# GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

July 17, 2017

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**AGENDA ITEM TITLE:** GMS Student Handbook (2017-2018)

**AGENDA SECTION:** Action

**PRESENTED BY:** Peter Duenas, Principal

**RECOMMENDATION:**

It is recommended that the Board of Education approve GMS Student Handbook (2017-2018).

**SUMMARY:**

The proposed student handbook is presented for your consideration. For the 2017-2018 school year, GMS has adapted the GHS student handbook and made it both consistent with the student behavioral expectations presented at Gustine High School, as well as making the handbook appropriate for GMS' needs. GMS respectfully requests that the board of trustees take action to approve this student handbook.

**FISCAL IMPACT:** None

**BUDGET CATEGORY:** NA

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# Gustine Middle School

## Student Handbook

### 2017-2018

Phone: (209) 854-5030

Fax: (209) 854-9592

28075 Sullivan Road, Gustine, CA 95322

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#### THE MISSION

The Mission of Gustine Middle School is:

***Preparing Students for the Future . . . Today! This is truly the mission of the Board of Trustees, administrators, teachers, and staff. We invite you to join in our mission to prepare students so they may have choices about their future. Become involved in the education of your student and the students of Gustine. Together we can make a difference in the lives of children.***

#### THE VISION

As the educational center of our community, Gustine Middle School provides a safe, orderly, and supportive environment which offers challenging and equitable opportunities for all students; fosters academic achievement of all students while developing vocational and interpersonal skills required for success in a rapidly changing and technological world; instills a strong work ethic and respect for the community effort while preparing students for active and productive roles in society as adults; and promotes individual dignity, integrity, and respect for diversity.

#### THE VALUES

**Education:** a lifelong process of learning through active involvement

**Responsibility:** acceptance for learning, actions, behavior; self-discipline

**Mutual Respect:** consideration for others

**Integrity:** honesty, ethics, credibility, straight talk

**Excellence:** high academic standards, quality, doing one's best.

**BOARD OF TRUSTEES**

**Kevin Cordeiro – Trustee**  
**Cricket Brinkman – President**

**Pat Rocha- Trustee**  
**Loretta Rose- Trustee**  
**Trustee Area #5 Vacant**

**ADMINISTRATION****DISTRICT**

**Bill Morones** .....Superintendent  
**Sara Gomez** .....Superintendent's Secretary  
**Lizett Aguilar** .....Fiscal Analyst/Business Manager  
**Patricia King** .....Personnel  
**Marisol Juarez** .....Human Resources  
**Hugo Luna** .....Business Services

**GUSTINE MIDDLE SCHOOL**

**Peter Duenas** .....Principal  
**Jennifer Hanshew** .....Assistant Principal  
**Horacio Mercado** .....School Counselor  
**Kathy Orozco** .....Secretary  
**Mario Madrigal** .....Attendance Clerk

## Monday Schedule

### 6<sup>th</sup> Grade:

Period	Start Time	End Time	Instructional Time	Passing
Period 1	8:05	8:52	47 minutes	3 minutes
Period 2	8:55	9:42	47 minutes	NA
Break	9:42	9:52		3 minutes
Period 3	9:55	10:42	47 minutes	NA
Lunch A	10:42	11:22		3 minutes
Period 4	11:25	12:12	47 minutes	3 minutes
Period 5	12:15	1:02	47 minutes	3 minutes
Period 6	1:05	1:52	47 minutes	Dismissal

### 7<sup>th</sup> and 8<sup>th</sup> Grade:

Period	Start Time	End Time	Instructional Time	Passing
Period 1	8:05	8:52	47 minutes	3 minutes
Period 2	8:55	9:42	47 minutes	NA
Break	9:42	9:52		3 minutes
Period 3	9:55	10:42	47 minutes	3 minutes
Period 4	10:45	11:32	47 minutes	NA
Lunch B	11:32	12:12		3 minutes
Period 5	12:15	1:02	47 minutes	3 minutes
Period 6	1:05	1:52	47 minutes	Dismissal

## Tuesday-Friday Schedule

### 6<sup>th</sup> Grade:

Period	Start Time	End Time	Instructional Time	Passing
Period 1	8:05	8:58	53 minutes	3 minutes
Period 2	9:01	9:54	53 minutes	NA
Break	9:54	10:04		3 minutes
Period 3	10:07	11:00	53 minutes	NA
Lunch A	11:00	11:40		3 minutes
Period 4	11:43	12:36	53 minutes	3 minutes
Period 5	12:39	1:32	53 minutes	3 minutes
Period 6	1:35	2:28	53 minutes	Dismissal

### 7<sup>th</sup> and 8<sup>th</sup> Grade:

Period	Start Time	End Time	Instructional Time	Passing
Period 1	8:05	8:58	53 minutes	3 minutes
Period 2	9:01	9:54	53 minutes	NA
Break	9:54	10:04		3 minutes
Period 3	10:07	11:00	53 minutes	3 minutes
Period 4	11:03	11:56	53 minutes	NA
Lunch B	11:56	12:36		3 minutes
Period 5	12:39	1:32	53 minutes	3 minutes
Period 6	1:35	2:28	53 minutes	Dismissal

### Minimum Day

Period	Start Time	End Time	Instructional Time	Passing
Period 1	8:05	8:41	36 minutes	3 minutes
Period 2	8:44	9:20	36 minutes	3 minutes
Period 3	9:23	9:59	36 minutes	NA
Break	9:59	10:09		3 minutes
Period 4	10:12	10:48	36 minutes	NA
Period 5	10:51	11:27	36 minutes	3 minutes
Period 6	11:30	12:05	35 minutes	3 minutes
Lunch	12:05	12:35		Dismissal

## **WELCOME**

**The Gustine Middle School staff, faculty, and students have created this handbook to provide students and parents with important information about “campus life” at GMS.**

**It is important for students and their parents to familiarize themselves with our school campus and policies/procedures and the many curricular and extra-curricular opportunities available to all members of our student body. We encourage students to take advantage of the various activities that are offered throughout the year. It’s every student’s responsibility to get involved.**

**Teachers, administrators and ASB officers are here to assist and support all students’ academic and extra-curricular endeavors.**

**Students’ middle school experiences are unique and special, so we encourage all students to do their absolute best at creating a memorable and productive experience. Remember these three principles to live by:**

- **Study hard**
- **Laugh often**
- **Keep your Honor**

**Enjoy a great year – GMS Staff and Administration**

### **BUS ONLY SCHOOL**

GMS is a bus only school. Students are not permitted to walk to and from school. Children must ride school district provided school busses, or be dropped off and picked up by parents/guardians.

### **HOME-SCHOOL CONNECTION**

Parents, students, and schools work together to ensure the success of all students. When everyone – parents, students, and school staff – takes responsibility and ownership for quality education, all students can reach their highest potential. The Home/School Connection fosters communication among all stakeholders: the community, school, parents, and students.

**Students will be responsible for:**

1. Mastering the knowledge and skills needed to successfully meet graduation requirements and career goals;
2. Completing all class assignments to the best of their ability;
3. Attending school/teacher tutorials to prepare for an upcoming test, to make up any tests or projects, or to receive extra help;
4. Completing homework daily;
5. Reading at least 20 minutes four times a week outside the classroom;
6. Showing respect to all adults and peers, respect for property;
7. Following all school and class rules;
8. Coming to class on time, every day;
9. Asking for help from an adult at school when needed;
10. Giving parents accurate reports, on a weekly basis, about progress in school.

**Gustine Middle School District and Staff** will be responsible for:

1. Providing a safe, orderly, learning environment;
2. Providing quality curriculum, which meets state guidelines and appropriately challenges all students;
3. Providing instruction, which involves all students in the learning process.
4. Establishing and maintaining learning performance goals and assisting students in reaching these goals;
5. Providing after-school tutorials so that students can master materials to maintain passing grades;
6. Continuing on-going planning, review, and improvement of school activities and programs which reinforce student learning, character, leadership development, and athletic ability;
7. Informing parents and students of school rules and classroom expectations;
8. Providing regular progress reports regarding student achievement to parents;
9. Working with parents as a partner in assisting students in achieving high academic progress, setting appropriate goals, and promoting student citizenship and responsibility;
10. Providing two-way communication between home and school and making home contacts as needed.

**Parents** will be responsible for:

1. Ensuring that their son/daughter studies/reads for at least one hour, five days a week;
2. Checking homework to ensure completion of assignments;
3. Requiring son/daughter to attend school unless ill; and to avoid needless checkouts;
4. Reinforcing school rules and expectations at home;
5. Helping show how education relates to a future career;
6. Praising son/daughter for what he/she is doing right;
7. Working with son/daughter to set realistic goals for areas of improvement;
8. Contacting school staff as needed regarding any and all concerns;
9. Stressing the value and excitement of learning.

**The community** is urged to be responsible for:

1. Advocating high academic, social, and behavioral standards for students;
2. Encouraging student academic achievement and regular school attendance;
3. Providing a safe, healthy, and nurturing community environment;
4. Maintaining a supportive community infrastructure;
5. Providing adequate fiscal support;
6. Lobbying local and state governmental entities for fiscal and legislative support of our local schools;
7. Presenting exemplary adult role models for our youth.

# **GUSTINE MIDDLE SCHOOL MISSION STATEMENT**

The mission of Gustine Middle School is to promote students with the academic, technological, and social skills needed to become responsible and productive citizens. Students will be taught grade-level curriculum every day that is effectively delivered, aligned to Common Core State Standards within a Safe environment.

## **GUSTINE UNIFIED SCHOOL DISTRICT BELIEF STATEMENTS**

### **The mission of the Gustine Unified School District:**

*Preparing students for the future... today!*

*This is truly the mission of the Board of Trustees, administrators, teachers, and staff. We invite you to join in our mission to prepare students so they may have choices about their future. Become involved in the education of your student and the students of Gustine. Together we can make a difference in the lives of children.*

### **BELIEF STATEMENTS**

1. We believe that high expectations yield high results.
2. We believe that every individual is unique, has worth, and has the right to be free from discrimination.
3. We believe all students can learn and achieve.
4. We believe that learning is a life-long process.
5. We believe that everyone has the right to a safe, secure, and well-maintained environment.
6. We believe that encouragement, enthusiasm and motivation are essential for success.
7. We believe that honesty, integrity, hard work, and perseverance are cornerstones of good character.
8. We believe that the partnership of schools, parents and community enriches society.
9. We believe that excellence in education is essential to our country's democracy.
10. We believe in the value of cultural diversity.

## **STUDENT ID CARDS AND AERIES PHOTOS**

Each student will be given an ID card free of charge at the beginning of the school year and must carry the card during the school day and at all other school sponsored activities. Students must present their ID cards upon request by any staff member. Replacement cards will be available for a nominal charge. Students who enroll in school during the school year must obtain a student ID card upon enrolling. Students, who do not have photos in the Aeries Database System, will be notified immediately to make arrangements for a photo to be taken and uploaded into the system. This is a mandatory requirement safety issue and must be complied with.

## **STUDENT EXPECTATIONS**

Gustine Middle School students are expected to exemplify good conduct and classroom behavior. These behaviors are expected at all activities, on or off campus. If a student violates the good conduct standards of Gustine Middle School, disciplinary measures will be taken.

### **STATE LAW AND GUSTINE MIDDLE SCHOOL REGULATIONS FORBID:**

- Caused, attempted, or threatened physical injury to another person
- Possessed, sold or otherwise furnished firearms, knives, explosives or any other dangerous items
- Possess, used sold, furnished or under the influence of any controlled substance
- Offered, arranged or negotiated to sell any controlled substance
- Committed or attempted to commit robbery or extortion
- Caused or attempted to damage school and or private property
- Stolen or attempted to steal school and or private property
- Possessed or used tobacco or any other nicotine products
- Committed an obscene act or engaged in profanity or vulgarity
- Possessed or offered, arranged or negotiated to sell any drug paraphernalia
- Defied the valid authority of any or all school personnel
- Possessed an imitation firearm
- Committed or attempted sexual assault
- Harassed, threatened or intimidated a student who is a complaining witness in a school disciplinary proceeding
- Engaged in or attempted hazing
- Engaged in an act of bullying by means of an electronic act(or any other method)
- Public display of affection (PDA)

Students are forbidden to engage in any violation of the above mentioned regulations and any others contained within this handbook and or any other GUSD official policy document.

## **SEXUAL ORIENTATION HARASSMENT AND DISCRIMINATION**

Definition: Sexual orientation harassment and discrimination are unwelcome sexual advances, request for sexual favors, and or verbal, visual or physical conduct of a sexual nature made by someone from or in the educational setting. In general the following conduct is considered sexual harassment and is prohibited in the Gustine Unified School District:

1. Unwelcome leering (staring), sexual flirtations or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions.
3. Graphic verbal comments about an individual's body, or overly personal conversation
4. Sexual jokes, stories, drawings, photos, pictures, or gestures
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominately single sex class
7. Touching an individual's body or clothes in a sexual way
8. Cornering or blocking the movements of another (captive audience)
9. Displaying sexually suggestive objects in the educational environment

## **COMPLAINT PROCESS**

Any student who feels that he/she is being or has been subjected to sexual harassment or other types of threats, harassment, bullying, hazing, etc., must immediately contact school officials. School officials cannot address and or prevent potential problems (or be held responsible) if they are not made aware of these issues. Complaining students and witnesses identities will be strictly protected whenever and wherever possible.

## **CIVIL RIGHTS COMPLIANCES**

The GMS assures that all Vocational Education Program/Services are established and maintained in accordance with the Vocational Education Act of 1984, Federal Register, California State Plan for Vocational and the State of California Education Code and Administrative Code, Title 5, Education. The District further assures that all Vocational Programs and Services are in compliance with Titles VI and VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act, the Chapter 4 (Commencing with Section 30) Division 1 of Title 5, California Administrative Code. Form HEW441, a statement of compliance with Title VI of the Civil Rights Act of 1964, has been filed with California State Department of Education. The District further assures that Vocational Education Programs/Services are in compliance with Title IX (Non-discrimination) on the Basis of Sex of the Educational Amendments of 1972.

The District assures that Programs/Services for handicapped persons enrolled in Vocational Education are in compliance with Education for all Handicapped Children Act, Section 613 (a) (2).

Complaints Against Specific Categorical Programs: Parents, students, and guardians have the right to file a written complaint against specific state and federal programs operated by the district for alleged violation of state and federal law under GMS Policy. Complaints are to be submitted in writing to the Coordinator of Categorical Programs, 1500 Meredith Ave. Gustine 95322. If dissatisfied with the District's decision on the formal complaint, the decision may be appealed within fifteen (15) days of the district's written decision to the State Superintendent of Public Instruction, Attn: Complaint Process Management Services Unit, California Department of Education, P.O. Box 944272, Sacramento 94244-2720. In addition, there may be civil law remedies available. Review and appeal procedures concerning complaints are described in Section 4650, 4652, and 4671 of the California Code of Regulations, Uniform Complaint Procedure. Complainants who believe that the District has discriminated against them on the basis of race, color, national origin, sex, handicap, or age may file a complaint with any of the following agencies: (1) The Department of Fair Employment and Housing, 30 Van Ness Avenue, Suite 3000, San Francisco 94102. A complaint must be filed with DFEH with 12 months from the date of the incident. After a complaint is filed, the DFEH has one year to investigate the complaint. (2) The Federal Office of Civil Rights, 50 United Nations Plaza, Room 239, San Francisco 94102. A complaint must be filed with OCR within 180 calendar days of the date of the alleged discrimination, unless the time for filing is extended by OCR for good cause.

## **EQUAL ACCESS AND AFFIRMATIVE ACTION**

The Executive and Legislative branches of the United States government have enacted laws and issued directives affirming their intent to protect and grant equal opportunity to all employees and students. The federal government has enacted and enforced laws regarding the equality of employment and equality of opportunity in education. Therefore, the Board of Education reaffirms its policy to ensure equal educational opportunity for all students and to prohibit discrimination because of sex, race, color, creed, religion, ancestry, national origin, social or economic status, handicap or disability in the educational programs and activities, not limited to but including, course offerings, vocational education, athletic programs, guidance and counseling, tests and procedures, parenthood and marital status through an intensive affirmative action program which shall be in integral part of every aspect of educational policies and programs to be maximum extent possible.

Applicants for admission and employment, students, parents, employees, sources of referral of applications for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the GUSD are hereby notified that this District does not discriminate on the basis of race, color, national origin, sex, age or handicap in admission or access to or treatment or employment in its programs and activities.

## **GUIDANCE DEPARTMENT**

GMS has a school counselor whose primary responsibility is to meet with students to discuss social and emotional needs. Also, Mr. Mercado will meet with students to discuss ongoing academic progress, attendance, and ongoing discipline issues. Please feel free to contact the GMS office to schedule an appointment with Mr. Mercado (209) 854-5030 x. 2007.

### **PROMOTION REQUIREMENTS**

8<sup>th</sup> Grade students must earn a minimum 2.0 grade point average across five core academic classes (ELA, Math, History, Science, and PE). Elective course grades are not factored into the GPA requirements.

### **GRADING POLICIES**

1. Progress reports are issued four times a year and grade reports four times a year, at the end of every quarter.
2. The following permanent grades are issued:
  - A = exceeding standards/excellent,
  - B = meeting standards/above average,
  - C = approaching standard/average,
  - D = below standard (passing)/below average,
  - F = below standard/not passing.
3. To contest a grade:
  - a. The student must notify the teacher within five school days from the date report cards are mailed.
  - b. The teacher will review the student's request.
  - c. If appropriate, the teacher will submit a grade change to the Principal within ten school days of the date report cards were mailed.
  - d. If student or parent is not satisfied with the teacher's decision, he/she must contact the Principal.

*Note:* Although our teachers try to develop grading policies that are honest and fair, their practices may vary. Please make sure that your student understands the grading criteria for each class, which outlines their specific grading scale.

If your student feels that a grade was unfair or incorrect, it is critical that he /she meet with the teacher. Remember, for every class students should know if the teacher:

- Grades on a 1-4 scale or uses points or percentages
- Gives points for participation, group work, attendance, etc
- Gives opportunities for extra credit
- Allows students to re-take tests
- Allows students to throw out one low grade
- Gives partial or full credit for late work
- Is available for tutoring

## **SMARTER BALANCE TESTING**

The Smarter Balanced Assessment Consortium is developing a system of valid, reliable, and fair next-generation assessments aligned to the Common Core State Standards (CCSS) in English language arts/literacy (ELA/literacy) and mathematics. The system—which includes both summative assessments for accountability purposes and optional interim assessments for instructional use—will use computer adaptive testing technologies to the greatest extent possible to provide meaningful feedback and actionable data that teachers and other educators can use to help students succeed.

## **SCHEDULE CHANGES**

Schedules are issued at round up prior to the beginning of the school year. There will be NO student-initiated preference changes. A student starting a course must complete it unless the student has been inappropriately assigned. A change can only be made with recommendations from the teacher and the counselor. All changes must be approved by the Principal/designee during a two-week period at the beginning each academic quarter.

## **STUDENT COURSE LOAD**

The Board of Trustees has set the following policies to maximize learning:

- All students are required to enroll in six courses. Five of the six courses are core academic courses, and the sixth course will be assigned (based on student need), or students may have an opportunity to select an elective course of their choosing.

## **SHORT-TERM INDEPENDENT STUDY**

The Independent Study is an educational alternative for students who are required to miss five and no more than 20 school days due to travel or temporary relocation. To enroll,

1. Students must contact the Attendance Office, at least three school days prior to their departure to allow for work to be collected.
2. A parent, the student, and the Assistant Principal will sign a contract.
3. The Attendance Office will request homework from each teacher.
4. The student will report directly to the Attendance Office upon his/her return to school, and the assignments will be reviewed and returned to the teachers.
5. An admit to return to class will be issued by the Attendance Office.
6. Students not completing Independent Study assignments will not be allowed to participate in this program for one year.

## **ELIGIBILITY ACADEMIC AND ATHLETIC**

Extracurricular eligibility criteria are established in order to clarify the District's emphasis on academic performance as the primary function and top priority of high school. It is also the position of the Administration that participation in curricular activities is a privilege, which may be enjoyed only through the demonstration of adequate academic performance. Academic eligibility will be determined at the end of each grade reporting period.

**To be eligible to participate** in the Gustine Middle School extra-curricular program (e.g., athletics, spirit squads, ASB, class officer positions, dances, drama, activity and reward field trips) a student needs to meet the following at the end of each quarter/semester (1<sup>st</sup> quarter, 1<sup>st</sup> semester, 3<sup>rd</sup> quarter, 2<sup>nd</sup> semester):

- a. currently be taking a full schedule
- b. have earned a total grade point average of 2.0 or higher in the previous grading period with no more than 1 "F"
- c. not be on the discipline ineligibility list,
- d. not be in violation of any attendance policies
- e. Progress reports are NOT used to determine eligibility.
- f. Suspension and full day in-house suspension will deem student 10 day discipline ineligible.

### **POLICY FOR HOMEWORK REQUESTS**

For students out sick, parents may request homework for students missing 3 or more days. Requests can be made at the front office. Please allow at least 36 hours.

## **STUDENT SERVICES**

### **CAFETERIA**

GMS offers a cafeteria lunch to all students for a daily cost. This cost may be offset if a child is eligible for a free and/or reduced cost lunch (as determined by the Federal School Lunch Program).

### **MEDIA CENTER**

The students have access to a large collection of newspapers and other material via the Internet on computer work stations. Students may only use the library/computer lab when accompanied by, and/or supervised by a GMS staff member. Students are expected to follow the posted library/media center rules. Failure to do so will result in exclusion from the library/media center and /or possible school discipline.

### **STUDENT USE OF SCHOOL COMPUTERS AND THE INTERNET**

- Students must be under staff supervision when using school computers.
- Students must have an assignment from a teacher in order to use the Internet.
- E-Mail, chat room usage, social networking sites, such as Myspace, Facebook, etc. as well as inappropriate web sites, is not permitted.

Students may receive suspension with loss of computer privileges for any of the following offenses:

- Using school computer without staff supervision
- Misuse of school computers resulting in any damage
- Misuse of the Internet, network, or e-mail

Any cost involved in replacement or repair of computers is the responsibility of the students/parent(s).

## **School Based Technology**

GMS implements an every classroom, per student device program. Each classroom is equipped with network Chromebooks and/or Laptops for students to access during the school day. Use of these devices is a privilege, and students must acknowledge and abide by the Gustine Unified School District's code for acceptable internet use.

### **POLICY**

Access to the District's network, including Internet, shall be made available to students and employees primarily for instructional and administrative purposes.

Access to the District's electronic communications system is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all policies governing use of the system and shall agree in writing to comply with such regulations and guidelines.

Noncompliance with applicable regulations may result in suspension, or termination of privileges and other disciplinary action consistent with District policies.

Violation of law may result in criminal prosecution as well as disciplinary action by the District.

The Gustine Unified School District and its schools are not responsible for lost, damaged, or stolen personal items. If such an item is stolen it is the student's responsibility to report it to the police.

## **SCHOOL HEALTH SERVICES AND MEDICATIONS**

Except in the case of an emergency, all students must have a pass from their teachers to come to the office in case of illness. Walk-in's from class may be returned to class for a pass.

Communication with the office and attendance office is important. No student will be allowed to leave with another person (even a relative) unless that person is listed on the emergency card. Students should keep their emergency contact card current.

(Medications Continued next page.)

**Medications:** In compliance with Ed Code Section 49423, no medication will be accepted or administered at school without meeting the following requirements:

- Physician and parent/guardian request form filled out completely including both physician and parent signatures. No medication will be administered without physician instructions.
- Medication taken to school must be furnished in its pharmacy labeled bottle or in original pharmacy labeled injectable medication kit.
- Non-prescription medications such as aspirin, Tylenol, etc., will not be administered by any staff member even at a parent's request; however, a parent/guardian has the right to bring a medication to school and administer it to their student.

### **ACCIDENT INSURANCE**

School accident insurance is not provided by the school District. Students may purchase accident insurance through the District at their own expense. Students who participate in athletics must have insurance.

### **LOST AND FOUND**

All lost articles should be reported and turned in to the Secretary. Items need to be claimed as soon as possible. Unclaimed items will be donated to charity at the end of each month. If anything is lost or found during P.E., it should be reported to the P.E. teacher immediately.

### **TEXTBOOKS, TRANSPORTATION FEES, AND OTHER MATERIALS**

School issued textbooks, athletic equipment, other materials, is the responsibilities of the student and their parent/guardian for which they were issued/ charged. Damaged, lost, or stolen textbooks and other materials must be paid for in accordance with Ed. Code 48904(b) (1). Textbooks left in the classroom after issuance are left at the student's own risk. Students are always responsible for books, athletic equipment, and other materials that have been issued to them.

Any student with an unpaid bill will not be able to participate in school activities, or those activities as determined by an administrator, until all bills are paid or the items are returned.

### **LOCKERS**

**Students: Sharing lockers is prohibited unless approved by PE Teachers.**

Students will be held accountable for any article found in their locker. The student/parent is financially responsible for all textbooks damaged or stolen from their student's locker.

The P.E. teachers also issue lockers and locks for gym clothes. Gym locks are issued at the gym during the opening weeks of school.

**A few simple rules regarding lockers will save much time and trouble:**

- Learn the combination and do not share it with anyone else.
- Keep the locker locked at all times. Do not leave possessions unprotected.
- Report problems with lockers to the Office.
- Report gym locker trouble to the physical education teacher.
- The school will not be responsible for lost or stolen articles. Leave such valuables at home.
- Students who have a large amount of money should check the money with an instructor while in P.E. class. (GMS administration recommends that you do not bring large amounts of cash-\$20 or more- to school. Large bills will NOT be accepted in the cafeteria.)

**SCHOOL BUS PASSENGER SAFETY PROCEDURES**

Riding the school bus to and from school is a privilege. Students must obey the rules or lose the privilege. Students who ride the bus are expected to

1. Be on time at the bus stop.
2. Bus stops are a part of school jurisdiction and all school rules apply. Stay near the bus stop area; stay off private property; do not disturb plants or shrubs; show good manners.
3. Obey the bus driver and follow accepted rules of safety.

Consequences of Bus-Related Misconduct - All school discipline rules and consequences apply to bus-related misconduct:

First Offense	Second Offense	Third Offense
Conference with student.	Parent notification.	Parent notification.
Parent notification.	Student denied bus transportation for 3-5 days.	Suspension from all bus transportation for a year.
Warning citation issued.		
Disciplinary action.		

**STUDENT I.D. Cards and ACTIVITIES**

All Students will carry their GMS Student Identification Card while on campus. Student ID Card must be presented or handed over upon the request of any staff member.

Every student is encouraged to participate in school activities for pleasure and overall self-development. Being a good team member, holding an office, serving on a committee, or being a successful chairperson is valuable experience. The beneficial use of leisure time is one aim of education, and involvement in student activities is definitely a worthy way of using leisure time.

## **STUDENT CLUB ORGANIZATION**

Gustine Middle School encourages student participation in its various clubs (See Associate Student Body (ASB) for current list of active clubs). To become a recognized part of the student body organization a club must be composed entirely of enrolled Gustine Middle School students. Any group of students may apply to the ASB for permission to form a club by submitting for approval a proposed charter and constitution. All requests to form a new club must be received by the last day of the 2<sup>nd</sup> quarter. All clubs must conform to school and district policies regarding gang affiliation, religion, race, gender, sexual orientation, hate or harassment. Please use the following steps to form a club:

1. Obtain a staff advisor. The advisor must be present at all club functions on and or off campus.
2. Obtain all proper new club creation forms from the ASB
3. Hold a meeting of interested students and their advisor.
4. Submit all completed paperwork to GMS administration for approval.
5. Write a club constitution with the name of the organization, the title, duties and powers of the officers and the manner of their election.
6. Scope of the club's proposed activities.
7. Adopt the club's constitution at a meeting of all members and elect officers.
8. Present constitution to the ASB and site administration for final approval.

## **SCHOOL DANCES**

School dances are sponsored by various classes and clubs on campus and provide activities for students after games and on different occasions. Only Gustine Middle School students may attend school dances. GMS reserves the right to decide whether or not to involve middle school students from Our Lady of Miracles Catholic School.

1. Students who attend any school dance must show their Middle School ID, exceptions to this rule will be for OLM students (when invited), whose name will be placed on a participant list 48 hours prior to the dance.
  2. When dances end will be determined by administration. For the safety of all concerned, parents are expected to pick up their child promptly at the end of the dances.
  3. Once a student leaves the dance, he/she will not be readmitted. No one admitted one hour after start time.
  4. All GMS rules dealing with dress code, student behavior and the use of drugs and/or alcohol will be enforced at all dances.
  5. Dancing that simulates sexual acts or are sexually explicit are not allowed.
  6. All students including guests, must comply with the decisions made by the chaperones at the dance. Students failing to comply with the decision of the chaperone will be asked to leave.
- (Continued next page)

7. Gustine Middle School reserves the right to allow or disallow certain apparel and accessories. If a student or guest is asked to remove a hat or other headgear by any school personnel, the request must be honored promptly and without discussion.
8. Any student who is academically ineligible or discipline ineligible may not attend a school sponsored dance.

## ATHLETICS

### ATHLETICS AND SPORTSMANSHIP

Gustine Middle School supports and encourages all students participating on an extracurricular athletic team. Currently, the middle school offers four sports for boys and four for girls. Proof of insurance, a 2.0 GPA, and, in some cases, "tryouts" is the prerequisites for participation (See the 17/18 GMS Athletic Code of Conduct for specific requirements for student/athletes).

Fall Sports (Aug.)	Winter Sports (Nov.)	Spring Sports (Feb.)
Co-Ed Volleyball (B,G) Co-Ed Soccer (B,G)	Basketball (B) Basketball (G)	Track & Field (B,G)
B = Boys, G = Girls		

Athletes must attend ***all periods of the school day*** in order to compete in an athletic event the same day, with the exception of pre-excused absences. Signed approval has to be granted the day before by the Principal or Assistant Principal. The Principal will handle special emergencies. If athletes leave campus for any other reason, they will not be allowed to participate in the contest that day. Repeated violations can result in suspension from the team.

The highest degree of good sportsmanship is expected from everyone. Sportsmanship is positive, spirited support for one's school and treating opponents and officials with respect. The conduct of coaches, players, and cheerleaders generally sets the tone for high school contests. These individuals are expected to maintain the highest level of decorum at all school contests.

All staff members (administrators, teachers, classified); athletic directors; coaches, players, and parents/community members are expected to be role models, demonstrating sportsmanship at all times.

A GMS athlete takes pride in playing his or her absolute best. A Brave treats teammates, opposing players, observers, and officials with respect and courtesy. A Gustine athlete, who can take a loss or defeat without complaint, or victory without gloating, and who treats his/her opponents with fairness, courtesy, and respect has good sportsmanship.

The following behavior is unacceptable at all Gustine Middle School contests and students will be asked to leave: berating an opponent, the opponent's school or mascot; obscene cheers or gestures; negative signs – all signs must be approved

by school administration before being posted; artificial noisemakers are not allowed in the gym; throwing objects on field; complaining about officials' calls (verbal or gestures).

If an athlete seeks medical attention due to injury or illness, a physician-written release from practice or competition must be turned into the Athletic Director.

All equipment must be returned before a student can participate in any subsequent sport. Again, see the 2017-2018 GMS Athletic Code of Conduct for specific requirements for student/athletes.

## **ATTENDANCE**

### **SCHOOL GOAL:**

Gustine Middle Schools attendance goal is 96% or above.

### **ATTENDANCE PROCEDURES**

Average Daily Attendance (ADA) is the primary means of how our school district is funded by the State of California. A student's attendance is not only vital to the student's own education but also the functioning of everyday programs and operations of the GUSD as well. As a result extraordinary attention will be focused on a student's attendance habits as is allowed under California Education Code and state law. California Educational Code (48200) requires students to be subject to compulsory education. State law holds parents/guardians legally responsible for their children's school attendance. The law provides penalties for parents and/or students who neglect this duty. The State no longer recognizes excused absences; when students are absent, for any reason, they lose educational opportunities; and the school loses money for teachers, textbooks, maintenance, security, etc.

Gustine Middle School has established the following attendance policies:

1. Students are expected to attend school every day. They are to arrive at their assigned classes on time prepared for the day's lesson.
2. Any student arriving beyond 10 minutes late should go directly to the attendance office to verify tardy.
3. **Students can be assigned Saturday School for excessive absenteeism. If your child has more than 10 school day excused or unexcused absences then they may be subject to serve a Saturday school assignment.**

The Attendance Office utilizes the Edu-Link software to inform parents/guardians when students are absent from class. If your student is absent, you will receive a pre-recorded phone message between the hours of 6:00 pm and 9:00 pm that evening. The purpose of this message is to inform you promptly as possible of your student's absence. In addition it will remind you to either send a note to and or call the Attendance Office if you had not already called to verify his/her absence.

Parents must call or send a note within five (5) school days to clear absences.

Absences may not be cleared after a five-day period. Clearing the absences is the responsibility of the parent/guardian. Only parents/guardians can verify the reasons for a student's absence(s). If an absence is not cleared within the five day period, the absence will then be officially classified as unexcused.

#### **PROCEDURES FOR PARENTS/GUARDIANS TO CLEAR ABSENCES**

- Send a written note with the student to the Attendance Office when the student returns to school.
- Or call 854-5030 ext. 2001 between 8:00 am and 3:00 pm.

Provide the following information when clearing an absence:

- |  |                           |
|--|---------------------------|
| • Student's name                               | Reason for the absence(s) |
| • Caller's name and relationship<br>To student | • Date(s) of absence(s)   |

#### **Unexcused (Unverified) Absences**

- After first and second full-day unverified absence(s): Student notified and Saturday School assigned.
- **After three full-day unverified absences:** Truancy letter will be sent to parents along with a copy of the attendance record. Saturday School assigned.
- **After five full-day unverified absences:** second truancy letter will be sent to parents along with a copy of the attendance record and conference with the GMS Student Attendance Review Team (SART) and or Assistant Principal will be scheduled. Other consequences may be applied.
- **After seven full-day unverified absences:** students and parents will be scheduled via certified letter to attend the Gustine Middle School Attendance Review Board (SARB).

#### **Excused Absences**

- **After five excused full-day excused absences** for illness during the school year (single occurrence), a parent notification will be sent requiring students to submit a doctor's note if any further absences are anticipated. A home visit might be conducted to verify the illness. (CA Ed. Code 46011)
- **After seven excused full-day absences** for illness during the school year (single occurrence), without a doctor's note, a parent notification letter will be sent requesting a conference with the Assistant Principal.
- **After nine excused full-day absences** for illness during the school year (single occurrence), without a doctor's note, students and parents may be scheduled via certified letter to attend the Gustine Middle School Attendance Review Board (SARB)
- Any further attendance problems will result in the student being placed on a final truancy contract.
- Non-compliance with the final truancy contract will result in immediate referral of parent and student to the Merced County District Attorney for further action.

## **CALIFORNIA EDUCATION CODE TRUANCY DEFINITION**

**EC 48260(a):** Any pupil subject to compulsory full-time education or to compulsory continuation education who is absent from school without valid excuse three full days in one school year or tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof, is a truant and shall be reported to the attendance supervisor or to the superintendent of the school district.

**EC 48262: Habitual Truant:** Any pupil is deemed a habitual truant who has been reported as a truant three or more times per school year...

**Penalties Student:** The law provides schools and school districts with discretion regarding student penalties for truancy as long as they are consistent with state law. The penalties for truancy for students defined in *EC* Section 48264.5 become progressively severe from the first the time a truancy report is required through the fourth time a truancy report is required.

**Penalties Parent:** Penalties against parents apply when any parent, guardian, or other person having control or charge of any student fails to compel the student to attend school. The penalties against parents in *EC* Section 48293 (a) become progressively severe with a second and third conviction.

## **GUSD STUDENT ATTENDANCE REVIEW BOARD (SARB)**

After seven unexcused absences a student and his/her parent/guardian will be summoned to appear before the GUSD SARB. This body is usually composed of representatives from the Merced County Juvenile Probation Department, Gustine Police Department, and GUSD site administrators. The main purpose of this body is to help truant or recalcitrant students and their parents or guardians solve school attendance and behavior problems through the use of available school and community resources. This body is also authorized under Ed Code 48264.5 (a),(b),(c),(d) (1),(2),(3),(4) and Ed Code 48293 (a) (1),(2),(3), (b),(c) to levy progressive penalties upon habitually truant students and their parents/guardians.

## **CHECKOUT POLICY**

Gustine Middle School staff encourages and values learning time; thus, checkouts shall be limited to dental or doctor appointments or family emergencies. If there is a dire emergency, the parent/guardian must come to the Office to pick up the student.

An administrator, in accordance with Ed. Code 46010.1, may release students with confirmed confidential medical appointments. Parents cannot be notified in these cases.

**Checkout Procedure next page**

## **CHECKOUT PROCEDURE**

A parent/guardian may check out a student by calling 854-5030 x. 2001 or submitting a note. The student is issued a checkout slip, allowing the student to leave class at the designated time.

Provide the following information when checking out a student:

- Student's full name
- Time the student needs to check out
- The reason for checkout should be limited to family emergency or medical needs

## **MAKEUP WORK**

Excused absence: A student has the right to make up assignments, homework, tests, or quizzes that can be provided for an excused absence. Makeup work submitted within the teacher's specific time limits for an excused absence will be corrected, graded, and given credit.

If a student is absent three or more school days for an excused or allowed reason, homework can be requested through the Attendance Office (ext. 171). For absences fewer than three days, the student will get makeup work when he/she returns. Please allow at least 36 hours to collect homework from the teachers.

Unexcused absences: When a student has unexcused absences he or she will not be allowed to make up work. Suspended students not given the opportunity to make up work will not have that missing work count against them.

## **TARDY POLICY (per grading quarter)**

Any student that accrues 5 unexcused tardies\* in any one period will be assigned a Saturday School day. Each subsequent 5<sup>th</sup> unexcused period tardy will accrue additional Saturday School days. Any student that displays a habitual pattern of tardiness to any one or all classes may lose activities privileges and/or may be assigned additional Saturday School.

\*The only tardies that will be excused will be those accompanied by a medical or dental note. No other reasons will be accepted unless deemed excusable (exceptional circumstances) by a Gustine Middle School administrator.

## **EARLY ARRIVALS ON CAMPUS**

All students who arrive on campus for the start of the school day must remain on campus.

**GUSTINE MIDDLE SCHOOL**  
**DISCIPLINE POLICY**  
Expected Student Conduct

**ALL GUSTINE MIDDLE SCHOOL STUDENTS SHALL:**

- Be respectful, courteous to and cooperative with all teachers, staff, and classmates.
- Be on time (in your seat or work area when the teacher begins class).
- Be prepared for class and ready to work.
- Be dismissed by teacher (not by the bell).
- Not disrupt the learning environment.
- Follow all class routines and procedures.
- Not take school property or property of others.
- Not abuse, deface, litter, or damage school property.

**SCHOOL JURISDICTION**

Students are under the jurisdiction of the school from the time they leave home to come to school to the time they return home. Students are also under the jurisdiction of the school during, or while going to or coming from a school-sponsored activity regardless of the time of day or place, as well as any time they are on the school grounds [EC 48900(s)]

**SEVERE OFFENSES**

Education Code 48915 states that the governing board shall expel any student whom the board concludes committed one of the following offenses:

- (1) Causing serious physical injury to another person, except in self-defense.
- (2) Possession of any knife or other dangerous object of no reasonable use to the pupil. (Continued next page)

(3) Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.

(4) Robbery or extortion.

(5) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

### **CAMPUS SUPERVISORS**

Campus Supervisors are present on campus daily. These staff members provide security, monitor assigned areas, check restrooms, and assist all students in maintaining expected behaviors. Campus Supervisors are GMS staff members and are to be treated as such. Defiance and or disrespect shown to a campus supervisor will not be tolerated and will be dealt with disciplinary consequences.

## **VIOLATION OF SCHOOL RULES:**

<b>Level of Offense</b>	<b>Examples of Behavior</b>	<b>Possible Consequences</b>
<b>A</b>	<ul style="list-style-type: none"> <li>• PE Non-Dress,</li> <li>• Dress Code Violation</li> <li>• Inappropriate classroom behavior</li> <li>• Leaving School without permission</li> <li>• Leaving class early, out of class without permission</li> <li>• Public display of affection</li> </ul>	Minimum: <ul style="list-style-type: none"> <li>• Redirection</li> <li>• Phone Call Home</li> <li>• Detention – teacher assigned and supervised</li> <li>• Class suspension</li> <li>• Campus cleanup</li> <li>• Saturday School (when available)</li> <li>• In school Suspension (when available)</li> </ul>
<b>B</b>	<ul style="list-style-type: none"> <li>• Any second occurrence of Level A offense**</li> <li>• Bus referral*</li> <li>• Class cut</li> <li>• Leaving campus without proper authorization (including lunch period)</li> <li>• Computer/Internet violation,</li> <li>• Defiance of authority</li> <li>• Habitual profanity/vulgarity</li> </ul>	Minimum: <ul style="list-style-type: none"> <li>• School Suspension</li> <li>• Class suspension</li> <li>• Campus cleanup</li> <li>• *Loss of bus riding privileges for a specified period of time</li> <li>• Saturday school (when available)</li> <li>• In School Suspension (when</li> </ul>

	<ul style="list-style-type: none"> <li>• Student parking violation</li> <li>• Failure to serve detention</li> <li>• Tobacco possession or use</li> <li>• Possession of permanent markers(sharpies) or any like material</li> <li>• Dress code (gang)</li> <li>• Incitement disruption on campus</li> </ul>	<ul style="list-style-type: none"> <li>• available)</li> <li>• Suspension from extra-curricular activities.</li> </ul>
<b>C</b>	<ul style="list-style-type: none"> <li>• Any second occurrence of Level B offense.</li> <li>• Forged notes or voice mail</li> <li>• Modifying attendance sheets in any way.</li> <li>• Abusing or defacing school property</li> <li>• Fighting (5 day suspension-Physical injury-law enforcement called (P.C.241.2)</li> <li>• Threatening others</li> <li>• Possession and use of laser pointers*</li> <li>• Sexual harassment*</li> <li>• Hazing*</li> <li>• Bullying/Cyberbullying*</li> </ul>	<p>Minimum:</p> <ul style="list-style-type: none"> <li>• Extended campus cleanup</li> <li>• School Suspension</li> <li>• Placement on Ineligibility list – determined by Asst. Principal</li> <li>• Possible referral to police</li> <li>• Saturday school (when available)</li> <li>• In School Suspension (when available)</li> <li>• *May also include recommendation for expulsion, and referral to police if determined by GMS Administration</li> <li>• Suspension from extra-curricular activities.</li> </ul>
<b>D</b>	<p>Any act defined in EC 48900 to include but not limited to:</p> <ul style="list-style-type: none"> <li>• Any second occurrence of Level C</li> <li>• “Gang” related violence, vandalism and or damaging/defacing of school property</li> <li>• Possession of or use of alcohol or controlled substances*</li> <li>• Committing hate crimes,</li> </ul>	<p><b>Level “D” offenses are considered major violations.</b></p> <p>All level D offenses may result in any or all of the following: school suspension, referral to Administrative Hearing Panel, recommendation for expulsion, referral to</p>

	<ul style="list-style-type: none"> <li>• Assault/Battery with serious injury</li> <li>• Terrorist threats toward school officials or school property,</li> <li>• Threats to adults</li> <li>• Attempting or committing sexual assault</li> <li>• Theft, burglary, robbery</li> <li>• Possession or use of weapons or explosives**</li> </ul>	<p>police.</p> <p>* See Ed. Code/State Attorney General opinion for certain first offenses</p> <p>* *Explosives may also include any large fireworks (mortars, M-80's, M-100's, Blockbusters, Cherry Bombs etc.). While not considered level "d" offense smaller fireworks (firecrackers, lady fingers, sparklers, party snappers, etc.) are strictly prohibited from campus as well; Severity of disciplinary action for possession and or use of these types of explosives are to be determined by GMS administration.</p>
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## **GANG RELATED OFFENSES**

Gustine Unified School District and Gustine Middle School does not and will not tolerate gang activity of any kind on its sites. Gustine Middle School has worked and continues to work with local law enforcement agencies in identifying and preventing gang related activities on our campus. This includes cooperating within the full extent of the law with the Merced County Sherriff's Department Gang Task Force and the Gustine Police Department in all gang related issues. If a student is involved in any violation of school rules that appears to involve gang related activity, Gustine Middle School will notify law enforcement immediately. If it has been determined that a student is involved in any type of gang activity, Gustine Middle School will require the offending student to appear before the GUSD Administrative Hearing Panel for disciplinary action.

## **CELL PHONES AND OTHER ELECTRONIC DEVICES**

The misuse of cell phones and other electronic devices at school by students disrupts the learning environment (e.g., ringing cell phones in the classroom; texting messages during exams; listening to music devices during instructional time; taking unauthorized photographs or videos, etc.) Cell phones may also detract and interfere with school safety, crisis preparedness, and impede public safety response during a real emergency. Accordingly, the school has adopted the following rules applicable to all students pursuant to Education Code section 48901.5.

### **Rules for Cell Phones and Other Electronic Devices**

- Students and parents/guardians are solely responsible for any cell phones or electronic devices brought to school. The school will not be responsible for any lost, stolen, misplaced or damaged cell phone or electronic device. Students who need to call home may use a telephone in the school office.
- Students may not disrupt educational programs or school activities at any time. Students who bring a cell phone or electronic device to school must keep them turned off and stored in their backpack, and any other time or when directed by a school employee. Cell phones may not be used to take photos (I.e., “selfies,” group photos, photos of others with or without their knowledge) or videos of any kind.
- Cell phones and electronic devices may not be used during instruction or testing. Please refer to page 15, B.Y.O.D. For acceptable use and authorization in the classroom.
- In the event of any disruption of the learning environment, school staff may direct the student to turn off the device and confiscate the item(s) until the end of the class period, school day, or activity.
- Cell phones or electronic devices with photo/video capability may not be used on school grounds during school hours without the prior consent of the school Principal. (Education Code section 51512.) It is a violation of this policy to carry or possess in any locker room, bathroom, changing room, or other private area, any device capable of taking pictures, videos, or transmitting images. A student who violates this policy may be prohibited from possessing a cell phone or electronic device at school or school-related events for such period as determined by the school and/or District, subject to other discipline (e.g., Education Code section 48900(k)).
- If a cell phone or other electronic device is confiscated the student may face the following consequences:
  - 1<sup>st</sup> Offense: Device shall remain in the custody of staff and released to the student. Warning issued and Parent notified.
  - 2<sup>nd</sup> Offense: Parent/guardian/emergency contact. Device shall remain in the custody of staff and released to the student after school. Student will be assigned Saturday School. (Continued next page)

3<sup>rd</sup> Offense or more – student may serve multiple disciplines which are: more than one Saturday School assignment, campus clean up hours, loss of off campus privilege and/or ineligible for school activities such as athletics, dances and field trips.

Please note, the Principal may defer from the foregoing and apply a more severe and/or lesser consequence depending on the specific circumstances.

### **INCITEMENT**

Any student determined by administration to have provoked, encouraged, instigated, urged, etc. a confrontation between students either by verbal (rumors), electronic, or any other means will face disciplinary consequences to be determined by administration.

### **PUBLIC DISPLAY OF AFFECTION**

Public displays of affection (PDA), (behaviors like prolonged kissing, hugging, etc.) negatively impact the school and or learning environment and are considered violations of school rules. Students violating GMS's PDA rule will have their parents notified and face possible detention up to school suspension (for repeat offenses). Students are to refrain from any public display of affection that would offend others.

### **SKATEBOARDS/ROLLER BLADES/BICYCLES**

Skateboards, roller blades, roller shoes are considered to be forms of transportation to and from school. They, like bicycles, are not to be ridden on school grounds. Students are to carry skateboards and roller blades upon entering the campus. Students riding skateboards and/or roller blades on campus will be issued a warning for the first violation. Skateboard storage must be arranged between individual students and GMS office staff. Repeated incidents may result in confiscation until a parent comes to retrieve the item. Disciplinary action will be taken for repeat offenses.

### **PERMANENT MARKERS**

Students are not permitted to bring and or possess "Sharpies" or any other similar permanent markers on campus. If required for a class, your teacher will provide your marker and then collect it at the end of class. Any student caught in the act of defacing, tagging, marking, etc. school property with any marking device will face severe disciplinary consequences including up to possible expulsion and or notification of law enforcement.

### **TRESPASSING**

Entering the school campus without authorization from a school official is strictly prohibited. Violators will be reported to the police department (Education Code 32211 and Penal Code Section 653 G and 602), and subject to school discipline.

### **VANDALISM**

Vandalism, and or so called "pranks", that cause or attempt to cause damage to school or private property may be punished by suspension, restitution and or possible expulsion. Any vandalism, graffiti, etc. involving "gang" references will carry additional consequences.

## **THEFT**

All incidents of theft of students' property should be reported immediately to the administration. **Although the school can assume no responsibility for such losses**, reasonable effort may be made to apprehend the responsible person and to either return the property or order restitution. When appropriate, assistance will also be sought from the Gustine Police Department.

## **SAFE SCHOOL ZONE**

This zone extends 1,000 feet around Gustine Middle School during regular school hours and within sixty (60) minutes before or after the school day and sixty (60) minutes before or after any school-sponsored activity at the school site. (Education Code 32211, Penal Code Section 626(c)(2))

## **DISCIPLINE SUSPENSION REFERRAL (Mischievous and Serve Behavior)**

Mischievous suspension referrals are written by any school employee to the administration. A student may be asked to leave class by a teacher (class suspension) for mischievous behavior. A student who receives suspension referral, for any reason, may receive any one or a combination, or other form of consequence to be determined by the GMS administration of the following:

- Call to parent/guardian to inform of offense and detention
- Campus cleanup, etc.
- In House Suspension – hours/ days depends on students level (when available)
- Saturday School (when available)
- Placement on discipline ineligibility list
- Parent conference (which may be mandatory)
- Suspension from class (up to two days) or school (up to five days)
- Behavior contract
- Expulsion from school for major violations in accordance with Ed Code

## **PLAGIARISM AND OTHER FORMS OF CHEATING POLICY**

Cheating and plagiarism are not tolerated and will result in a reduced or failing grade on a test, assignment paper, or project. The teacher for the first offense will administer disciplinary action\*. Flagrant or repeated incidents will be referred to the administration for appropriate action. Parents are notified of all incidents involving cheating. \* Any cheating involving texting/photographing via cell phone or other electronic device will immediately be referred to administration and may carry more severe consequences.

## **DEFIANCE**

Defiance is the refusal to obey lawful authority. Students who defy any member of the school staff will face consequences from class suspension, detention, up to school suspension, and in extreme cases, expulsion. Teachers and other staff members are required by district policy and state law to provide proper supervision. They can only do this if students are willing to obey them. It is essential, therefore, that students submit to the lawful authority of school officials on or about the GMS campus. This means that all students are required to obey the instructions of any and all members of the staff (including Campus Supervisors) at any time and in any place when a student is at school or a school activity\*. (continued next page)

\*The administration understands that misunderstandings between staff and students may occur from time to time. The place for resolving these misunderstandings is in the administrative office – not in the classroom, hallway, cafeteria, or elsewhere.

### **INVOLUNTARY DISCIPLINE TRANSFERS/VOLUNTARY REFERRALS**

In certain instances and in accordance with California Ed. Code, students may also be administratively transferred to an alternative school for disciplinary reasons.

### **DRESS STANDARDS**

The parents/guardians of the Gustine Unified School District are charged with the responsibility of dressing their children in a neat and clean matter. In addition, under normal circumstances, no student will be sent to school wearing any kind of clothing, costume, and/or hair style which will lend to disrupt the learning environment, either on campus or in the classroom or negatively affect the health and safety of individuals. Explicit or implied profanities, and/or obscenities, will not be tolerated. Any items of clothing, jewelry, footgear, or headgear, which would be injurious, offensive, or disruptive to learning environment, are prohibited.

Gustine Middle School additionally derives its gang related dress code guidance from California Ed Code § 35183. The Legislative Declaration Regarding Gang Regalia, Gang-Related Apparel and Gang Affiliation; Adoption and Enforcement of Reasonable Dress Code Policy:

(a) The Legislature finds and declares each of the following:

(1) The children of this state have the right to an effective public school education. Both students and staff of the primary, elementary, junior and senior high school campuses have the constitutional right to be safe and secure in their persons at school. However, children in many of our public schools are forced to focus on the threat of violence and the messages of violence contained in many aspects of our society, particularly reflected in gang regalia that disrupts the learning environment.

(2) "Gang-related apparel" is hazardous to the health and safety of the school environment.

(3) Instructing teachers and administrators on the subtleties of identifying constantly changing gang regalia and gang affiliation takes an increasing amount of time away from educating our children.

\*Due to the ever changing “subtleties of identifying constantly changing gang regalia and gang affiliation”, administration may seek the advice of law enforcement when making an official determination of a possible violation of this nature. (Examples listed on next page)

Some examples are listed below **but are in no way the only examples** of inappropriate dress.

1. Hairnets or other types of gang related head coverings are not allowed.
2. All imprinted clothing, which may be determined to be gang related is not allowed (for example T shirts depicting bandanna wearing individuals, skulls, etc.).
3. Accessories, such as jewelry, belts, bandanas, purse, sunglasses, which have logos, insignias, colors, or writing depicting gang, related activities are not allowed. This includes, but is not limited to: sagging/baggy pants, shirts, white knee high socks, hanging belts, oversized T-shirts either worn alone or in a layered fashion, blousing of pants (holding pant legs closed with the use of rubber bands or other materials), suspenders off the shoulders, and gang related initials on belt buckles.
4. Shorts cannot be any shorter than mid-thigh length.
5. Pants must fit at the waist and not be more than one size too large or one size too small. If belts are worn, they must not be more than one size too large.
6. The wearing of clothing which is unduly revealing, which includes exposing of chest, midriff, back or undergarments is not permitted.
7. For safety reasons students must wear shoes at all times.
8. Backpacks, binders, and notebooks should be free of any gang related graffiti.
9. No drug symbols, alcohol or tobacco are allowed. This includes mushroom or marijuana leaf symbols on jewelry or clothing.
10. No snap sweat pants or shorts may be worn.

### **STUDENT SEARCH AND SEIZURE**

All students are responsible for the contents of any locker, desk, bag, or any other item they use, possess or bring on to school property or to a school-sponsored event. No student may bring to school or a school-sponsored event any item or substance that is prohibited by law or school rules. School officials may search students and/or their property located at school whenever they have reasonable suspicion to believe that the student possesses contraband in violation of law or school rules. In determining whether reasonable suspicion exists, school officials shall consider, but not be limited to, the following:

1. Substantive value and credibility of the facts relied upon as justification for the search.
2. Location of the student at the time of the incident which gave rise to reasonable suspicion.
3. Urgency requiring the search without delay.
4. Prevalence and seriousness in the school of the problem to which the search was directed.
5. Student's age and previous behavior patterns.

Surveillance cameras installed for security purposes and used to observe and videotape activities in public areas of school property, including school hallways, parking lots, classrooms, cafeterias and administrative offices may be used to

assist school officials in determining whether reasonable suspicion exists to conduct a search of individual students or their property.

### **Parents/Guardians And Law Enforcement Notified**

- The parents/guardians of a student involved in a search shall be notified by school officials within a reasonable time of the search being conducted whenever a search uncovers evidence that the student has violated a law or school rules, and whether disciplinary action will be taken.
- If a search uncovers evidence in violation of criminal law, school officials may contact local law enforcement with the information. In certain circumstances, notification shall be made within one school day after suspension or expulsion. (Education Code sections 48902 and 44014.)

### **NONDISCRIMINATION/HARASSMENT POLICIES**

Gustine Middle School District does not unlawfully discriminate on the basis of race, color, national origin, gender, religion, disability, age, or sexual orientation in any of its policies, procedures, or practices, and prohibits all forms of harassment including, but not limited to, harassment on the basis of race, color, national origin, religion, disability or sexual orientation.

Students, parents, guardians, or any other individuals having questions or concerns regarding the Gustine Unified School District nondiscrimination policy should contact the Principal at 854-6414.

Students with concerns related to any form of harassment on campus can speak with any staff person or can directly contact the GMS Assistant Principal or Counselor.

### **CONFIDENTIALITY**

Issues of confidentiality concerning student and personnel records are governed by the California Education Code, Family Educational Rights to Privacy Act, the California Public Records Act, No Child Left Behind Act, and applicable Government Codes. In 1974, the California Constitution added privacy as an inalienable constitutional right; therefore, the District generally prohibits disclosure of confidential personnel and student records. Additionally privacy laws require when a student is involved in disciplinary action taken by the school administration, only parents/guardians (and in some cases teachers) of that particular student have the right to inquire about the consequences (if any) incurred by that student.

## **UNIFORM COMPLAINT PROCEDURES**

Gustine Middle School District has the responsibility for ensuring compliance with state and federal laws and regulations governing educational programs. The District shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination based on ethnic group identification, religion, age, gender, color, or physical or mental disability in any program or activity that receives or benefits from state financial assistance. Early informal resolution of complaints at the local level is encouraged whenever possible.

Upon receipt of a written complaint from an individual, public agency, or organization, uniform complaint procedures shall be initiated. The Superintendent or designee shall distribute full information about these procedures.

The District shall also follow uniform complaint procedures when addressing complaints alleging failure to comply with state or federal law in adult basic education, consolidated categorical aid programs, migrant education, vocational education, child nutrition programs, special education programs, and Section 504 programs.

## **FIRE/EARTHQUAKE DRILLS and LOCK DOWN**

Drills are held to prepare students and staff in case of an emergency. Specific instructions are posted in each room, and the school has safety plans in place for emergencies. If an emergency occurs, parents are asked to report to the parking lot for official release of students.

## **VEHICLES ON CAMPUS**

### **Parking on Campus**

The school/District is **not responsible** for damage done to or theft of automobiles, motorcycles, scooters, etc. and or bicycles parked in school parking lots.

## **VISITORS TO CAMPUS**

Student visitors are **not allowed** during the normal school day unless specifically approved by the site Principal.

*GMS Student Handbook Revised 06/17*

## Student Signature Page

I have read the Gustine Middle School Student Handbook, and I understand its contents, rules, and policies. I further acknowledge that I have read and been made aware of any new and or revised policies for the 2017-2018 school year.

\_\_\_\_\_  
Print Student Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

## Parent Signature Page

We have read the entire student handbook, have discussed its contents with our student(s), and understand Gustine Middle School's rules, and policies, for the 2017-2018 academic year.

\_\_\_\_\_  
Parent/Guardian name (Print)

\_\_\_\_\_  
Parent/Guardian signature

Date \_\_\_\_\_

# **GUSTINE UNIFIED SCHOOL DISTRICT**

**Meeting of the Board of Trustees**

**MEETING DATE:**

July 17, 2017

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**AGENDA ITEM TITLE:** Prohibiting Outside Vendors from Delivering onto any GUSD Campus

**AGENDA SECTION:** Action

**PRESENTED BY:** Bill Morones, Superintendent

**RECOMMENDATIONS:**

It is recommended that the Board of Education approve Prohibiting Outside Vendors from Delivering Meals onto any GUSD Campus.

**SUMMARY:**

It has become a common and growing practice for outside vendors to sell and/or deliver meals to GUSD schools during lunchtime. Any foods or beverages that are sold to students on a school campus are considered a competitive food and beverage and are regulated for schools participating in the National School Lunch Program. Gustine Unified School District participates in the National School Lunch Program which provides funding for free and reduced meals for approximately 80% of our students. Therefore, any Competitive Foods served on any GUSD campus must comply with the nutritional standards that govern the National School Lunch Program. A quick reference guide of some of these nutritional guidelines are attached for your information.

The attached letter was drafted to inform all parents of the change for the new school year to prohibiting outside vendors from delivering meals onto any GUSD Campus.

**FISCAL IMPACT:** None

**BUDGET CATEGORY:** None



Home / Learning Support / Nutrition / Healthy Eating & Nutrition Education

# Competitive Foods and Beverages

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## Introduction

All public noncharter school food authorities (SFA) participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) must follow state and federal requirements for competitive foods and beverages. On July 1, 2014, the U.S. Department of Agriculture (USDA) Smart Snacks in School (SSIS) interim final rule became effective, on September 27, 2016, the SSIS final rule became effective, and on August 29, 2016, the Local School Wellness Policy final rule became effective. In addition, the California competitive food rule changes found in Senate Bill 1169 (McGuire) became effective on January 1, 2017. **This Web page incorporates changes found in each of these rules.**

Competitive foods and beverages are those that are sold to students on school campus, during the school day, outside of and in competition with the federally reimbursable meal programs. Examples of competitive foods and beverages include those sold during the school day in vending machines (that are not reimbursable meals), student stores, à la carte items sold by the school food service department, or as fundraisers.

Competitive foods and beverages are governed by different laws, regulations, and policies at the federal, state, and school district levels. Congress enacts laws and the USDA promulgates regulations related to school nutrition. At the state level, the Legislature enacts laws and the State Board of Education adopts regulations related to nutrition. Lastly, each SFA participating in a federally reimbursable meal program is required to adopt a local school wellness policy that includes nutrition standards for all foods and beverages that are available for sale to students.

While it is necessary for groups selling foods and beverages on school campuses to know and understand each set of rules and how they connect, the federal and state laws and regulations (and local policies) are complicated. To assist with compliance and understanding, the California Department of Education (CDE) Nutrition Services Division (NSD) created the list of tools and resources found on this web page. As the competitive food and beverage requirements evolve, the NSD will continue to update and add relevant tools and other resources.

## Contact Us

If you have any questions on this subject, please contact the competitive foods and beverages team by e-mail at [COMPETITIVEFOODS@cde.ca.gov](mailto:COMPETITIVEFOODS@cde.ca.gov).

## Overview

This section provides an overview of the laws and regulations that govern competitive food and beverage sales on school campuses.

## California Summary of Competitive Foods and Beverages

In California, any food or beverage sold to students on the school campus, during the school day, outside of the federally reimbursable meal programs is considered to compete with those meals, and is referred to as a competitive food or beverage. The following is a summary of the federal and state laws and regulations governing competitive food and beverage sales in California.

## Local School Wellness Policy

**Reference: Healthy, Hunger-Free Kids Act of 2010, Section 204; Title 7, Code of Federal Regulations (7 CFR), Parts 210.30 and 220.7**

All districts participating in the National School Lunch Program, School Breakfast Program, or Special Milk Program must establish a local school wellness policy (LSWP) that, among other things, includes nutrition guidelines for all foods and beverages available on school campus, and only permit the marketing and advertising of foods and beverages that meet the SSIS standards under 7 CFR 210.11.

The LSWP should, at a minimum, incorporate the current state and federal rules that govern competitive foods and beverages, but can impose more stringent requirements.

## Local School Wellness Policy Public Notification

**Reference: California Education Code (EC), Section 49432; 7 CFR Part 210.30**

Every school or district participating in the NSLP or SBP shall inform the public about the content and implementation of the local school wellness policy, and make the policy and any updates to the policy available to the public on an annual basis..

## Monitoring and Enforcement

**References: EC sections 49431(c) and 49431.2(d); 7 CFR Part 210.11**

The California Legislature encourages the governing board of a school district to annually review its compliance with the food and beverage rules.

The CDE monitors SFAs and local educational agencies (LEA) for compliance with the competitive food and beverage rules through the administrative review process.

The LEA is responsible for ensuring that all groups or individuals selling competitive foods or beverages maintain records that document compliance.

## Fundraising

Fundraising with foods and beverages is allowed in California schools. California does not, however, allow exempted fundraisers—meaning that any foods or beverages sold as a fundraiser to students on school campus, during the school day, outside of the school meal program must comply with the state and federal competitive food or beverage restrictions. Fundraisers or sales of noncompliant foods or beverages are allowed when sold to adults, or off of the school campus, or outside of the school day.

## Elementary, Middle, and High School—Food and Beverage Restrictions

Refer to the Quick Reference Cards—Public Schools (DOC) or the Quick Reference Cards—Charter or Private Schools (DOC) to review all state and federal statute and regulatory references and a summary of all requirements.

## Local Trainings

None scheduled at this time.

## Training Registration Instructions

Training registration for child nutrition sponsors is available on the Child Nutrition Information and Payment System (CNIPS) [Training Registration Web page](#). Please review the instructions below **before** starting the registration process.

### Child Nutrition Program Sponsors Instructions

- Obtain your sponsor five-digit CNIPS User ID number or personal CNIPS User ID and password to use for registration.
- Visit the [CNIPS Training Registration Web page](#) and begin the online registration process.
- Enter your sponsor five-digit CNIPS User ID or personal User ID and password.
- Select Register for Training or select View Available Training if your agency is currently not an approved sponsor.
- Select **All** on the Program Training Available page.
- Select desired course on the Available Training(s) Screen.
- Select preferred time and location on the Available Training Locations page.
- Enter the attendees contact information on the Attendee Information page.
- Before exiting the system, print the Training Confirmation (last screen in the online registration process). **This is your only record.**

### Registration Assistance and Cancellation Procedure

If you need assistance with online registration, please contact the CNIPS Help Desk weekdays from 8 a.m. to 4:30 p.m. by phone at 800-952-5609, Option 6, or by e-mail at [CNIPS@cde.ca.gov](mailto:CNIPS@cde.ca.gov).

## Competitive Food Frequently Asked Questions

This section provides a list of questions and answers to aid in understanding the competitive food and beverage requirements. Questions and answers provided are based on the integration of the USDA SSIS and California competitive food and beverage requirements.

Please check back; updates will be available soon.

## Competitive Food and Beverage Training Materials

The following training materials represent an updated version of the NSD Competitive Food and Beverage trainings. These resources address the integration of the state and federal competitive food and beverage requirements as of July 1, 2014. Materials provided include PowerPoint presentations that can be used by food service staff, Parent-Teacher Associations, and student organizations; general handouts; and fundraising resources.

### Materials

Please check back; updates will be available soon.

## Resources and Guidance

[Competitive Food Quick Reference Cards—Public Schools | DOC](#)

Includes a summary of the competitive food and beverage requirements for **Public Schools** to laminate and keep for quick reference.

[Competitive Food Quick Reference Cards—Charter or Private Schools | DOC](#)

Includes a summary of the competitive food and beverage requirements for **Charter or Private Schools** to laminate and keep for quick reference.

[Management Bulletins](#)

Links to applicable competitive food and beverage communications distributed by the CDE NSD.

[California Project Leaders Encouraging Activity and Nutrition \(LEAN\) Calculator](#) 

California Project LEAN has updated their online calculator to integrate the California and USDA requirements for competitive foods and beverages.

[U.S. Department of Agriculture \(USDA\) Smart Snacks in School](#) 

This USDA Web page provides tools for schools that focus on smart snacks and compliance with the federal SSIS rule. Keep in mind that in some situations California rules on competitive foods and beverages are stricter than federal requirements.

**Questions: Nutrition Services Division | [COMPETITIVEFOODS@cde.ca.gov](mailto:COMPETITIVEFOODS@cde.ca.gov)**

Last Reviewed: Wednesday, January 4, 2017

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Esta institución es un proveedor que ofrece igualdad de oportunidades.

**ELEMENTARY SCHOOL-FOOD RESTRICTIONS**

References: *Education Code* sections 49430, 49431, 49431.7; *California Code of Regulations* sections 15575, 15577, 15578; *Code of Federal Regulations* sections 210.11, 220.12

**Elementary school** contains no grade higher than grade 6.  
**Effective** from midnight to one-half hour after the end of the official school day.

**Applies to ALL** foods sold to students by any entity.

**Sold** means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

**Compliant foods**

**Must meet one of the following general food standards:**

- Be a fruit, vegetable, dairy, protein, or whole grain item\* (or have one of these as the first ingredient), or
- Be a combination food containing at least ¼ cup fruit or vegetable.

**AND must meet the following nutrition standards:**

- ≤ 35% calories from fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo, fruit, non-fried vegetables, seafood), and
- < 10% calories from saturated fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo), and
- ≤ 35% sugar by weight (except fruit\*\*, non-fried vegetables, dried fruit and nut/seed combo), and
- < 0.5 grams trans fat per serving (no exceptions), and
- ≤ 200 milligrams sodium per item/container (no exceptions), and
- ≤ 200 calories per item/container (no exceptions)

**Paired foods:**

- If exempt food(s) are combined with nonexempt food(s) or added 'at/sugar they must meet ALL nutrition standards above.
- If two foods exempt from one or more of the nutrition standards are paired together and sold as a single item, the item must meet for trans fat, sodium, and calories.

\* A whole grain item contains:

- The statement "Diets rich in whole grain foods... and low in total fat... may help reduce the risk of heart disease..." or
- A whole grain as the first ingredient, or
- A combination of whole grain ingredients comprising at least 51% of the total grain weight (manufacturer must verify), or
- At least 51% whole grain by weight.

\*\* Dried blueberries cranberries, cherries, tropical fruit, chopped dates, or chopped figs that contain added sugar are exempt from fat and sugar standards. Canned fruit in 100% juice only.

**CHECK YOUR DISTRICT'S WELLNESS POLICY FOR STRICTER RULES.**

**Groups or individuals selling foods/beverages to students must keep their own records as proof of compliance.**

**ELEMENTARY SCHOOL-BEVERAGE RESTRICTIONS**

References: *Education Code* Section 49431.5, *California Code of Regulations* Section 15576, *Code of Federal Regulations* sections 210.10, 210.11, 220.8, 220.12

**An elementary school** contains no grade higher than grade 6.  
**Effective** from midnight to one-half hour after the end of the official school day.

**Applies to ALL** beverages sold to students by any entity.

**Sold** means the exchange of beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

**A compliant beverage must be marketed or labeled as a fruit and/or vegetable juice, milk, non-dairy milk, or water AND meet all criteria under that specific category.**

**Compliant beverages:**

1. Fruit or Vegetable juice:
  - a. ≥ 50% juice and
  - b. No added sweeteners
  - c. ≤ 8 fl. oz. serving size
2. Milk:
  - a. Cow's or goat's milk, and
  - b. 1% (unflavored), nonfat (flavored, unflavored), and
  - c. Contains Vitamins A & D, and
  - d. ≥ 25% of the calcium Daily Value per 8 fl. oz., and
  - e. ≤ 28 grams of total sugar per 8 fl. oz.
  - f. ≤ 8 fl. oz. serving size
3. Non-dairy milk:
  - a. Nutritionally equivalent to milk (see 7 CFR 210.10(d)(3), 220.8(i)(3) must contain per 8 fl. oz.:
    - ≥ 276 mg calcium
    - ≥ 8 g protein
    - ≥ 500 IU Vit A
    - ≥ 100 IU Vit D
    - ≥ 24 mg magnesium
    - ≥ 222 mg phosphorus
    - ≥ 349 mg potassium
    - ≥ 0.44 mg riboflavin
    - ≥ 1.1 mcg Vit B12, and
  - b. ≤ 28 grams of total sugar per 8 fl. oz., and
  - c. ≤ 5 grams fat per 8 fl. oz.
  - d. ≤ 8 fl. oz. serving size
4. Water:
  - a. No added sweeteners
  - b. No serving size

All beverages must be caffeine-free (trace amounts are allowable).

**ELEMENTARY SCHOOL-STUDENT ORGANIZATIONS**

Reference: *California Code of Regulations* Section 15500

**Student organization** is defined as a group of students that are NOT associated with the curricula or academics of the school or district.  
**Effective** from midnight to one-half hour after the end of the official school day.

Student organization sales must comply with all food and beverage standards AND all of the following:

1. Only one food or beverage item per sale.
2. The food or beverage item must be pre-approved by the governing board of the school district.
3. The sale must occur after the last lunch period has ended.
4. The food or beverage item cannot be prepared on campus.
5. Each school is allowed four sales per year.
6. The food or beverage item cannot be the same item sold in the food service program at that school during the same school day.

## MIDDLE/HIGH SCHOOL-FOOD RESTRICTIONS

References: *Education Code* sections 49430, 49431.2, 49431.7, *California Code of Regulations* sections 15575, 15577, 15578, *Code of Federal Regulations* sections 210.11, 220.12

**middle/junior high** contains grades 7 or 8, 7 to 9, 7 to 10.

**high school** contains any of grades 10 to 12.

**Effective** from midnight to one-half hour after the end of the official school day.

**Applies to ALL** foods sold to students by any entity.

**Sold** means the exchange of food for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

**"Snack" foods must meet one of the following general food standards:**

- Be a fruit, vegetable, dairy, protein, or whole grain item\* (or have one of these as the first ingredient), or
  - Be a combination food containing at least ¼ cup fruit or vegetable.
- AND must meet the following nutrition standards:**
- ≤ 35% calories from fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo, fruit, non-fried vegetables, seafood), and
  - < 10% calories from saturated fat (except nuts, seeds, reduced-fat cheese or part skim mozzarella, dried fruit and nut/seed combo), and
  - ≤ 35% sugar by weight (except fruit\*\*, non-fried vegetables, dried fruit and nut/seed combo), and
  - < 0.5 grams trans fat per serving (no exceptions), and
  - ≤ 200 milligrams sodium per item/container (no exceptions), and
  - ≤ 200 calories per item/container (no exceptions)

**Paired foods:**

- If exempt food(s) are combined with nonexempt food(s) or added fat/sugar they must meet ALL nutrition standards above.
- If two foods exempt from one or more of the nutrition standards are paired together and sold as a single item, the item must meet for trans fat, sodium, and calories.

**"Entrée" foods must be intended as the main dish and be a:**

- Meat/meat alternate and whole grain rich food, or
- Meat/meat alternate and fruit or non-fried vegetable, or
- Meat/meat alternate alone (cannot be yogurt, cheese, nuts, seeds, or meat snacks = these are considered a "snack" food).

**AND**

A competitive entrée **sold by District/School Food Service the day of or the day after** it appears on the reimbursable meal program menu must be:

- ≤ 400 calories, and
- ≤ 35% calories from fat
- < 0.5 grams trans fat per serving

A competitive entrée **sold by Food Service if NOT on the menu the day of or day after or any other entity (PTA, student organization, etc.)** must meet one of the following general food standards:

- Be a fruit, vegetable, dairy, protein, or whole grain item (or have one of these as the first ingredient), or
- Be a combination food containing at least ¼ cup fruit or vegetable

**AND meet the following nutrition standards:**

- ≤ 35% calories from fat, and
- < 10% calories from saturated fat, and
- ≤ 35% sugar by weight, and
- < 0.5 grams trans fat per serving, and
- ≤ 480 milligrams sodium, and
- ≤ 350 calories

\* A whole grain item contains:

- The statement "Diets rich in whole grain foods... and low in total fat... may help reduce the risk of heart disease..." or
- A whole grain as the first ingredient, or
- A combination of whole grain ingredients comprising at least 51% of the total grain weight (manufacturer must verify), or
- At least 51% whole grain by weight.

\*\* Dried blueberries, cranberries, cherries, tropical fruit, chopped dates, or dried figs that contain added sugar are exempt from fat and sugar standards.  
Dried fruit in 100% juice only.

**CHECK YOUR DISTRICT'S WELLNESS POLICY FOR STRICTER RULES.**

Groups or individuals selling foods/beverages to students must keep their own records as proof of compliance.

## MIDDLE/HIGH SCHOOL-BEVERAGE RESTRICTIONS

References: *Education Code* Section 49431.5, *California Code of Regulations* Section 15576, *Code of Federal Regulations* sections 210.10, 210.11, 220.8, 220.12

A **middle/junior high** contains grades 7 or 8, 7 to 9, 7 to 10.

A **high school** contains any of grades 10 to 12.

**Effective** from midnight to one-half hour after the end of the official school day.

**Applies to ALL** beverages sold to students by any entity.

**Sold** means the exchange of beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

**A compliant beverage must be marketed or labeled as a fruit and/or vegetable juice, milk, non-dairy milk, water, electrolyte replacement beverage/sports drink, or flavored water AND meet all criteria under that specific category.**

**Compliant beverages:**

1. Fruit or Vegetable juice:
  - a. ≥ 50% juice and
  - b. No added sweeteners
  - c. ≤ 12 fl. oz. serving size
2. Milk:
  - a. Cow's or goat's milk, and
  - b. 1% (unflavored), nonfat (flavored, unflavored), and
  - c. Contains Vitamins A & D, and
  - d. ≥ 25% of the calcium Daily Value per 8 fl. oz., and
  - e. ≤ 28 grams of total sugar per 8 fl. oz.
  - f. ≤ 12 fl. oz. serving size
3. Non-dairy milk:
  - a. Nutritionally equivalent to milk (see 7 CFR 210.10(d)(3), 220.8(i)(3)), and
  - b. ≤ 28 grams of total sugar per 8 fl. oz., and
  - c. ≤ 5 grams fat per 8 fl. oz.
  - d. ≤ 12 fl. oz. serving size
4. Water:
  - a. No added sweeteners
  - b. No serving size limit
5. Electrolyte Replacement Beverages (HIGH SCHOOLS ONLY)
  - a. Must be either ≤ 5 calories/8 fl. oz. (no calorie) OR ≤ 40 calories/8 fl. oz. (low calorie)
  - b. Water as first ingredient
  - c. ≤ 16.8 grams added sweetener/8 fl. oz.
  - d. 10-150 mg sodium/8 fl. oz.
  - e. 10-90 mg potassium/8 fl. oz.
  - f. No added caffeine
  - g. ≤ 20 fl. oz. serving size (no calorie) OR ≤ 12 fl. oz. serving size (low calorie)
6. Flavored Water (HIGH SCHOOLS ONLY)
  - a. Must be either ≤ 5 calories/8 fl. oz. (no calorie) OR ≤ 40 calories/8 fl. oz. (low calorie)
  - b. No added sweetener
  - c. No added caffeine
  - d. ≤ 20 fl. oz. serving size (no calorie) OR ≤ 12 fl. oz. serving size (low calorie)

All beverages must be caffeine-free (trace amounts are allowable).

## MIDDLE/HIGH SCHOOL-STUDENT ORGANIZATIONS

Reference: *California Code of Regulations* Section 15501

**Student organization** is defined as a group of students that are NOT associated with the curricula or academics of the school or district.

**Effective** from midnight to one-half hour after the end of the official school day.

Student organization sales must comply with all food and beverage standards AND all of the following:

1. Up to three categories of foods or beverages may be sold each day (e.g., chips, sandwiches, juices, etc.).
2. Food or beverage item(s) must be pre-approved by the governing board of the school district.
3. Only one student organization is allowed to sell each day.
4. Food(s) or beverage(s) cannot be prepared on campus.
5. The food or beverage categories sold cannot be the same as the categories sold in the food service program at that school during the same school day.
6. In addition to one student organization sale each day, any and all student organizations may sell on the same four designated days per year. School administration may set these dates.



# Gustine Unified School District

1500 Meredith Avenue  
Gustine, California 95322  
Telephone (209) 854-3784  
FAX (209) 854-9164

Bill Morones  
Superintendent

Board of Education  
Trustee Area #5-Vacant  
Crickett Brinkman  
Kevin Cordeiro  
Pat Rocha  
Loretta Rose

“Preparing students for the future . . . today”

## UPDATED

June 28, 2017

Dear Parents and Guardians,

We hope you and your children are enjoying your summer. At the school district and school sites, preparations are underway to welcome the new 2017-18 school year on the first day of school, **Wednesday, August 9, 2017.**

This letter is to inform you and help you prepare for an upcoming change in our school cafeterias. **Starting in the 2017-2018 school year, all schools of the Gustine Unified School District will no longer allow outside lunches to be delivered onto campus from outside vendors. We would like to clarify that we cannot prohibit parents or students from having outside food in their lunch.** As a school district, we participate in the National School Lunch Program (NSLP), which allows us to offer free and reduced meals to approximately 80% of our students. Because of this, we must follow certain rules and regulations. Information on specific rules that pertain to this decision are below.

*“All public noncharter school food authorities (SFA) participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) must follow state and federal requirements for competitive foods and beverages. On July 1, 2014, the U.S. Department of Agriculture (USDA) Smart Snacks in School (SSIS) interim final rule became effective, on September 27, 2016, the SSIS final rule became effective, and on August 29, 2016, the Local School Wellness Policy final rule became effective. In addition, the California competitive food rule changes found in Senate Bill 1169 (McGuire) became effective on January 1, 2017.”*

*Cited from California Department of Education Website: <http://www.cde.ca.gov/ls/nu/he/compfoods.asp>*

Among other things, these rules address nutritional guidelines for all foods and beverages available on a school campus. These guidelines are a part of our Local School Wellness Policy, which we encourage you to read more about on our cafeteria website at <http://www.gustineusd.org/cafeteria>.

We also invite you to visit our website to view our monthly cafeteria menu offerings and follow us on Facebook for updates: <https://www.facebook.com/GUSD-Food-Service-315224215598607/>

We are also working to make improvements and we welcome your feedback on our survey at <https://goo.gl/forms/ZUAfTe1RbffcV73> also located on our cafeteria website.

While we understand that change can be difficult at times, we ask for your support and help to explain to your student the importance of healthy eating to promote learning.

Thank you,

Bill Morones  
Superintendent

MLA/mla



# Gustine Unified School District

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Bill Morones  
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"Preparing students for the future . . . today"

June 22, 2017

Dear Parents and Guardians,

We hope you and your children are enjoying your summer. At the school district and school sites, preparations are underway to welcome the new 2017-18 school year on the first day of school, **Wednesday, August 9, 2017.**

This letter is to inform you and help you prepare for an upcoming change in our school cafeterias. **Starting in the 2017-2018 school year, all schools of the Gustine Unified School District will no longer allow outside lunches to be brought onto campus from outside vendors. Students will be offered school lunch or will be allowed to bring a homemade lunch from home. Outside meals prepared by vendors are no longer allowed on campus.** As a school district, we participate in the National School Lunch Program (NSLP), which allows us to offer free and reduced meals to approximately 80% of our students. Because of this, we must follow certain rules and regulations. Information on specific rules that pertain to this decision are below.

*"All public noncharter school food authorities (SFA) participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) must follow state and federal requirements for competitive foods and beverages. On July 1, 2014, the U.S. Department of Agriculture (USDA) Smart Snacks in School (SSIS) interim final rule became effective, on September 27, 2016, the SSIS final rule became effective, and on August 29, 2016, the Local School Wellness Policy final rule became effective. In addition, the California competitive food rule changes found in Senate Bill 1169 (McGuire) became effective on January 1, 2017."*

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Among other things, these rules address nutritional guidelines for all foods and beverages available on a school campus. These guidelines are a part of our Local School Wellness Policy, which we encourage you to read more about on our cafeteria website at <http://www.gustineusd.org/cafeteria>.

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We are also working to make improvements and we welcome your feedback on our survey at <https://goo.gl/forms/ZUAFte1RbffcV73> also located on our cafeteria website.

While we understand that change can be difficult at times, we ask for your support and help to explain to your student the importance of healthy eating to promote learning.

Thank you,

Bill Morones  
Superintendent

MLA/mla

# GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

July 17, 2017

---

**AGENDA ITEM TITLE:** Measure P – DSA Requirements

**AGENDA SECTION:** Action

**PRESENTED BY:** Bill Morones, Superintendent

**RECOMMENDATIONS:**

It is recommended that the Board of Education approve Measure P – DSA Requirements.

**SUMMARY:**

The following items are presented to the Board for approval. Note: The numbers below correspond to the attachments:

1. DSA Plan Check fees for Gustine HS Classroom Buildings: DSA requires Plan Check Fees to be paid at the time of initial project submittal. Total Cost: \$29,650.00. *NOTE: DSA requires separate checks for each project submittal. They do not accept Plan Check Fees for multiple projects to be combined and included on one check.*
2. DSA Plan Check fees for Gustine MS Classroom Building: DSA requires Plan Check Fees to be paid at the time of initial project submittal. Total Cost: \$16,375.00. *NOTE: DSA requires separate checks for each project submittal. They do not accept Plan Check Fees for multiple projects to be combined and included on one check.*
3. DSA Plan Check fees for Gustine ES Classroom Building: DSA requires Plan Check Fees to be paid at the time of initial project submittal. Total Cost: \$16,375.00. *NOTE: DSA requires separate checks for each project submittal. They do not accept Plan Check Fees for multiple projects to be combined and included on one check.*
4. DSA Plan Check fees for Romero ES Classroom Building: DSA requires Plan Check Fees to be paid at the time of initial project submittal. Total Cost: \$16,375.00. *NOTE: DSA requires separate checks for each project submittal. They do not accept Plan Check Fees for multiple projects to be combined and included on one check.*

**FISCAL IMPACT:** \$78,775.00

**BUDGET CATEGORY:** Measure P Funds



#1

CALIFORNIA DESIGN WEST ARCHITECTS INC.

2100 19<sup>th</sup> STREET  
SACRAMENTO, CA 95818  
916.446.2466 | OFFICE  
916.446.5118 | FAX

May 26, 2017

Bill Morones  
Gustine Unified School District  
1500 Meredith Avenue  
Gustine, CA 95322

**RE: Gustine High School – Classroom Buildings  
DSA Plan Review Fees**

Dear Bill,

In preparation for DSA submittal of the plans for the two Classroom Buildings at Gustine High School, we are requesting a check for the submittal fees. Based on the construction cost of \$2,600,000, the plan review fees are as follows:

Access Compliance	\$	6,850.00
Fire & Life Safety	\$	6,200.00
Structural Safety	\$	16,600.00
<b>TOTAL</b>		<b>\$ 29,650.00</b>

**Please mail a check to our office payable to the Division of State Architect in the amount of \$29,650.00 and we will submit fees to DSA with the plans.**

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

Sincerely,

Mitchell A. McAllister  
President



## Plan/Field Review Fee Calculator

### Project submitted to DSA

- ☐ before 2/1/2010  
☐ between 2/1/2010 and 5/31/2013  
☐ between 6/1/2013 and 11/30/2014  
☐ between 12/1/2014 and 1/31/2016  
☒ on or after 2/1/2016

Project Type:   
Estimated Amt: 2600000  
Contracted Amt: 0  
Change Order Amt: 0

- ☒ Access Compliance  
☒ Fire & Life Safety  
☒ Structural Safety

	Access Compliance	Fire & Life Safety	Structural Safety	Total Due
Filing Fee	\$6,850.00	\$6,200.00	\$16,600.00	\$29,650.00
Additional Fee	\$0.00	\$0.00	\$0.00	\$0.00
Further Fee	\$0.00	\$0.00	\$0.00	\$0.00

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#2



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2100 19<sup>th</sup> STREET  
SACRAMENTO, CA 95818  
916.446.2466 | OFFICE  
916.446.5118 | FAX

May 26, 2017

Bill Morones  
Gustine Unified School District  
1500 Meredith Avenue  
Gustine, CA 95322

**RE: Gustine Middle School – Classroom Building  
DSA Plan Review Fees**

Dear Bill,

In preparation for DSA submittal of the plans for the Classroom Building at Gustine Middle School, we are requesting a check for the submittal fees. Based on the estimate construction cost of \$1,250,000, the plan review fees are as follows:

Access Compliance	\$	4,375.00
Fire & Life Safety	\$	3,500.00
Structural Safety	\$	8,500.00
<b>TOTAL</b>		<b>\$ 16,375.00</b>

**Please mail a check to our office payable to the Division of State Architect in the amount of \$16,375.00 and we will submit fees to DSA with the plans.**

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

Sincerely,

Mitchell A. McAllister  
President



## Plan/Field Review Fee Calculator

### Project submitted to DSA

- ☐ before 2/1/2010  
☐ between 2/1/2010 and 5/31/2013  
☐ between 6/1/2013 and 11/30/2014  
☐ between 12/1/2014 and 1/31/2016  
☒ on or after 2/1/2016

Project Type:

Estimated Amt: 1250000

Contracted Amt: 0

Change Order  
Amt: 0

- ☒ Access Compliance  
☒ Fire & Life Safety  
☒ Structural Safety

	Access Compliance	Fire & Life Safety	Structural Safety	Total Due
Filing Fee	\$4,375.00	\$3,500.00	\$8,500.00	\$16,375.00
Additional Fee	\$0.00	\$0.00	\$0.00	\$0.00
Further Fee	\$0.00	\$0.00	\$0.00	\$0.00

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#3

May 26, 2017

Bill Morones  
Gustine Unified School District  
1500 Meredith Avenue  
Gustine, CA 95322

**RE: Gustine Elementary School – Classroom Building  
DSA Plan Review Fees**

Dear Bill,

In preparation for DSA submittal of the plans for the Classroom Building at Gustine Elementary School, we are requesting a check for the submittal fees. Based on the estimate construction cost of \$1,250,000, the plan review fees are as follows:

Access Compliance	\$	4,375.00
Fire & Life Safety	\$	3,500.00
Structural Safety	\$	8,500.00
<b>TOTAL</b>	<b>\$</b>	<b>16,375.00</b>

**Please mail a check to our office payable to the Division of State Architect in the amount of \$16,375.00 and we will submit fees to DSA with the plans.**

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

Sincerely,

Mitchell A. McAllister  
President



## Plan/Field Review Fee Calculator

### Project submitted to DSA

- ☐ before 2/1/2010  
☐ between 2/1/2010 and 5/31/2013  
☐ between 6/1/2013 and 11/30/2014  
☐ between 12/1/2014 and 1/31/2016  
☒ on or after 2/1/2016

**Project Type:** School(K-12) ▼  
**Estimated Amt:** 1250000  
**Contracted Amt:** 0  
**Change Order Amt:** 0

- ☒ Access Compliance  
☒ Fire & Life Safety  
☒ Structural Safety

**Calculate**

	Access Compliance	Fire & Life Safety	Structural Safety	Total Due
<b>Filing Fee</b>	\$4,375.00	\$3,500.00	\$8,500.00	\$16,375.00
<b>Additional Fee</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Further Fee</b>	\$0.00	\$0.00	\$0.00	\$0.00

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916.446.5118 | FAX

May 26, 2017

Bill Morones  
Gustine Unified School District  
1500 Meredith Avenue  
Gustine, CA 95322

**RE: Romero Elementary School – Classroom Building  
DSA Plan Review Fees**

Dear Bill,

In preparation for DSA submittal of the plans for the Classroom Building at Romero Elementary School, we are requesting a check for the submittal fees. Based on the estimate construction cost of \$1,250,000, the plan review fees are as follows:

Access Compliance	\$	4,375.00
Fire & Life Safety	\$	3,500.00
Structural Safety	\$	8,500.00
<b>TOTAL</b>		<b>\$ 16,375.00</b>

**Please mail a check to our office payable to the Division of State Architect in the amount of \$16,375.00 and we will submit fees to DSA with the plans.**

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

Sincerely,

Mitchell A. McAllister  
President



## Plan/Field Review Fee Calculator

### Project submitted to DSA

- ☐ before 2/1/2010  
☐ between 2/1/2010 and 5/31/2013  
☐ between 6/1/2013 and 11/30/2014  
☐ between 12/1/2014 and 1/31/2016  
☒ on or after 2/1/2016

Project Type:   
Estimated Amt: 1250000  
Contracted Amt: 0  
Change Order Amt: 0

- ☒ Access Compliance  
☒ Fire & Life Safety  
☒ Structural Safety

	Access Compliance	Fire & Life Safety	Structural Safety	Total Due
Filing Fee	\$4,375.00	\$3,500.00	\$8,500.00	\$16,375.00
Additional Fee	\$0.00	\$0.00	\$0.00	\$0.00
Further Fee	\$0.00	\$0.00	\$0.00	\$0.00

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