

**BOARD OF EDUCATION REGULAR BOARD MEETING  
GUSTINE UNIFIED SCHOOL DISTRICT  
1500 MEREDITH AVENUE  
GUSTINE, CA 95322  
WEDNESDAY, MARCH 8, 2017  
5:30 P.M.**

**I. CALL TO ORDER – 5:30 p.m.**

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

**B. ROLL CALL**

Mrs. Crickett Brinkman, President

Mrs. Loretta Rose, Clerk

Mrs. Linetta Borrelli, Board Member

Mr. Kevin Cordeiro, Board Member

Mrs. Pat Rocha, Board Member

**II. CLOSED SESSION – 5:30 p.m.**

A. Student Discipline - #2016-17-06

B. Student Discipline - #2016-17-07

C. Student Discipline - #2016-17-10

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) – None

E. Public Employee Performance Evaluation Superintendent

**III. RECONVENE TO OPEN SESSION – 6:30 p.m.**

**MEETING WILL BE RECORDED**

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. Student Report
- B. School Site Presentation – GMS
- C. Board Reports
- D. Superintendent Report

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

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

- A. Personnel
  - 1. Nunes, Kyla – Resignation, Cheer Coach, GHS
  - 2. Martinez, Rolando – Hire Custodian, GMS
  - 3. Borba, Kingsely – Hire JV Baseball Coach, GHS
  - 4. Laupua, Solomona – Hire Softball Coach, Volunteer, GHS
  - 5. Nocito, Paul – Hire Softball Coach, Volunteer, GHS
  - 6. Lerma, Alfredo – Resignation, Maintenance, DO
  - 7. Lerma, Alfredo – Hire Custodian, RES
- B. Minutes
  - 1. January 26, 2017, Special Meeting
  - 2. February 8, 2017, Regular Meeting
  - 3. February 22, 2017, Special Meeting
- C. Yearly Renewals and Contracts
  - 1. ASBWorks.com
- D. Donations
  - 1. Alamo, Kathy - \$150.00 to GHS Softball

#### **VI. INFORMATION**

- A. None

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

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

**VIII. ACTION**

A. Warrants

B. Update Board Bylaws Policy 3515.7 (Firearms on School Grounds)

C. PTA/Booster Clubs Insurance

D. Approval of the E-Rate Proposals for WAN (wide area network) Connection

E. Independent Auditor Selection for District & Measure P

F. CSBA Delegate Assembly Election for 2017

G. San Jose University-Organization Contract

H. 2016-2017 2<sup>nd</sup> Interim

I. GES Renaissance Renewal Purchase

J. Frontline – Staff Time & Attendance Software

K. Measure P - DSA Requirements:

1. Approval of Fire Sprinkler Design
2. DSA Plan Review fees for Gustine HS Science
3. CGS Plan Review fees for Gustine HS Science
4. DSA Plan Review fees for Gustine MS MP/Gym
5. CGS Plan Review fees for Gustine MS MP/Gym

L. FFA Overnight Trip Request

M. AG Department Technology Purchase

N. AG Department Purchase of Transit Vans

**IX. REPORTS AND PRESENTATIONS**

A. Jon Isom – Measure P Bridge Loan Presentation

**X. ADVANCED PLANNING**

A. Masters of Governance Workshop, March 27, 2017, 5:30 p.m.

B. Regular Board Meeting, April 12, 2017, 5:30 p.m.

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

**XII. RECONVENE TO OPEN SESSION**

**XIII. REPORT FROM CLOSED SESSION**

**XIV. ADJOURNMENT**



# **REPORTS AND PRESENTATIONS**

Adriana Toste

2016-2017 Commissioner of Academics

### **March 2016 Report**

**General:** Before break, the school held a Teacher's vs. Staff basketball game, where after they played into overtime, students won. Following break, ASB members have been busy preparing for 8th Grade Parents Night and Battle of the Sexes Week, expected to take place March 20-24.

**Sports:** Basketball and soccer have officially ended. They ended their season with senior nights before the break. Girls Varsity soccer are currently in playoffs. Tennis tryouts and conditioning has started. Also, softball and baseball are in full effect, and playing many games and having practices throughout the week.

**FFA:** Prior to break, Gustine FFA held the annual FFA Week where they had a number of activities. Following balloon sales, Aubrie Hazan was awarded FFA Sweetheart. Gustine FFA will taking 5 teams to the UC Davis Field Day (March 4th): Meats Judging, Dairy Judging, Livestock Judging, Nursery Landscape, and Food Science. Food Science will be competing for the state title. On March 7-10, two students will be attending Sacramento Leadership Experience where they learning how the government works within the agriculture industry. On March 1, the Livestock and Meats teams will be attending Chico State Field Day. On March 14, a number of students will be awarded their State FFA Degree, the highest degree the state can bestow. The Livestock & Nursery Landscape Team will be attending the Merced College Field Day on March 18th & on March 25th, the Dairy Judging Team & Livestock team will be attending the Modesto Junior College Field Day.

**Other Clubs:** Club Med is busy preparing for their biggest event, Relay for Life. Also, Yearbook is actively preparing for deadlines.



# Gustine High School

501 North Avenue, Gustine, CA 95322

Phone: (209) 854-6414

Fax: (209) 854-1955

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

## March GHS Board Report

We are well into the 2<sup>nd</sup> semester and as you are all aware, the speed with which this semester passes is astounding. Enrollment stands at 602 at GHS and 22 at Pioneer.

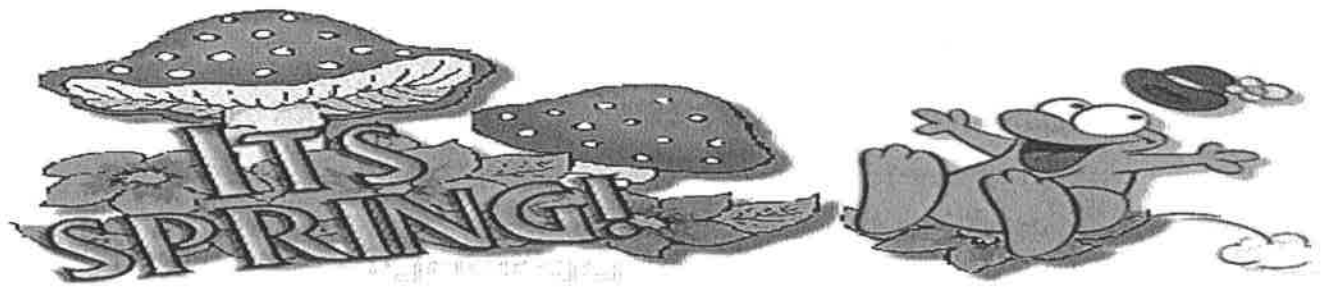
Winter Sports have been completed with our Girls soccer team making the playoffs! We dropped a tough 6-1 defeat to Hughson (eventual section finalist), however our star player Haley Pires scored another goal leaving her with a Gustine High School all-time record of 44 goals scored!

As Haley is only a sophomore, we can only imagine what she will do in the future along with her teammates! Spring sports has begun with promising expectations in baseball, softball, track and field, tennis, and golf, go Reds!

5 of our teachers and myself attended the Learning and the Brain Conference in San Francisco February 17-19. This conference in particular was extremely informative with the latest on educational research. Personally one of the highlights was being able to listen to keynote speaker Dr. John Hattie expound on his already voluminous body of research on learning. I thank the Board again for approving this worthwhile experience.

As always, GHS is looking forward to the much anticipated next Measure P phase where we will address the academic classroom and infrastructure needs of GUSD's oldest site.

"To the uneducated, an A is just three sticks."- A. A. Milne



March 2017

Romero Elementary Board Report:

Romero is "hopping" into spring and looking forward to the long days of continuing to support all children to reach their full potential.

On March 2, we celebrated Read across America. It was a great week of fun and lots of reading! Each student at Romero Elementary School received a free book to celebrate the day.

On March 10, we will have our Pride Rally. Many students were recognized for their hard work and successes.

On March 13, we hold our first Instructional Rounds. Three teacher's visited a classroom with a facilitator. The teachers had an opportunity to share, discuss and learn from their peers. It was a GREAT day and opportunity.

On March 21, we hold Kindergarten Round Up.

On March 25 is LOVE ROMERO DAY! It is a great opportunity to celebrate Romero and provide scholarships to former Romero students.

Thank you for all your support of Romero staff and students. Your time and dedication is appreciated.

With Respect,

Terry



# Gustine Middle School

"Home of the Braves"

Dr. Michael K. Bunch, Principal

Mrs. Jennifer Hanshew, Vice Principal

Mr. Horacio Mercado, GMS Counselor; Mrs. Kathy Cortez, GMS Secretary

## Administrative Report to the Gustine Unified School District

### Board of Education

March 8, 2017

**Name:** Michael Bunch, Ed. D.

**Position:** Principal

**School Site:** Gustine Middle School

**School Enrollment:** 421

**6<sup>th</sup> Grade:** 155

**7<sup>th</sup> Grade:** 121

**8<sup>th</sup> Grade:** 145

### Monthly Highlights:

GMS is currently buzzing with activity. During the month of March, we are excited for several upcoming activities. Recently, the GMS 8<sup>th</sup> grade students visited Gustine High School. Overall, students very much enjoyed learning about GHS and their future as 9<sup>th</sup> grade students. Also, the GMS 8<sup>th</sup> Grade students were measured for their promotion gowns. It is always an exciting time of the year for our promoting 8<sup>th</sup> graders.

Last week, two GMS teachers attended the California Association of Directors of Activities (CADA) conference. This is a great opportunity for GMS to continue offering a robust Leadership and ASB program for the students. Some of the workshops included strategies to ensure a safe and fun learning environment for students, as well as workshops ensuring proper management of ASB finances.

The 6<sup>th</sup> grade students are very excited to attend 6<sup>th</sup> grade camp next week at Camp Green Meadows. This remains an invaluable opportunity for our students to extend their learning beyond the classroom, and to continue to grow socially with their peers.

Finally, GMS Track and Field is underway. This is a non-cut sport and open enrollment for students is still available. Please see the attached schedule of tentative track-meets.

**Student Presentation:** The following GMS students want to discuss with you their excitement for our upcoming 6<sup>th</sup> Grade Camp trip.

*Jose Adame Hernandez, Ashlyn Alamo, Arturo Alapizco, Melanie De La Cruz, Patty Garcia Gomez, Garrett Gomes, Zander Miller, and Christina Moitozo*

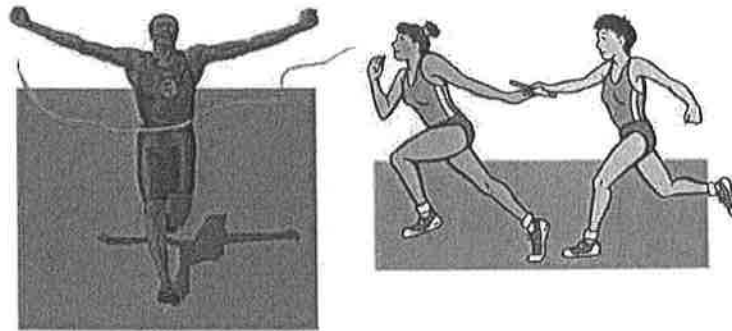
### See Attached Spring Sports Schedule:

28075 Sullivan Road  
Gustine, California 95322

Gustine Middle School  
Gustine Unified School District

Phone (209) 854-5030  
Fax (209) 854-9592

# 2017 G.M.S. Co-Ed Track Schedule



Date	Start Time	Departure	Location
3/23	3:30	2:15	Hickman Fun Meet @ Hughson H.S.
3/31	3:30	2:15	Hilmar Fun Meet @ Hilmar H.S.
4/7	3:30	2:00	Ross Invitational @ Turlock H.S.
4/27-4/29	Thurs. @ 4p.m. Friday @ 4 p.m. Saturday @ 8:30 a.m.	Thurs. @ 3:00 p.m. Friday @ 3:00 p.m. Sat. @ 7:45 a.m.	Merced County Jr. Olympics @ Golden Valley H.S.
5/6 or 5/13	T. B. A.	Parents transport if student qualifies to compete	Valley Champoinships @ Buchanan H.S. (Fresno)

Hilmar H.S.  
7807 Lander Ave.  
Hilmar, CA 95324

Turlock H.S.  
1600 E. Canal Dr.  
Turlock, CA 95380

Golden Valley H.S.  
2121 E. Childs Ave.  
Merced, CA 95341





# Gustine Middle School

"Home of the Braves"

Dr. Michael K. Bunch, Principal

Mrs. Jennifer Hanshew, Vice Principal

Mr. Horacio Mercado, GMS Counselor; Mrs. Kathy Cortez, GMS Secretary

## Upcoming Events:

<u>Event</u>	<u>Time</u>	<u>Date</u>	<u>Location</u>
Kid's Day	7:30 am	3/7/2017	GMS Parking Lot
ELD Coordinators PD	8:30 am	3/8/2017	District Office
DELAC Meeting	3:30 pm	3/8/2017	Gustine High School
GUSD Board Meeting	6:30 pm	3/8/2017	District Office
School Site Council	3:00 pm	3/15/2017	GMS Conference Room
GMSPTC Meeting	4:00 pm	3/15/2017	GMS Conference Room
6 <sup>th</sup> Grade Camp	--	3/13 - 3/17	Camp Green Meadows
Non-Student PD	--	3/20/2017	GMS Cafeteria
GMS Open House	5:30 pm	3/23/2017	School Wide
LCAP Presentation to Parents	5:30 pm	3/23/2017	GMS Library
Pride Rally	1:30 pm	3/31/2017	GMS Blacktop
LCAP Presentation to GMS Staff	2:00 pm	4/3/2017	GMS; Room TBD

28075 Sullivan Road  
Gustine, California 95322

Gustine Middle School  
Gustine Unified School District

Phone (209) 854-5030  
Fax (209) 854-9592

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

Name: Russell Hazan

Position: Director of Maintenance and Operations

Date: 3/8/17

## **MONTHLY REPORT**

This past month the maintenance department completed many different tasks, all while dealing with heavy rains which caused many problems throughout the district. From constantly pumping out Lake Romero, monitoring the storm drains at Gustine high school to prevent buildings from flooding to discovering and repairing roof leaks. Fire inspections were completed and went well throughout the district with some minor/common infractions that were easily corrected. We have been busy getting the baseball and softball fields ready for the upcoming season and trying to eliminate the weeds.

### **Romero Elementary School:**

- Flail mow empty field
- Fire Inspection
- Weed abatement
- Basic maintenance and work order completion as needed

### **Gustine Elementary School:**

- Remove downed tree
- Fire inspection
- Weed abatement
- Basic maintenance and work order completion as needed

### **Gustine Middle School:**

- Fire Inspection
- Spring sports field prep
- Weed abatement
- Basic maintenance and work order completion as needed

### **Gustine High School:**

- Fire inspection
- Repair HVAC unit
- Dethatch football field
- Weed abatement
- Spring sports field prep
- Basic maintenance and work order completion as needed

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

Name: Cheryl Pometta

Position: Transportation Director

Date: 3/2/17

MONTHLY HIGHLIGHTS

We are gearing up for spring sports and class field trips over the next three months. It will be a juggling act to cover everything.

We all enjoyed our week vacation.

Some of us attended a School Bus workshop on Saturday the 25<sup>th</sup> for an all-day training. Nicole Lyman, Mario Pena, Tim Allee and myself went.

We were giving tools and strategies to help with kids with special needs on our buses.

# CONSENT AGENDA

# MINUTES

**MINUTES OF THE SPECIAL MEETING GOVERNING BOARD  
GUSTINE UNIFIED SCHOOL DISTRICT  
JANUARY 26, 2017**

**TIME AND PLACE**

The regular meeting of the Gustine Unified School District Board of Education was held on Wednesday, January 26, 2017. The meeting was held in the Board Room, 1500 Meredith Avenue, Gustine, California.

**CALL TO ORDER**

The meeting was called to order at approximately 5:00 p.m. by Board President Crickett Brinkman. The Board went into Closed Session and reconvened to Open Session at approximately 6:05 p.m.

**COMMUNICATION FROM THE PUBLIC**

Mrs. Marianne Martin cautioned the Board that they could only talk about what is on the agenda during Closed Session.

**BOARD MEMBERS PRESENT**

Mrs. Crickett Brinkman, Board President, Mrs. Loretta Rose, Mrs. Pat Rocha, Mrs. Linetta Borrelli and Mr. Kevin Cordeiro.

**REPORT FROM CLOSED SESSION**

Nothing to report

**REVISION/ADOPTION/ORDERING OF AGENDA**

Mr. Morones amended the agenda with the following: Delete Closed Session Item D. Conference with Legal Counsel/Consultant (Govt. Code 54956.9); Under VIII. Communication From the Public is to be moved up just before V. Reports and Presentations; Action Item A. Cylinder and lock installation, key purchase, change the budget category to Deferred Maintenance Funds on the Summary Page; and lastly under V. Reports and Presentations Item A. Measure P Presentation – Mitch McAllister needs to be changed to read Measure P Discussion/Presentation.

**APPROVAL OF AGENDA**

Mrs. Rocha made a motion to approve the amended agenda, seconded by Mrs. Borrelli. Motion carried, 5-0.

**COMMUNICATION FROM THE PUBLIC**

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Mr. Andrew Bloom, who sits on the Bond Oversight Committee since it was established, read his statement. In his review of the Bond Documents and Procedures many questions arose that he needed answers to. He did his own research to obtain as much background information as possible. Throughout the process, he found answers to most of his concerns but he was still left with some unanswered questions. He compiled a written report and on December 29, 2016, he emailed it to Mr. Morones. After almost four weeks of waiting, he is pleased to report that last night Mr. Robert Borba, Mrs. Marianne Martin and himself were able to have a long productive meeting with Mr. Morones, Mrs. Lizett Aguilar, CBO, and Board President Crickett Brinkman. They addressed all the issues and questions he had in the report. At this time, he is encouraged by the track that the District appears to be on by rectifying these matters. Discussions were started to explore forming a sub-committee for Bond Projects consisting of not only Board Members but also Bond Oversight Members and Community Members. He was also pleased to hear that the Board will explore other methods of construction and not rely strictly on the Lease Lease-Back Process. They also discussed to make changes at the Board Meetings to allow more community attendance. He wanted to point out that not all the items on the report he sent were issues some just needed an explanation. While he feels like the majority of these items are being handled properly, some questions do remain and he has been assured that he would receive answers as they become available. Mr. Bloom respectfully asked the community members who attended the meeting to give the Board the opportunity and time to implement the procedures that he has been assured will take place. He encouraged anyone to speak with questions on Information Items regarding the Bond Project in the future only. At this point, they have opened up an excellent dialogue between the community and the Board. It is Mr. Bloom's intention to keep that dialogue open and not drive a wedge between the two.

Mrs. Brinkman then spoke to the Board reminding them that they cannot discuss these issues unless they are in public session. She thanked Mr. Bloom for his email to the District and voicing his concerns. It was very much appreciated for his time and detail he put into his report. He brought up some very valid points for the Board to look into and to consider. She reiterated that they had met with Mr. Bloom and responded to his concerns. They have a few more things to address but moving forward they are going in the right direction.

She also brought up the fact that there was an email response from one of her fellow Board Member that had some very unfortunate comments about Mr. Bloom. She just wanted to say that she personally is upset by it, she does not feel the same way, and she hopes the rest of the Boards feels as she does. She encouraged the public to attend Board Meetings and voice any concerns they may have.

Mr. Cordeiro commented that if the Board Member had replied to everyone in the group email those things probably wouldn't have been said because everyone would have seen it. Mrs. Brinkman stated that emails are just for information and they should not respond. If there is an issue that they need to talk to Mr. Morones about then they should meet with him in person. Mrs. Rocha also thanked Mr. Bloom for his report and she hopes that they can continue moving forward.

Mrs. Borrelli stated that she really appreciates the comments and concerns because she has the same concerns.

## REPORTS AND PRESENTATIONS

A. Measure P Discussion/Presentation -- Mitch McAllister -- Mr. Morones said the goal for this is to discuss with the Board regarding where they have been, where they are right now and to provide some options to the Board in going forward with Phase 2 with Measure P. Before Mr. McAllister began with his presentation, he reminded everyone that the Master Plan was based on the bond money and state funds. They are proceeding to get in line to receive all the money. Which is possibly \$13 million from local Measure P money and \$10 million from matching state money. The problem they have now is the state is moving slower than they would like in releasing the funds. The governor has to put restaff to process all the applications. GUSD hasn't applied for state funds because they must have Division State Architect (DSA) approved plans. GUSD must pay Mr. McAllister to get all the plans done before they can get in line for funding. The goal now is to finish the drawing within the next few months with the priorities in mind. Once the drawings are complete, they are submitted to the DSA and at the same time to CA Department of Education (CDE). They have to look at it and make sure everything is being done under their rules. Anytime there is state funding involved the Department of Education has to approve the plans as well. In about three months, the plans will be submitted to CDE and DSA. They may take anywhere from three to five months to approve the plans then they will complete the application to get in line for funding. The Office of Public Schools Construction (OPSC) will not approve the plans until they are ready to go to construction.

Mr. Morones asked Mr. McAllister to clarify the options regarding the selection of the contractor and whether or not the School District needs to use the Lease Lease-Back for Phase 2. Mr. McAllister mentioned that the majority of the projects are done through Lease Lease-Back. He explained the difference between Lease Lease-Back and Low Bid Methods. With the Low Bid Process, you would send the plans out to everybody and give a deadline to turn in bids and you would then accept the lowest bidder. The only criteria is they must prove financially that they can bid on it. You may get 10 to 20 bids and you would have to accept the lowest bidder. In the past, there has been many bids that have been awarded to contractors that were not known for their quality or their workability that had an "I don't care" attitude. They would build according on how they interpret the plans if there are any gray areas. They will take the lowest and cheapest route even though you may want the best materials. That is why the Lease Lease-Back Process became more popular. With the Lease Lease-Back Method that is developed through a financing mechanism. With the Lease Lease-Back Process, you don't select the contractor based on the bid price. They have the right to ask for qualifications, list of previous jobs, references and ask what their fee is which could vary from 8% to 16%. Once a contractor is selected, then sub-contractors are selected in which you can choose be involved with that process. With the lowest bid method they just give you a total amount so you don't know what their fee is. Even though you are guaranteed the lowest amount, it does not mean that it will be the cheapest in the end. There may be grey areas in the plans. Mrs. Marsigli asked Mr. McAllister why the District has spent over \$600,000.00 on any grey areas if his plans were used to get bids. Mr. McAllister stated that it is all about interpretation and that things change like materials, codes and certain items may no longer be available. Mr. Joe Martin also asked Mr. McAllister if a firm is being paid a percentage of the project and the Lease Lease-Back is more

expensive, would the company be making more money. Mr. McAllister answered yes but clarified by saying that he will go with any approach they want. His company computes their estimates based on past construction they have done recently. Sometimes the bids are over the estimate by 20%. They look at all the options available to them. For instance, the middle school, they looked at three different locations and did cost analysis of each of those three. They also look at the advantages and disadvantages of each project. It has to be functional. They don't make decisions based on what's cheaper. Since Mr. McAllister is paid on the actual cost of the project and if it ends up being less, his fee would be less but most want more features like computers, wiring, better finishes, more concrete or landscape instead of lowering the cost. Mr. McAllister stated that this District is very basic. The District doesn't have a lot of fancy finishes like stone, brick nor expensive roofs.

Mr. Bloom asked Mr. McAllister being that the District doesn't need to finance through the Lease Lease-Back Process, is it possible to go out to bid at the same time and compare the two. Is it possible to do both at the same time? McAllister replied stating that is where you have an unethical issue. Mr. Bloom continued asking about the financing aspect of the Lease Lease-Back Process. He wanted to know if the payments continued after the project is complete. The answer is yes because the payments to C. T. Bryton are divided equally. Lizett clarified that the contract is spaced over a year, thirteen payments, but the project was finished in seven months. Why should the District pay for finance charges when the money is there? Mr. Bloom stated that the amount financed for six months, about \$540,000, adds up to a lot of money. Why would the cost differ from a Lease Lease-Back to the Lowest Bidder Method? According to Mr. McAllister is shouldn't differ but with the Lease Lease-Back the District gets to be involved in the decision-making. Mr. Joe Martin asked if they could go through a Lease Lease-Back Method then after all the bids are received put it out to the Lowest Bid Method and if for some reason they didn't want the lowest bidder can they go back to the Lease Lease-Back Process. Mr. McAllister answered yes, but that there was a problem with doing it over and over again. In many cases, you don't have the time to bid it, which takes two months. If you want to re-bid, you would tell the contractor to hold the plans and you can re-bid in 2 to 3 weeks. If you want to go through another process you must get the plans back, send them out again which can take up to six months. You could be taking a risk because you could bid projects, turn around and re-bid them and they end up costing more. Timing is everything. Mrs. Brinkman said she heard a lot of great input and they have some future planning to put in place so everything can be more open and transparent. The decisions the Board made were in the best interest of the District at the time and this is where they are now.

Mr. Rich Ford commented saying that it's about trust now. He questioned the original list that Measure P was passed on. What happened to all those projects? A big chunk of the money is gone and we are only part way into it. He wasn't referring to the state bond that was just passed. Measure P wasn't passed with the anticipation of receiving state funds from Proposition 51. Mrs. Rocha said that right from the start, first talk about this bond, the high school was priority. Yes, the locker rooms were very much important but also was infrastructure. The plumbing throughout the school, the electrical is so old. So far, from looking at the critical list was the plumbing addressed? She doesn't think so. Was the electrical addressed? Was the intercom/bell



address? Was the fire alarm or the lead paint abatement addressed? All these were listed as potential critical needs. Yes, the locker rooms are beautiful now but the critical list still was not addressed. Mr. McAllister reminded the Board that those things were in fact addressed. Those drawings were done but the Board chose not to proceed with it. The Board decided not to spend millions dollars updating the classrooms wings because the Master Plan is saying the District is going to grow and the classrooms will be obsolete or inadequate within 5 years. That is why the locker room project was started first. There are plans to address everything on the list. The question is when does the Board want to start those projects? This is why the Master Plan was created, to prevent doing projects that would have to be torn out the following year. Mrs. Brinkman stated that as issues come up the Board would ask themselves if it could be paid out of other fund instead of Measure P. Mr. McAllister stated that 60% of Measure P money will be reimbursed from the State. It is not guaranteed but the likelihood is extremely high because the State has approved millions and millions of dollars for that purpose. Mr. Bloom said that that was the first time he has ever heard about Measure P being paid back. Mrs. Marsigli explained that the word is out that the Middle School Multipurpose/Gym is going to be built next and nobody is going to go for it. School Board Member, Kevin Cordeiro, stated that this is the problem. The community is upset because they think the Multipurpose Room is going to be built next because someone has been telling the community that. He continued by saying that all the other problems at the High School need to be addressed first. Mr. McAllister replied saying that it was up to the School Board to decide which option to select. Three options were given to them and they need to decide which phase is next.

Mr. McAllister presented the 2017 Project Options Presentation. Option #1 consist of Gustine High School Science Building Project and Fire Alarm, Gustine Middle School Fire Alarm, Gustine Elementary Fire Alarm, and Romero Elementary School MP Modernization and Fire Alarm. Option #2 consist of Gustine Middle School Multipurpose/Gym building and Fire Alarm, Gustine High School Fire Alarm, Gustine Elementary School Fire Alarm, and Romero Elementary School MP Modernization and Fire Alarm. Total cost for Option #1 is \$5,669,500.00. Total cost for Option #2 is \$5,410,000.00. Option #3 is if there is a way to do both options together then the cost would be \$10 million.

When the Bond was passed the proposed budget for the Middle School Multipurpose/Gym was \$6.5 million dollars and now its \$4 million. Mrs. Brinkman reminded everyone that some of the information that was given to them by a different consultant and his estimated were off. Mr. Joe Martin questioned how the high school locker rooms and the middle school multipurpose/gym cost the same. Mrs. Borrelli stated that there was a lot of removal at the high school. Mr. McAllister replied by stating that the main difference is the middle school locker rooms are very small. The most expensive spaces in a high school are the toilets, science and locker rooms. There are more plumbing fixtures at the high school then that at the middle school. Mr. Bloom wants the Board to google the Lease Lease-Back Method and the fundamental aspect of the build-in financing aspect. He does not agree with that method.

Mrs. Marsigli wanted to thank the Board for having this board meeting because there has been a lot of misconception and misunderstanding in the community. She got a lot answers. She did want the Board to know that she would like the science rooms to be build next. Mrs. Martin concurred, she also voted for the classrooms at the high school to be the next project. Mrs. Rose

also agreed. She is glad that the community members attended the meeting to let their vote known.

Mr. Bloom also questioned whether C.T. Bryton was the contractor for all Measure P Projects. Is the Board open to other options besides Lease Lease-Back Method? Is C.T. Bryton the only contractor that the Board will be looking at in the future? Is the Board going to go through the process in selecting a contractor for each project? Mr. McAllister stated that C.T. Bryton was selected as the Lease Lease-Back contractor for the Master Plan. Mrs. Brinkman confirmed that when the Board goes to decide the next phase they could choose to do either the Lease Lease-Back Method or the Low Bid Method and choose a contractor at the same time. Mr. Morones agreed that the Board has the autonomy go with C.T. Bryton or any other contractor for the next project.

No one at the meeting had anything negative to say about C.T. Bryton. Mrs. Andrade and Mrs. Rocha commended C.T. Bryton for doing a wonderful job. Mr. McAllister stated that C.T. Bryton was selected because they have an extremely good reputation.

#### **CONSENT AGENDA**

None

#### **INFORMATION**

None

#### **ACTION ITEMS**

A. Cylinder and lock installation, key purchase – Paid out of Deferred Maintenance Budget instead of Measure P Funds. The vendor will be giving the District a credit for all the cylinders. Mrs. Rocha made a motion to approve the amended Cylinder and lock installation, key purchase, seconded by Mrs. Rose. Motion carried, 5-0.

#### **ADVANCED PLANNING**

- A. Regular Board Meeting, February 8, 2017, 5:30 p.m.
- B. Budget Workshop for Board – School Financing including LCAP
- C. Masters of Governance Workshop for the Board – to implement protocols & procedures
- D. Recommend to the Board to create a Facility Sub-Committee consisting of 2-Board Members, Lizett, Russell, 1-Bond Committee Member, and 1 or 2 Community Members to ensure everything is being communicated to the community. They would recommend the next project to the Board.
- E. Approval for an RFQ – to have an outside person work as a project manager with all of the different projects that are going to be taking place. Person would be paid out of different funds not Measure P.
- F. Mrs. Rose wanted to remind the teachers present about the Mini Grant Deadline at the end of this month.

#### **ADJOURN TO CLOSED SESSION**

The Board adjourned to Closed Session at 8:39 p.m.

Minutes, Page 7 of 7  
January 26, 2017

**RECONVENE TO OPEN SESSION**

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

**REPORT FROM CLOSED SESSION**

Nothing to report

**ADJOURNMENT**

Mrs. Rocha made a motion to adjourn the meeting, seconded by Mr. Cordeiro. Motion carried, 5-0. Meeting adjourned at 10:29 p.m.

**APPROVED AND ADOPTED**

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Loretta Rose, Clerk



**MINUTES OF THE REGULAR MEETING GOVERNING BOARD  
GUSTINE UNIFIED SCHOOL DISTRICT  
FEBRUARY 8, 2017**

**TIME AND PLACE**

The regular meeting of the Gustine Unified School District Board of Education was held on Wednesday, February 8, 2017. The meeting was held in the Board Room, 1500 Meredith Avenue, Gustine, California.

**CALL TO ORDER**

The meeting was called to order at approximately 5:30 p.m. by Board President Crickett Brinkman. The Board went into Closed Session and reconvened to Open Session at approximately 6:38 p.m.

**BOARD MEMBERS PRESENT**

Mrs. Crickett Brinkman, Board President, Mrs. Loretta Rose, Mrs. Pat Rocha, and Mr. Kevin Cordeiro. Mrs. Linetta Borrelli was absent

**REPORT FROM CLOSED SESSION**

Nothing to report

**REVISION/ADOPTION/ORDERING OF AGENDA**

None

**APPROVAL OF AGENDA**

Mrs. Rocha made a motion to approve the agenda as presented, seconded by Mr. Cordeiro. Motion carried, 4-0-1 absent.

**REPORTS AND PRESENTATIONS**

A. Michael Ash from Christy White Associates – Mr. Ash spoke about the 2015-2016 Audit Report that was approved during the January meeting. He said that the audit report overall was great. There was only one finding. Lizett has already presented a very detailed action plan.

B. Student Report – Adriana Toste presented her report of activities at Gustine High School.

C. School Site Presentation – GHS Yosemite Trip – Mrs. Whitfield and two students, Macy Pires and Natalie Chavez, spoke about what a great experience they had going to Yosemite. They thanked the Board for approving the trip plus the cost of Via Transportation. It was an awesome trip.

D. GHS FFA Report – Marco Marsigli wanted the Board to know that FFA's busy season has begun. In the past month, FFA has had great success in many competitions such as Project Comp and Super Saturday's Speaking Contest. In addition, Gustine FFA's new Floral Design class has been very busy since its introduction. It has sold many floral arrangements for the school and community. Mrs. Rocha asked how one can order an arrangement and if they will deliver it.

E. Financial Report - Lizett Aguilar presented the monthly financial report for January. The District had a budget of \$22.7 million. Year to date it has spent \$10.7 million. It has encumbered \$6.4 million and reflected an ending cash balance of \$5.6 million.

F. Attendance Report – Lizett Aguilar presented her GUSD Attendance Summary for Month 5 and Month 6. At the end of Month 6, it reflected a total average attendance district-wide of 94.92%.

G. Board Reports – Mrs. Rose mentioned that some of the Board Members attended the CTA Dinner. It was very nice. Mrs. Rocha brought it to Mr. Dean Harris's attention about Board Meeting dates being incorrect in the newspaper. He said he would look into it.

H. Superintendent Report – Mr. Morones wanted to inform the Board and the community about the study session they had a couple of weeks ago. He met with Mr. Bloom last week and he has given him some names for the Measure P Facilities Sub-Committee. Some other community members have reached out to him as well. On the committee will be himself, some members from the Bond Oversight Committee, community members, Russel Hazan, Lizett, and the new project manager when he or she is selected. It would be a body that will be assessing the Districts priorities from the old priority list and the current list. They would be recommending to the Board what the community feels should be the next step. It would consist of 10-12 members including 1 or 2 Board Members.

He mentioned he attended the Governor's Budget Workshop in Sacramento with Lizett and Hugo. It was not a positive forecast financially. Everyone should be aware of that moving forward. The Governor has always been very cautious with his numbers but at this presentation, he was extremely concerned and cautious. In addition, earlier in the month they had Ribbon Cutting Ceremony for the new locker room. It was well attended. The feedback he received from staff, students and community members was extremely positive. A couple weeks ago, he attended the FFA Dinner with his wife. They really enjoyed it. Last week he and Marisol Juarez along with some administrators attended the every first job fair for this school year.

### **CONSENT AGENDA**

Mr. Cordeiro made a motion to approve the Consent Agenda as presented, seconded by Mrs. Rocha. Motion carried, 4-0-1 absent.

### **INFORMATION**

A. Update Board Bylaws Policy 3515.7 (Firearms on School Grounds) – Chief Dunford spoke about why he is against allowing adults to have guns on the campuses. Is the District ready to assume liability costs? The staff member will also be sued for everything they have. Do they take a psychological exam? Who will be providing the training? Keep in mind that 12% of the time the person misses their target. There are too many factors to consider. Mrs. Rocha first thought it was referring to only administrators that could carry concealed weapons. She agreed and she is having a hard time with any gun being on any campus. Community Member Mr. Jarrett Martin asked the Board if this was feasible? If not, then it's off the table. Is there going to be technical training besides the CW Class and who will be keeping track of that?

B. PTA/Booster Clubs Insurance – The Board looked over specific insurance costs from each PTA/Booster Club that have responded. Insurance companies will not issue one policy to cover all the clubs. Each PTA/Booster Club must purchase their own insurance. At the next Board Meeting, the Board will decide whether to cover or split some of the premium costs. Mrs. Rocha questioned if the State would allow that because of public funds. Mr. Morones said he discussed it with Council and Council said it was fine. Mr. Cano asked if there would be an agreement with the Booster Clubs to be able to look at their accounting books at any time if the Board decided to split the cost. Mr. Morones replied saying it could be written into the agreement.

C. LCAP Presentations - Kim Medeiros drafted an overview of the LCAP Funding. It shows how much funding there is, how many schools in the District. It gives the local control funding formula information about the priority that all of the goals are based on. The District receives a certain amount of funding per grade span. There is also additional monies based on the student groups such as low income, English Learners, and foster youth. All that money that they receive for those groups are how they increase their services or improve student services for all students but especially for those groups of students. There are three goals, 38 actions and services within those goals, 41 measures to see how they are meeting their goals. If not, what will they be doing differently in order to meet their goals? The LCAP Budget is for the services they are highlighting, not the entire LCFF Funding.

#### **COMMUNICATION FROM THE PUBLIC**

Mrs. Ledezma, Senior Advisor at GHS, and Med Abdallah, student at GHS, wanted to let the Board know that Prom has been scheduled for April 1<sup>st</sup> at Double T Ranch in Stevinson. The students will be driving themselves as they have in the past. The theme is Vintage Circus. Mrs. Rocha asked Dr. Petrone if there were any incidents last year that would curtail students from driving their vehicles. He replied by saying this would be the 3<sup>rd</sup> time in five years the student have had their prom at Double T Ranch and driving themselves without any issues.

Mr. Jarrett Martin had a comment regarding the sub-committee. He thinks that what they are proposing is more like having a Technical Advisory Committee instead of a Sub-Committee. The reason for that is there are technical things that come into play that the Board may not have the expertise. If you don't have the technical background, it's hard to understand it. A Technical Advisory Committee, he thinks, would serve well. Either through the Bond Oversight Committee and give them the technical guidance to give you proposals. These are just proposals to the Board whether it's called Technical Advisory Committee or a Sub-Committee. It offers more community involvement and more education, a different viewpoint for the Board. Right now, you have the Bond money that is being spent it would serve the Board well to have a Technical Advisory Committee made up of 6 or 7 people consisting of Bond Oversight Committee Members, community members, a teacher, and preferably one Board Member. Mrs. Rocha agrees, but wants to make sure that whomever is on that committee is qualified to able to do the "technical" part. People who could come back with real answers and who could do the research themselves to keep the Board informed. If this Bond is done correctly and we need another one down the road, the community won't hesitate to support it again.



### **ACTION ITEMS**

- A. Warrants – Mrs. Rocha questioned how long Mr. John Bernard would be on the warrants. Mr. Morones said that as of last Friday the District wouldn't use his services any longer. Mrs. Rocha made a motion to approve the warrants as presented, seconded by Mr. Cordeiro. Motion carried, 4-0-1 absent.
- B. Adult Ed Laptop Purchase – Mrs. Rocha made a motion to approve the Adult Ed Laptop Purchase as presented, seconded by Mrs. Rose. Motion carried, 4-0-1 absent.
- C. Survey and Geotechnical Proposals for Measure P Projects – Mr. Morones stated that these surveys need to be done to get DSA approval to get the District positioned to receive state matching funds. Mr. Cordeiro made a motion to approve the Survey and Geotechnical Proposals for Measure P Projects as presented, seconded by Mrs. Brinkman. Motion carried 4-0-1 absent.
- D. Marzano Research, LLC Requisition – 2017-2018 professional development for all teachers and administrators. The budget category would be from Title II, Teacher Quality Funds. Mr. Cordeiro made a motion to approve the Marzano Research, LLC Requisition as presented, seconded by Mrs. Rose. Motion carried, 4-0-1 absent.
- E. SpyGlass Agreement – Lizett explained this SpyGlass Company will help identify potential cost saving with the District's telecommunication systems. This is on top of E-Rate. The first year's savings will be paid to SpyGlass. The District will benefit after that. Mr. Cordeiro made a motion to approve SpyGlass Agreement as presented, seconded by Mrs. Rocha. Motion carried, 4-0-1 absent.
- F. UC Merced Agreement for Parent Empowerment Program – Mrs. Rocha made a motion to approve UC Merced Agreement for Parent Empowerment Program as presented, seconded by Mrs. Rose. Motion carried 4-0-1 absent.
- G. GES Requisition to Houghton Mifflin Harcourt - Interventions Solutions Group – Mrs. Rose made a motion to approve GES Requisition to Houghton Mifflin Harcourt as presented, seconded by Mr. Cordeiro. Motion carried, 4-0-1 absent.
- H. GES Organized ASB Adoption – Mrs. Rocha made a motion to approve GES Organized ASB Adoption as presented, seconded by Mrs. Rose. Motion carried, 4-0-1 absent.
- I. Appointment of Additional Bond Oversight Committee Members – Mr. Cordeiro made a motion to approve Appointment of Additional Bond Oversight Committee Members 1. Pacheco, Jennifer, 2. Alamo, Camille and 3. Borba, Robert as presented, seconded by Mrs. Rose. Motion carried, 4-0-1 absent.
- J. 2017/18 Calendar Revision – Three minimum days were added to support PLC training time for teachers and the Winter Break was adjusted to be closer to Christmas. Mrs. Rose made a

motion to approve 2017/18 Calendar Revision as presented, seconded by Mrs. Brinkman. Motion carried, 4-0-1 absent.

K. Approval of the E-Rate Proposals for WAN (wide area network) Connections – Lizett explained that GUSD applied for E-Rate Year 2017 to off-set the costs of wide area network (WAN) connections for the Gustine schools and the District Office. The District received bids from 2 telecommunication providers, AT&T and Zayo. The Board unanimously agreed to table Approval of the E-Rate Proposals for WAN (wide area network) Connections for March's Board Meeting.

L. Adult School GED Purchase – Mrs. Rocha made a motion to approve Adult School GED Purchase as presented, seconded by Mrs. Rose. Motioned carried, 4-0-1 absent.

M. 2015-2016 Audit Findings and Recommendations – Certification of Corrective Action – Mrs. Rose made a motion to approve 2015-2016 Audit Findings and Recommendations – Certification of Corrective Action as presented, seconded by Mrs. Rocha. Motion carried 4-0-1 absent.

#### **ADVANCED PLANNING**

- A. Regular Board Meeting, March 8, 2017, 5:30 p.m.
- B. Basic School Budget/Finance Study Session - Dates TBD
- C. Masters of Governance Workshop - Dates TBD

#### **ADJOURN TO CLOSED SESSION (If needed)**

The Board adjourned to Closed Session at 9:16 p.m.

#### **RECONVENE TO OPEN SESSION**

The Board reconvened to Open Session at 12:17 a.m.

#### **REPORT FROM CLOSED SESSION**

The Board took action to issue a notification of non-reelection to GUSD Certificated employee No. 1018 and No. 1019 pursuant to Education Code 44929.21, effective at the end of the 2016/17 school year and directed the Superintendent to send out the appropriate legal notices. The Roll Call vote was as follows: 4-aye, 0-no, 1-absent.

#### **ADJOURNMENT**

Mrs. Rose made a motion to adjourn the meeting, seconded by Mrs. Rose. Motion carried, 4-0-1 absent. Meeting adjourned at 12:23 a.m.

#### **APPROVED AND ADOPTED**

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Loretta Rose, Clerk

**MINUTES OF THE SPECIAL MEETING GOVERNING BOARD  
GUSTINE UNIFIED SCHOOL DISTRICT  
FEBRUARY 22, 2017**

**TIME AND PLACE**

The regular meeting of the Gustine Unified School District Board of Education was held on Wednesday, February 22, 2017. The meeting was held in the Board Room, 1500 Meredith Avenue, Gustine, California.

**CALL TO ORDER**

The meeting was called to order at approximately 5:30 p.m. by Board President Crickett Brinkman. The Board went into Closed Session and reconvened to Open Session at approximately 6:39 p.m.

**BOARD MEMBERS PRESENT**

Mrs. Crickett Brinkman, Board President, Mrs. Loretta Rose, Mrs. Pat Rocha, Mrs. Linetta Borrelli and Mr. Kevin Cordeiro.

**REPORT FROM CLOSED SESSION**

Nothing to report

**REVISION/ADOPTION/ORDERING OF AGENDA**

None

**APPROVAL OF AGENDA**

None

**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).

**REPORTS AND PRESENTATIONS**

None

**CONSENT AGENDA**

None

**INFORMATION**

None



**ACTION ITEMS**

None

**ADVANCED PLANNING**

- A. Regular Board Meeting, March 8, 2017, 5:30 p.m.
- B. Budget 101
- C. Masters of Governance Workshop for the Board – to implement protocols & procedures
- D. Board Study Session with Jon Isom – Possible Bridge Loan to escalate the District getting Series C Bond money quickly.
- E. Bring CSBA Delegate for vote in March

**ADJOURN TO CLOSED SESSION**

The Board adjourned to Closed Session at 6:45 p.m.

**RECONVENE TO OPEN SESSION**

The Board reconvened to Open Session at 8:34 p.m.

**REPORT FROM CLOSED SESSION**

Nothing to report

**ADJOURNMENT**

Mrs. Rocha made a motion to adjourn the meeting, seconded by Mrs. Rose. Motion carried, 5-0. Meeting adjourned at 8:37 p.m.

**APPROVED AND ADOPTED**

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Loretta Rose, Clerk

# **YEARLY CONTRACT RENEWALS**

# Software License Agreement



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This Software License Agreement ("Agreement") is entered into between Gray Step Software, Inc. ("Licensor") and Gustine Elementary School ("Customer") on July 1, 2017 ("Contract Date").

## 1. Definitions

- a. *Software*. The term "Software" shall mean the computer program in object code on the Licensor's website.
- b. *Customer*. The term "Customer" shall mean the named entities signing this agreement.

## 2. License

- a. *Grant of License*. Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a nonexclusive nontransferable license to use the Software on Licensor's Website.
- b. *Restrictions on Use*. Customer agrees to use the Software only for Customer's own business. Customer shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software, (ii) process or permit to be processed the data of any other party, (iii) use the Software in the operation of a service bureau, or (iv) use the Software in any manner that is unlawful, or that does not conform to local, state or federal guidelines or compliance.
- c. *Modifications, Reverse Engineering*. Customer agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse engineer the Software's computer programs.
- d. *Delivery*. Licensor shall grant access to the Software on Licensor's website within five (5) days of the effective date of this Agreement.
- e. *In General*. In consideration for the license granted by Licensor under this Agreement, Customer shall pay Licensor a fee in the amount \$ 399 annually beginning July 1, 2017 (the "License Fee"). License Fee is based on usage for the following number of sites.

### ASBWorks Accounting Software

QTY	TYPE	FEE	TOTAL
1	Elementary School	\$ 399	\$ 399
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
	Total		\$ 399

### Event Tracker Software

QTY	TYPE	FEE	TOTAL
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
	Total		\$ 0

Notes:

- f. *Payment Terms*. Payment in full shall be tendered within 45 days of the execution of this Agreement.
- g. *Taxes*. Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.
- h. *Optional Equipment*. Optional equipment such as point of sale hardware may be purchased at standard price sheet rates.

# Software License Agreement



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## 3. Ownership

- a. **Title.** Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party.
- b. **Pupil Records.** All Pupil Records obtained by the Licensor from the Customer continue to be the property of and under control of the Customer. At the Customer's request, all records will be made available by the Licensor to the Customer for the use of distribution to pupils, parents, and legal guardians at the Customer's discretion. The Licensor shall not use any information in a Pupil Record for any purposes other than those required or specifically permitted by the Software License Agreement.
- c. **Transfers.** Under no circumstances shall Customer allow access to any person or entity not named in this Agreement to Licensor's website and Software without Licensor's prior written consent.

## 4. Confidential Information

- a. **Confidentiality.** Customer agrees that the Software contains proprietary information, including trade secrets, know-how and confidential information that is the exclusive property of Licensor. During the period this Agreement is in effect and at all times after its termination, Customer and its employees shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Customer shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of Customer without the prior written consent of Licensor. Neither party shall use or disclose any Confidential Information, including information covered under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), provided by the other party except as necessary to carry out the terms of this contract. A party receiving Confidential Information from the other shall use the highest commercial reasonable degree of care to protect that Confidential Information, including ensuring that its employees with access to such Confidential Information have agreed in writing not to disclose the Confidential Information.

## 5. Use and Training

- a. **Use and Training.** Customer shall limit the use of the Software to its employees who have been appropriately trained. On-site training by Licensor may be provided for \$975 per full day of training (the amount below for training is not included as part of the License Fee in Section 2 above).

QTY (DAYS)	TYPE	FEE	TOTAL
N/A	N/A	\$	0
N/A	N/A	\$	0
	Total		\$ 0

Notes:

## 6. Warranty

- a. **Warranties.** Licensor makes no warranties with respect to the software, express or implied, including but not limited to the implied warranties of merchantability and fitness. Customer accepts the products "As Is".

## 7. Limitations Period

- a. **Limitations Period.** No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises.

## 8. No Consequential Damages

- a. **No Consequential Damages.** Licensor shall not be liable to Customer for indirect, special, incidental, exemplary or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from Customer's use or inability to use the Software, arising from any cause of action whatsoever, including contract, warranty, strict liability, or negligence, even if Licensor has been notified of the possibility of such damages, and that these limitations will apply notwithstanding any failure of essential purpose of this Agreement.

# Software License Agreement



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## 9. Limitation on Recovery

- a. **Limitation on Recovery.** Under no circumstances shall the liability of Licensor to Customer exceed the amounts paid by Customer to Licensor under this Agreement, the refund of the License Fee paid by Customer being Customer's sole remedy. Licensor may in its sole discretion provide modifications to keep the Software in substantial conformance with this Agreement, replace the Software, or refund the license fees paid to Licensor.

## 10. Term and Termination

- a. **Effective Date.** This Agreement and the license granted hereunder shall take effect on July 1, 2017 .
- b. **Annual Renewal.** This Agreement shall automatically renew July 1, 2018 for an annual fee of \$ 399 per year and each subsequent year, unless terminated as provided below. Upon renewal, the same terms and conditions contained in this Agreement shall apply except that Licensor shall provide Customer with a revised License Fee thirty (30) days before the anniversary date of this Agreement.
- c. **Termination.** Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence of one of the following events (an "Event of Default"): (i) In the event the other party violates any provision of this Agreement; or (ii) Upon a party giving thirty (30) day notice of its intent to terminate this Agreement prior to the anniversary date of this Agreement. Additionally, upon the Customer's request, the Licensor agrees that a Pupil's Records shall not be retained or available to the Licensor upon completion of the terms of the Agreement, or upon its termination.

## 11. Assignment

- a. **Assignment.** Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Licensor's prior written consent.

## 12. Force Majeure

- a. **Force Majeure.** Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors including the failure of Licensor's equipment or the business dissolution of Licensor. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

## 13. Notices

- a. **Notices.** All notices under this Agreement are to be delivered by (i) depositing the notice in the mail, using registered mail, return receipt requested, addressed to the address below or to any other address as the party may designate by providing notice, (ii) overnight delivery service addressed to the address below or to any other address as the party may designate by providing notice, or (iii) hand delivery to the individual designated below or to any other individual as the party may designate by providing notice. The notice shall be deemed delivered (i) if by registered mail, four (4) days after the notice's deposit in the mail, (ii) if by overnight delivery service, on the day of delivery, and (iii) if by hand delivery, on the date of hand delivery.

Licensor	Customer
Gray Step Software, Inc. PO Box 4408 El Dorado Hills, CA 95762	Gustine Elementary School 2806 Grove Ave. Gustine, CA 95322

## 14. General Provisions

- a. **Complete Agreement.** The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.
- b. **Amendment.** This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.
- c. **Waiver.** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

## Software License Agreement



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- d. *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- e. *Governing Law.* This Agreement and performance hereunder shall be governed by the laws of the State of California. Customer hereby agrees to submit to the jurisdiction of State and Federal Courts in the State of California.
- f. *Compliance.* The Customer agrees to work with the Licensor to ensure compliance with FERPA and other applicable student data privacy laws.
- g. *Data Security.* The Licensor maintains procedures to ensure the security and confidentiality of all pupil records, including but not limited to designing and training appropriate individuals on ensuring the security and confidentiality of pupil records. Such procedures include password protection, HTTPS protocol for data encryption, and secured redundant backups and mirrored drives. Licensor servers are located in a secure location that requires card key access and two-factor biometric authentication. Our server facility is guarded 24 hours per day, 7 days a week both on the interior and exterior of the facility, including cameras and personnel. In the event of an unauthorized disclosure of a Pupil's Records, the Licensor shall report said unauthorized disclosure to the Customer.
- h. *Independent Contractor.* Each party agrees and acknowledges that in its performance of its obligations under this Agreement, it is an independent contractor of the other party, and is solely responsible for its own activities. Neither party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other party in any manner whatsoever. No joint venture, franchise or partnership is intended to be formed by this Agreement.
- i. *Counterparts.* This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.
- j. *Read and Understood.* Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

IN WITNESS WHEREOF, IT IS AGREED: Licensor and Customer, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Licensor:

Customer:

Signature

Signature

Brian Cichella

Name

Name

President

Title

Title

Date

Date

# Software License Agreement



This Software License Agreement ("Agreement") is entered into between Gray Step Software, Inc. ("Licensor") and Gustine High School (Customer") on July 1, 2017 ("Contract Date").

## 1. Definitions

- Software.* The term "Software" shall mean the computer program in object code on the Licensor's website.
- Customer.* The term "Customer" shall mean the named entities signing this agreement.

## 2. License

- Grant of License.* Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a nonexclusive nontransferable license to use the Software on Licensor's Website.
- Restrictions on Use.* Customer agrees to use the Software only for Customer's own business. Customer shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software, (ii) process or permit to be processed the data of any other party, (iii) use the Software in the operation of a service bureau, or (iv) use the Software in any manner that is unlawful, or that does not conform to local, state or federal guidelines or compliance.
- Modifications, Reverse Engineering.* Customer agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse engineer the Software's computer programs.
- Delivery.* Licensor shall grant access to the Software on Licensor's website within five (5) days of the effective date of this Agreement.
- In General.* In consideration for the license granted by Licensor under this Agreement, Customer shall pay Licensor a fee in the amount \$1,295 annually beginning July 1, 2017 (the "License Fee"). License Fee is based on usage for the following number of sites.

### ASBWorks Accounting Software

QTY	TYPE	FEE	TOTAL
1	Junior High School	\$ 1,295	\$ 1,295
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
	Total		\$ 1,295

### Event Tracker Software

QTY	TYPE	FEE	TOTAL
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
	Total		\$ 0

Notes:

- Payment Terms.* Payment in full shall be tendered within 45 days of the execution of this Agreement.
- Taxes.* Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.
- Optional Equipment.* Optional equipment such as point of sale hardware may be purchased at standard price sheet rates.



# Software License Agreement



ASBWorks  
.com

## 3. Ownership

- a. **Title.** Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party.
- b. **Pupil Records.** All Pupil Records obtained by the Licensor from the Customer continue to be the property of and under control of the Customer. At the Customer's request, all records will be made available by the Licensor to the Customer for the use of distribution to pupils, parents, and legal guardians at the Customer's discretion. The Licensor shall not use any information in a Pupil Record for any purposes other than those required or specifically permitted by the Software License Agreement.
- c. **Transfers.** Under no circumstances shall Customer allow access to any person or entity not named in this Agreement to Licensor's website and Software without Licensor's prior written consent.

## 4. Confidential Information

- a. **Confidentiality.** Customer agrees that the Software contains proprietary information, including trade secrets, know-how and confidential information that is the exclusive property of Licensor. During the period this Agreement is in effect and at all times after its termination, Customer and its employees shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Customer shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of Customer without the prior written consent of Licensor. Neither party shall use or disclose any Confidential Information, including information covered under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), provided by the other party except as necessary to carry out the terms of this contract. A party receiving Confidential Information from the other shall use the highest commercial reasonable degree of care to protect that Confidential Information, including ensuring that its employees with access to such Confidential Information have agreed in writing not to disclose the Confidential Information.

## 5. Use and Training

- a. **Use and Training.** Customer shall limit the use of the Software to its employees who have been appropriately trained. On-site training by Licensor may be provided for \$975 per full day of training (the amount below for training is not included as part of the License Fee in Section 2 above).

QTY (DAYS)	TYPE	FEE	TOTAL
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
	Total		\$ 0

Notes:

## 6. Warranty

- a. **Warranties.** Licensor makes no warranties with respect to the software, express or implied, including but not limited to the implied warranties of merchantability and fitness. Customer accepts the products "As Is".

## 7. Limitations Period

- a. **Limitations Period.** No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises.

## 8. No Consequential Damages

- a. **No Consequential Damages.** Licensor shall not be liable to Customer for indirect, special, incidental, exemplary or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from Customer's use or inability to use the Software, arising from any cause of action whatsoever, including contract, warranty, strict liability, or negligence, even if Licensor has been notified of the possibility of such damages, and that these limitations will apply notwithstanding any failure of essential purpose of this Agreement.

# Software License Agreement



## 9. Limitation on Recovery

- a. *Limitation on Recovery.* Under no circumstances shall the liability of Licensor to Customer exceed the amounts paid by Customer to Licensor under this Agreement, the refund of the License Fee paid by Customer being Customer's sole remedy. Licensor may in its sole discretion provide modifications to keep the Software in substantial conformance with this Agreement, replace the Software, or refund the license fees paid to Licensor.

## 10. Term and Termination

- a. *Effective Date.* This Agreement and the license granted hereunder shall take effect on July 1, 2017.
- b. *Annual Renewal.* This Agreement shall automatically renew July 1, 2018 for an annual fee of ~~\$1,295~~ per year and each subsequent year, unless terminated as provided below. Upon renewal, the same terms and conditions contained in this Agreement shall apply except that Licensor shall provide Customer with a revised License Fee thirty (30) days before the anniversary date of this Agreement.
- c. *Termination.* Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence of one of the following events (an "Event of Default"): (i) In the event the other party violates any provision of this Agreement; or (ii) Upon a party giving thirty (30) day notice of its intent to terminate this Agreement prior to the anniversary date of this Agreement. Additionally, upon the Customer's request, the Licensor agrees that a Pupil's Records shall not be retained or available to the Licensor upon completion of the terms of the Agreement, or upon its termination.

## 11. Assignment

- a. *Assignment.* Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Licensor's prior written consent.

## 12. Force Majeure

- a. *Force Majeure.* Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors including the failure of Licensor's equipment or the business dissolution of Licensor. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

## 13. Notices

- a. *Notices.* All notices under this Agreement are to be delivered by (i) depositing the notice in the mail, using registered mail, return receipt requested, addressed to the address below or to any other address as the party may designate by providing notice, (ii) overnight delivery service addressed to the address below or to any other address as the party may designate by providing notice, or (iii) hand delivery to the individual designated below or to any other individual as the party may designate by providing notice. The notice shall be deemed delivered (i) if by registered mail, four (4) days after the notice's deposit in the mail, (ii) if by overnight delivery service, on the day of delivery, and (iii) if by hand delivery, on the date of hand delivery.

Licensor	Customer
Gray Step Software, Inc. PO Box 4408 El Dorado Hills, CA 95762	Gustine High School 501 North Ave. Gustine, CA 95322

## 14. General Provisions

- a. *Complete Agreement.* The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.
- b. *Amendment.* This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.
- c. *Waiver.* The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

## Software License Agreement



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- d. **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- e. **Governing Law.** This Agreement and performance hereunder shall be governed by the laws of the State of California. Customer hereby agrees to submit to the jurisdiction of State and Federal Courts in the State of California.
- f. **Compliance.** The Customer agrees to work with the Licensor to ensure compliance with FERPA and other applicable student data privacy laws.
- g. **Data Security.** The Licensor maintains procedures to ensure the security and confidentiality of all pupil records, including but not limited to designing and training appropriate individuals on ensuring the security and confidentiality of pupil records. Such procedures include password protection, HTTPS protocol for data encryption, and secured redundant backups and mirrored drives. Licensor servers are located in a secure location that requires card key access and two-factor biometric authentication. Our server facility is guarded 24 hours per day, 7 days a week both on the interior and exterior of the facility, including cameras and personnel. In the event of an unauthorized disclosure of a Pupil's Records, the Licensor shall report said unauthorized disclosure to the Customer.
- h. **Independent Contractor.** Each party agrees and acknowledges that in its performance of its obligations under this Agreement, it is an independent contractor of the other party, and is solely responsible for its own activities. Neither party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other party in any manner whatsoever. No joint venture, franchise or partnership is intended to be formed by this Agreement.
- i. **Counterparts.** This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.
- j. **Read and Understood.** Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

IN WITNESS WHEREOF, IT IS AGREED: Licensor and Customer, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Licensor:

Customer:

Signature

Brian Cichella

Name

President

Title

Date

Signature

Name

Title

Date

# Software License Agreement



This Software License Agreement ("Agreement") is entered into between Gray Step Software, Inc. ("Licensor") and Gustine Middle School ("Customer") on July 1, 2017 ("Contract Date").

## 1. Definitions

- Software.** The term "Software" shall mean the computer program in object code on the Licensor's website.
- Customer.** The term "Customer" shall mean the named entities signing this agreement.

## 2. License

- Grant of License.** Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a nonexclusive nontransferable license to use the Software on Licensor's Website.
- Restrictions on Use.** Customer agrees to use the Software only for Customer's own business. Customer shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software, (ii) process or permit to be processed the data of any other party, (iii) use the Software in the operation of a service bureau, or (iv) use the Software in any manner that is unlawful, or that does not conform to local, state or federal guidelines or compliance.
- Modifications, Reverse Engineering.** Customer agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse engineer the Software's computer programs.
- Delivery.** Licensor shall grant access to the Software on Licensor's website within five (5) days of the effective date of this Agreement.
- In General.** In consideration for the license granted by Licensor under this Agreement, Customer shall pay Licensor a fee in the amount \$ 799 annually beginning July 1, 2017 (the "License Fee"). License Fee is based on usage for the following number of sites.

### ASBWorks Accounting Software

QTY	TYPE	FEE	TOTAL
1	Middle School	\$ 799	\$ 799
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
	Total		\$ 799

### Event Tracker Software

QTY	TYPE	FEE	TOTAL
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
N/A	N/A	\$	\$ 0
	Total		\$ 0

Notes:

- Payment Terms.** Payment in full shall be tendered within 45 days of the execution of this Agreement.
- Taxes.** Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.
- Optional Equipment.** Optional equipment such as point of sale hardware may be purchased at standard price sheet rates.

# Software License Agreement



ASBWorks  
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## 3. Ownership

- a. **Title.** Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party.
- b. **Pupil Records.** All Pupil Records obtained by the Licensor from the Customer continue to be the property of and under control of the Customer. At the Customer's request, all records will be made available by the Licensor to the Customer for the use of distribution to pupils, parents, and legal guardians at the Customer's discretion. The Licensor shall not use any information in a Pupil Record for any purposes other than those required or specifically permitted by the Software License Agreement.
- c. **Transfers.** Under no circumstances shall Customer allow access to any person or entity not named in this Agreement to Licensor's website and Software without Licensor's prior written consent.

## 4. Confidential Information

- a. **Confidentiality.** Customer agrees that the Software contains proprietary information, including trade secrets, know-how and confidential information that is the exclusive property of Licensor. During the period this Agreement is in effect and at all times after its termination, Customer and its employees shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Customer shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of Customer without the prior written consent of Licensor. Neither party shall use or disclose any Confidential Information, including information covered under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), provided by the other party except as necessary to carry out the terms of this contract. A party receiving Confidential Information from the other shall use the highest commercial reasonable degree of care to protect that Confidential Information, including ensuring that its employees with access to such Confidential Information have agreed in writing not to disclose the Confidential Information.

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- a. **Use and Training.** Customer shall limit the use of the Software to its employees who have been appropriately trained. On-site training by Licensor may be provided for \$975 per full day of training (the amount below for training is not included as part of the License Fee in Section 2 above).

QTY (DAYS)	TYPE	FEE	TOTAL
N/A	N/A	\$	0
N/A	N/A	\$	0
	Total		\$ 0

Notes:

## 6. Warranty

- a. **Warranties.** Licensor makes no warranties with respect to the software, express or implied, including but not limited to the implied warranties of merchantability and fitness. Customer accepts the products "As Is".

## 7. Limitations Period

- a. **Limitations Period.** No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises.

## 8. No Consequential Damages

- a. **No Consequential Damages.** Licensor shall not be liable to Customer for indirect, special, incidental, exemplary or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from Customer's use or inability to use the Software, arising from any cause of action whatsoever, including contract, warranty, strict liability, or negligence, even if Licensor has been notified of the possibility of such damages, and that these limitations will apply notwithstanding any failure of essential purpose of this Agreement.

# Software License Agreement



ASBWorks  
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## 9. Limitation on Recovery

- a. *Limitation on Recovery.* Under no circumstances shall the liability of Licensor to Customer exceed the amounts paid by Customer to Licensor under this Agreement, the refund of the License Fee paid by Customer being Customer's sole remedy. Licensor may in its sole discretion provide modifications to keep the Software in substantial conformance with this Agreement, replace the Software, or refund the license fees paid to Licensor.

## 10. Term and Termination

- a. *Effective Date.* This Agreement and the license granted hereunder shall take effect on July 1, 2017 .
- b. *Annual Renewal.* This Agreement shall automatically renew July 1, 2018 for an annual fee of \$ 799 per year and each subsequent year, unless terminated as provided below. Upon renewal, the same terms and conditions contained in this Agreement shall apply except that Licensor shall provide Customer with a revised License Fee thirty (30) days before the anniversary date of this Agreement.
- c. *Termination.* Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence of one of the following events (an "Event of Default"): (i) In the event the other party violates any provision of this Agreement; or (ii) Upon a party giving thirty (30) day notice of its intent to terminate this Agreement prior to the anniversary date of this Agreement. Additionally, upon the Customer's request, the Licensor agrees that a Pupil's Records shall not be retained or available to the Licensor upon completion of the terms of the Agreement, or upon its termination.

## 11. Assignment

- a. *Assignment.* Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Licensor's prior written consent.

## 12. Force Majeure

- a. *Force Majeure.* Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors including the failure of Licensor's equipment or the business dissolution of Licensor. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

## 13. Notices

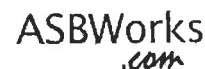
- a. *Notices.* All notices under this Agreement are to be delivered by (i) depositing the notice in the mail, using registered mail, return receipt requested, addressed to the address below or to any other address as the party may designate by providing notice, (ii) overnight delivery service addressed to the address below or to any other address as the party may designate by providing notice, or (iii) hand delivery to the individual designated below or to any other individual as the party may designate by providing notice. The notice shall be deemed delivered (i) if by registered mail, four (4) days after the notice's deposit in the mail, (ii) if by overnight delivery service, on the day of delivery, and (iii) if by hand delivery, on the date of hand delivery.

Licensor	Customer
Gray Step Software, Inc. PO Box 4408 El Dorado Hills, CA 95762	Gustine Middle School 28075 Sullivan Road Gustine, CA 95322

## 14. General Provisions

- a. *Complete Agreement.* The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.
- b. *Amendment.* This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.
- c. *Waiver.* The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

# Software License Agreement



- d. **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- e. **Governing Law.** This Agreement and performance hereunder shall be governed by the laws of the State of California. Customer hereby agrees to submit to the jurisdiction of State and Federal Courts in the State of California.
- f. **Compliance.** The Customer agrees to work with the Licensor to ensure compliance with FERPA and other applicable student data privacy laws.
- g. **Data Security.** The Licensor maintains procedures to ensure the security and confidentiality of all pupil records, including but not limited to designing and training appropriate individuals on ensuring the security and confidentiality of pupil records. Such procedures include password protection, HTTPS protocol for data encryption, and secured redundant backups and mirrored drives. Licensor servers are located in a secure location that requires card key access and two-factor biometric authentication. Our server facility is guarded 24 hours per day, 7 days a week both on the interior and exterior of the facility, including cameras and personnel. In the event of an unauthorized disclosure of a Pupil's Records, the Licensor shall report said unauthorized disclosure to the Customer.
- h. **Independent Contractor.** Each party agrees and acknowledges that in its performance of its obligations under this Agreement, it is an independent contractor of the other party, and is solely responsible for its own activities. Neither party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other party in any manner whatsoever. No joint venture, franchise or partnership is intended to be formed by this Agreement.
- i. **Counterparts.** This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.
- j. **Read and Understood.** Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

IN WITNESS WHEREOF, IT IS AGREED: Licensor and Customer, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Licensor:

Customer:

Signature

Signature

Brian Cichella

Name

Name

President

Title

Title

Date

Date



# **ACTION ITEMS**

# GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

March 8, 2017

---

**AGENDA ITEM TITLE:** Warrants

**AGENDA SECTION:** Action

**PRESENTED BY:** Bill Morones, Superintendent

**SUMMARY:**

Monthly warrants are presented to the Board to ratify.

**FISCAL IMPACT:** Total of Warrants

**BUDGET CATEGORY:** All District Funds

**RECOMMENDED ACTION:** Approve

Batch status: A All

From batch: 0027

To batch: 0027

Include Revolving Cash: Y

Include Address: N

Include Object Desc: Y

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

MERCED COUNTY OFFICE OF EDUCATION  
WARRANT REGISTER BATCH COVER

**Gustine**

DATE: 2/14/17

DISTRICT FUND: 01 - 5070

BATCH# 27

DISTRICT NAME: 14 - GUSTINE UNIFIED SCHOOL DISTRICT

TOTAL AMOUNT OF REGISTER: \$ 290,863.71

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

CHECK LIST FOR WARRANT REGISTERS  
(PLEASE CHECKMARK EACH)

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

**ALL BATCHES MUST BE RELEASED AND HELD FOR AUDIT**

DISTRICT SERVICES USE ONLY

RECEIVED BY DISTRICT SERVICES: \_\_\_\_\_

AUDIT APPROVED: \_\_\_\_\_

CASH CHECKED: \_\_\_\_\_

RELEASED FOR PAYMENT: \_\_\_\_\_

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2 T9MPS					
102382/00	AMERIPRIDE UNIFORM SERVICES							
PV-170466	02/13/2017	1501803241	01-8150-0-5560.00-0000-8110-112-000-000 NN					106.59
			LAUNDRY/DRY CLEANING					
PV-170466	02/13/2017	1501813238	01-8150-0-5560.00-0000-8110-112-000-000 NN					30.00
			LAUNDRY/DRY CLEANING					
PV-170466	02/13/2017	1501803242	01-8150-0-5560.00-0000-8110-112-000-000 NN					17.94
			LAUNDRY/DRY CLEANING					
PV-170466	02/13/2017	1501813239	01-8150-0-5560.00-0000-8110-112-000-000 NN					11.45
			LAUNDRY/DRY CLEANING					
PV-170466	02/13/2017	1501799050	01-8150-0-5560.00-0000-8110-112-000-000 NN					115.14
			LAUNDRY/DRY CLEANING					
PV-170466	02/13/2017	1501808421	01-8150-0-5560.00-0000-8110-112-000-000 NN					115.14
			LAUNDRY/DRY CLEANING					
PV-170466	02/13/2017	1501818999	01-8150-0-5560.00-0000-8110-112-000-000 NN					115.14
			LAUNDRY/DRY CLEANING					
PV-170466	02/13/2017	1501803240	01-8150-0-5560.00-0000-8110-112-000-000 NN					11.46
			LAUNDRY/DRY CLEANING					
PV-170466	02/13/2017	1501813237	01-8150-0-5560.00-0000-8110-112-000-000 NN					11.46
			LAUNDRY/DRY CLEANING					
PV-170466	02/13/2017	1501803239	01-8150-0-5560.00-0000-8110-112-000-000 NN					80.30
			LAUNDRY/DRY CLEANING					
PV-170466	02/13/2017	1501807979	01-8150-0-5560.00-0000-8110-112-000-000 NN					34.88
			LAUNDRY/DRY CLEANING					
PV-170466	02/13/2017	1501813236	01-8150-0-5560.00-0000-8110-112-000-000 NN					80.30
			LAUNDRY/DRY CLEANING					
PV-170466	02/13/2017	1501818010	01-8150-0-5560.00-0000-8110-112-000-000 NN					34.88
			LAUNDRY/DRY CLEANING					
PV-170466	02/13/2017	1501803238	01-8150-0-5560.00-0000-8110-112-000-000 NN					121.59
			LAUNDRY/DRY CLEANING					
PV-170466	02/13/2017	1501807978	01-8150-0-5560.00-0000-8110-112-000-000 NN					30.00
			LAUNDRY/DRY CLEANING					
PV-170466	02/13/2017	1501818006	01-8150-0-5560.00-0000-8110-112-000-000 NN					30.00
			LAUNDRY/DRY CLEANING					
TOTAL PAYMENT AMOUNT			946.27 *					946.27

103193/00	AMS.NET							
170650	PO-170602	02/13/2017	INVOICE-0011517	1	01-0815-0-4400.00-1110-1000-112-000-000 NN F	2,897.29		2,625.70
					NON-CAPITALIZED EQUIPMENT			
170651	PO-170603	02/13/2017	INVOICE-0011554	1	01-0815-0-4400.00-1110-1000-112-000-000 NN F	4,288.35		3,836.95
					NON-CAPITALIZED EQUIPMENT			
170652	PO-170604	02/13/2017	INVOICE-0011518	1	01-0815-0-4400.00-1110-1000-112-000-000 NN F	604.04		405.10
					NON-CAPITALIZED EQUIPMENT			
170653	PO-170605	02/13/2017	INVOICE-0011519	1	01-0815-0-4400.00-1110-1000-112-000-000 NN F	15,294.82		14,810.46
					NON-CAPITALIZED EQUIPMENT			

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

103193 (CONTINUED)

170654 PO-170606 02/13/2017 INVOICE-0011516	1 01-0815-0-4400.00-1110-1000-112-000-000 NN F	4,009.84	3,735.67
	NON-CAPITALIZED EQUIPMENT		
TOTAL PAYMENT AMOUNT	25,413.88 *		25,413.88

100213/00 ANAHEIM MARRIOTT

170831 PO-170803 02/13/2017 PAID WITH PERSONAL ACCT	1 01-6500-0-5200.00-5001-7200-112-000-000 NN C	444.42	0.00
	TRAVEL & CONFERENCE		
TOTAL PAYMENT AMOUNT	0.00 *		0.00

006217/00 ATKINSON ANDELSON LOYA 953378600

PV-170470 02/13/2017 513245	01-0000-0-5801.00-0000-7100-112-000-000 NY		74.81
	LEGAL FEES		
TOTAL PAYMENT AMOUNT	74.81 *		74.81

102159/00 BEDFORD, TRACY

170816 PO-170816 02/13/2017 ASB WRKSH MIEAGE REIMB	1 01-0824-0-5200.00-1110-1000-110-000-210 NN F	32.10	32.10
	TRAVEL & CONFERENCE		
TOTAL PAYMENT AMOUNT	32.10 *		32.10

101656/00 BONANDER TRUCK

170766 PO-170730 02/13/2017 739273	1 01-0823-0-4344.00-0000-3600-112-000-000 NN P	244.47	244.47
	REPLACEMENT PARTS		
170766 PO-170730 02/13/2017 739606	1 01-0823-0-4344.00-0000-3600-112-000-000 NN P	72.85	72.85
	REPLACEMENT PARTS		
170766 PO-170730 02/13/2017 CM739606	1 01-0823-0-4344.00-0000-3600-112-000-000 NN M	0.00	-66.79
	REPLACEMENT PARTS		
170766 PO-170730 02/13/2017 740943	1 01-0823-0-4344.00-0000-3600-112-000-000 NN P	139.75	139.75
	REPLACEMENT PARTS		
TOTAL PAYMENT AMOUNT	390.28 *		390.28

104569/00 BONDS & SON SEPTIC TANK 565555717

170527 PO-170502 02/13/2017 GHS SEPTIC TANK PUMP	1 01-7010-0-5899.00-1110-1000-310-000-000 NY F	230.00	230.00
	OTHER SERVICES, FEES, OP EXPS		
TOTAL PAYMENT AMOUNT	230.00 *		230.00



Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2 T9MPS				
013023/00	BUREAU OF EDUCATION	000000000					
170702	PO-170684	02/13/2017	4720862	1 01-0824-0-5200.00-1110-1000-110-000-200 NN F	225.00	245.00	
			TRAVEL & CONFERENCE				
			TOTAL PAYMENT AMOUNT	245.00 *			245.00
103393/00	CALIFORNIA INTERSCHOLASTIC						
170820	PO-170792	02/13/2017	27861	1 01-1100-0-5300.00-1801-4200-310-000-000 NN F	407.32	407.32'	
			DUES & MEMBERSHIPS				
			TOTAL PAYMENT AMOUNT	407.32 *			407.32
104784/00	CENTRAL REGION SCHOOL						
	PV-170476	02/13/2017	CLAIM NO. 160035	01-0000-0-5450.00-0000-7200-112-000-000 NN		2,000.00	
			OTHER INSURANCE				
			TOTAL PAYMENT AMOUNT	2,000.00 *			2,000.00
104854/00	CERES WORLD TRAVEL	680532311					
170709	PO-170794	02/13/2017	CST# 2016524	1 01-3010-0-5200.00-1110-1000-115-000-000 NY F	1,795.60	1,795.60	
			TRAVEL & CONFERENCE				
170811	PO-170799	02/13/2017	CACA CONF FLIGHT & ROOMS	1 01-0824-0-5200.00-1110-1000-110-000-107 NY F	2,693.40	2,693.40	
			TRAVEL & CONFERENCE				
			TOTAL PAYMENT AMOUNT	4,489.00 *			4,489.00
019127/00	COAST HARDWARE	000000000					
170269	PO-170233	02/13/2017	341701	1 01-0823-0-4300.00-0000-3600-112-000-000 NN P	4.30	4.30	
			SUPPLIES				
170680	PO-170670	02/13/2017	339286	1 01-8150-0-4300.00-0000-8110-112-000-000 NN P	9.70	9.70	
			SUPPLIES				
170680	PO-170670	02/13/2017	339778	1 01-8150-0-4300.00-0000-8110-112-000-000 NN P	9.91	9.91	
			SUPPLIES				
170680	PO-170670	02/13/2017	339795	1 01-8150-0-4300.00-0000-8110-112-000-000 NN P	19.14	19.14	
			SUPPLIES				
170680	PO-170670	02/13/2017	339859	1 01-8150-0-4300.00-0000-8110-112-000-000 NN P	2.16	2.16	
			SUPPLIES				
170680	PO-170670	02/13/2017	339983	1 01-8150-0-4300.00-0000-8110-112-000-000 NN P	70.15	70.15	
			SUPPLIES				
170680	PO-170670	02/13/2017	340014	1 01-8150-0-4300.00-0000-8110-112-000-000 NN P	8.49	8.49	
			SUPPLIES				
170680	PO-170670	02/13/2017	340056	1 01-8150-0-4300.00-0000-8110-112-000-000 NN P	17.26	17.26	
			SUPPLIES				

Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num		Liq Amt	Net Amount
Req	Reference	Date	Description		FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2	T9MPS			
019127 (CONTINUED)									
170680	PO-170670	02/13/2017	340325	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	35.55	35.55
170680	PO-170670	02/13/2017	340372	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	3.88	3.88
170680	PO-170670	02/13/2017	340425	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	32.04	32.04
170680	PO-170670	02/13/2017	340436	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	5.93	5.93
170680	PO-170670	02/13/2017	340465	1	01-8150-0-4300.00-0000-8110-112-000-000	NN M	SUPPLIES	0.00	-5.93
170680	PO-170670	02/13/2017	340473	1	01-8150-0-4300.00-0000-8110-112-000-000	NN M	SUPPLIES	0.00	-20.29
170680	PO-170670	02/13/2017	340514	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	20.80	20.80
170680	PO-170670	02/13/2017	340566	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	11.33	11.33
170680	PO-170670	02/13/2017	340687	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	8.63	8.63
170680	PO-170670	02/13/2017	341145	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	4.43	4.43
170680	PO-170670	02/13/2017	341160	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	8.62	8.62
170680	PO-170670	02/13/2017	341250	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	88.37	88.37
170680	PO-170670	02/13/2017	341261	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	43.09	43.09
170680	PO-170670	02/13/2017	341437	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	0.24	0.24
170680	PO-170670	02/13/2017	341449	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	34.46	34.46
170680	PO-170670	02/13/2017	341456	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	0.59	0.59
170680	PO-170670	02/13/2017	341802	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	8.71	8.71
170680	PO-170670	02/13/2017	341804	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	4.84	4.84
170680	PO-170670	02/13/2017	341854	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	6.45	6.45
170680	PO-170670	02/13/2017	339341	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	SUPPLIES	19.41	19.41
	PV-170477	02/13/2017	341113		01-0824-0-4300.00-1110-1000-310-000-000	NN	SUPPLIES		22.07
	PV-170477	02/13/2017	341123		01-0824-0-4300.00-1110-1000-310-000-000	NN	SUPPLIES		7.75
TOTAL PAYMENT AMOUNT					482.08 *			482.08	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2	T9MPS	Liq Amt	Net Amount	
104916/00	CONTERRA ULTRA BROADBAND LLC	582615152					
	PV-170459	02/13/2017	11584	01-0000-0-5912.00-0000-2700-112-000-000	NY	537.05	
				COMMUN - INTERNET SVCS/LINES			
			TOTAL PAYMENT AMOUNT	537.05 *		537.05	
102335/00	CSU STANISLAUS						
170843	PO-170809	02/13/2017	CMP-005327	1 01-0000-0-5843.00-0000-7200-112-000-000	NN F	200.00	200.00
				TEACHER RECRUITMENT			
			TOTAL PAYMENT AMOUNT	200.00 *		200.00	
102322/00	DUERR EVALUATION RESOURCES						
170861	PO-170832	02/13/2017	583018	1 01-0000-0-4300.00-0000-2700-112-000-000	NN F	1,000.00	682.40
				SUPPLIES			
			TOTAL PAYMENT AMOUNT	682.40 *		682.40	
102063/00	FILIPPINI, LISA						
170861	PO-170847	02/13/2017	YEARBOOK CAMERA REIMB	1 01-1100-0-4300.00-1110-1000-110-000-000	NN F	258.83	257.51
				SUPPLIES			
			TOTAL PAYMENT AMOUNT	257.51 *		257.51	
104762/00	FREITAS, NICOLAS						
	PV-170473	02/13/2017	PLC WORKS CONF REIMB	01-0824-0-5200.00-1110-1000-110-000-107	NN		134.59
				TRAVEL & CONFERENCE			
			TOTAL PAYMENT AMOUNT	134.59 *		134.59	
035746/00	GILTON SOLID WASTE	000000000					
	PV-170464	02/13/2017	SOLID WASTE	01-0000-0-5550.00-0000-8200-112-000-000	NN		3,741.43
				DISPOSAL/GARBAGE REMOVAL			
			TOTAL PAYMENT AMOUNT	3,741.43 *		3,741.43	
105037/00	GOOD DOCS						
170804	PO-170775	02/13/2017	8106	1 01-0824-0-4399.00-1110-1000-310-000-000	NN F	151.61	150.00
				MISCELLANEOUS SUPPLIES			
			TOTAL PAYMENT AMOUNT	150.00 *		150.00	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2 T9MPS					
037780/00	GUSTINE, CITY OF	000000000						
PV-170465	02/13/2017	WATER SERVICES	01-0000-0-5530.00-0000-8200-112-000-000	NN			6,235.55	
		WATER&/OR SEWAGE						
		TOTAL PAYMENT AMOUNT	6,235.55 *					6,235.55
104962/00	HANNA, SIOBHAN							
PV-170475	02/13/2017	ACSA CONF REIMB	01-6500-0-5200.00-5001-7200-112-000-000	NN			828.27	
		TRAVEL & CONFERENCE						
		TOTAL PAYMENT AMOUNT	828.27 *					828.27
100659/00	HOME DEPOT CREDIT SERVICES							
170088 PO-170075	02/13/2017	5070438	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P		414.21	414.21	
		SUPPLIES						
170088 PO-170075	02/13/2017	3580658	1 01-8150-0-4300.00-0000-8110-112-000-000	NN P		119.15	119.15	
		SUPPLIES						
170088 PO-170075	02/13/2017	3141527	1 01-8150-0-4300.00-0000-8110-112-000-000	NN F		446.50	516.26	
		SUPPLIES						
PV-170478	02/13/2017	8014983	01-8150-0-4300.00-0000-8110-112-000-000	NN			541.96	
		SUPPLIES						
		TOTAL PAYMENT AMOUNT	1,591.58 *					1,591.58
103615/00	I UNDERSTAND. TOOLS FOR SCHOOL							
170817 PO-170793	02/13/2017	2015_37	1 01-3010-0-5201.00-1110-1000-115-000-000	NN F		3,434.38	3,434.38	
		PROFESSIONAL DEVLPMNT TRAINING						
		TOTAL PAYMENT AMOUNT	3,434.38 *					3,434.38
104694/00	INTERSTATE TRUCK CENTER	201569439						
170271 PO-170235	02/13/2017	02P91771	1 01-0823-0-5640.00-0000-3600-112-000-000	NY P		200.00	200.00	
		REPAIRS/MAINT OF EQUIPMENT						
170271 PO-170235	02/13/2017	02P91988	1 01-0823-0-5640.00-0000-3600-112-000-000	NY P		200.00	200.00	
		REPAIRS/MAINT OF EQUIPMENT						
		TOTAL PAYMENT AMOUNT	400.00 *					400.00

014 Gustine Unified Schodl Dist. J97193  
FEBRUARY 17 WARRANT REGISTER 2

ACCOUNTS PAYABLE PRELIST  
BATCH: 0027 FEBRUARY 17 WARRANT REGISTER 2 << Open >>  
FUND : 01 GENERAL FUND/COUNTY SSF

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2 T9MPS	Liq Amt	Net Amount		
103512/00	IRON MOUNTAIN						
PV-170460	02/13/2017	KNF1095	01-0000-0-5550.00-0000-8200-112-000-000 NN		268.80		
			DISPOSAL/GARBAGE REMOVAL				
		TOTAL PAYMENT AMOUNT	268.80 *		268.80		
104383/00	J & F FERTILIZER	770240546					
PV-170474	02/13/2017	7369	01-0823-0-5640.00-0000-3600-112-000-000 NY		47.50		
			REPAIRS/MAINT OF EQUIPMENT				
PV-170474	02/13/2017	7367	01-0823-0-5640.00-0000-3600-112-000-000 NY		193.00		
			REPAIRS/MAINT OF EQUIPMENT				
PV-170474	02/13/2017	7366	01-0823-0-5640.00-0000-3600-112-000-000 NY		47.50		
			REPAIRS/MAINT OF EQUIPMENT				
PV-170474	02/13/2017	7368	01-0823-0-5640.00-0000-3600-112-000-000 NY		285.00		
			REPAIRS/MAINT OF EQUIPMENT				
		TOTAL PAYMENT AMOUNT	573.00 *		573.00		
101896/00	MATRANGA WHOLESALE FLORISTS						
170285 PO-170285	02/13/2017	792245	1 01-7010-0-4300.00-1110-1000-310-000-000 NN P	68.40	68.40		
			SUPPLIES				
		TOTAL PAYMENT AMOUNT	68.40 *		68.40		
105011/00	MENDOZA, ROSA						
PV-170472	02/13/2017	ASB WORKS CONF REIMB	01-0000-0-5200.00-0000-7200-112-000-000 NN		416.21		
			TRAVEL & CONFERENCE				
		TOTAL PAYMENT AMOUNT	416.21 *		416.21		
104986/00	MENDOZA-AHUMADA, SANDY						
170407 PO-170368	02/13/2017	JANUARY MILEAGE REIMB	1 01-0823-0-5230.00-0000-3600-112-000-000 NN P	487.92	487.92		
			MILEAGE				
		TOTAL PAYMENT AMOUNT	487.92 *		487.92		
100313/00	MERCED COUNTY REGIONAL WASTE						
170201 PO-170208	02/13/2017	ACCT 8215 12/31/16	1 01-0000-0-5550.00-0000-8200-112-000-000 NN P	36.16	36.16		
			DISPOSAL/GARBAGE REMOVAL				
		TOTAL PAYMENT AMOUNT	36.16 *		36.16		



Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2 T9MPS				
092087/00	NAPA AUTO PARTS	770001024					
170273	PO-170237 02/13/2017 273754		1 01-0823-0-4344.00-0000-3600-112-000-000 NN P			53.69	53.69
			REPLACEMENT PARTS				
170273	PO-170237 02/13/2017 273588		1 01-0823-0-4344.00-0000-3600-112-000-000 NN P			40.89	40.89
			REPLACEMENT PARTS				
170273	PO-170237 02/13/2017 273589		1 01-0823-0-4344.00-0000-3600-112-000-000 NN P			37.02	37.02
			REPLACEMENT PARTS				
170273	PO-170237 02/13/2017 273593		1 01-0823-0-4344.00-0000-3600-112-000-000 NN P			11.24	11.24
			REPLACEMENT PARTS				
			TOTAL PAYMENT AMOUNT	142.84 *			142.84
101470/00	P G & E						
	PV-170461 02/13/2017 ACCT 5200862797-2 01/26/2017		01-0000-0-5510.00-0000-8200-112-000-000 NN				616.30
			HEATING BUTANE, OIL				
			TOTAL PAYMENT AMOUNT	616.30 *			616.30
104851/00	PB IYER						
170842	PO-170808 02/13/2017 ACCT 188820		1 01-0823-0-5845.00-0000-3600-112-000-000 NN F			100.00	100.00
			PHYSICAL EXAMS				
170842	PO-170840 02/13/2017 ACCT 319795		1 01-0823-0-5845.00-0000-3600-112-000-000 NN F			90.00	90.00
			PHYSICAL EXAMS				
			TOTAL PAYMENT AMOUNT	190.00 *			190.00
105038/00	PLAYHOUSE MERCED						
170893	PO-170859 02/13/2017 10136		1 01-0824-0-5805.00-1110-1000-111-000-213 NN F			7,138.44	6,625.00
			ADMISSION TIX COST/FIELD TRIPS				
			TOTAL PAYMENT AMOUNT	6,625.00 *			6,625.00
102421/00	PROGRESS PUBLICATIONS						
170803	PO-170800 02/13/2017 46969616		1 01-0824-0-4300.00-1110-1000-111-000-000 NN P			349.18	349.18
			SUPPLIES				
170803	PO-170800 02/13/2017 46969256		1 01-0824-0-4300.00-1110-1000-111-000-000 NN P			247.21	248.61
			SUPPLIES				
			TOTAL PAYMENT AMOUNT	597.79 *			597.79



Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2 T9MPS					
105042/00	SAMIA MERZA							
170870	PO-170835	02/13/2017	SCI FAIR SUPPLY REIMB	1	01-3010-0-4300.00-1110-1000-110-000-000	NN F	85.12	85.12
			SUPPLIES					
			TOTAL PAYMENT AMOUNT		85.12 *			85.12
104026/00	SAN JOAQUIN COUNTY							
170164	PO-170125	02/13/2017	46196	1	01-0000-0-5200.00-0000-2700-112-000-000	NN F	397.75	370.00
			TRAVEL & CONFERENCE					
			TOTAL PAYMENT AMOUNT		370.00 *			370.00
102033/00	SCHOOL SPECIALTY INC							
170751	PO-170717	02/13/2017	208117774120	1	01-0824-0-4300.00-1110-1000-110-000-200	NN F	634.04	632.56
			SUPPLIES					
			TOTAL PAYMENT AMOUNT		632.56 *			632.56
104015/00	SHERWIN WILLIAMS							
170000	PO-170078	02/13/2017	8918-9	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	140.72	140.72
			SUPPLIES					
			TOTAL PAYMENT AMOUNT		140.72 *			140.72
080530/00	SISC III DENTAL		000000000					
PV-170467	02/13/2017	INSURANCE		01-0000-0-3402.00-0000-7110-112-000-000	NN		235.00	
			HEALTH & WELFARE CLASSIFIED					
PV-170467	02/13/2017	INSURANCE		01-0100-0-9554.00-0000-0000-000-000-000	NN		13,163.60	
			INSURANCE					
PV-170467	02/13/2017	INSURANCE		01-0000-0-9565.00-0000-7209-112-000-000	NN		560.00	
			RETIREE INSURANCE LIAB/HOLDG					
PV-170467	02/13/2017	INSURANCE		01-0000-0-3702.00-0000-7209-112-000-000	NN		112.00	
			OPEB, ALLOCATED CLASSIFIED					
PV-170467	02/13/2017	INSURANCE		01-0000-0-9565.00-0000-7209-112-000-000	NN		1,267.00	
			RETIREE INSURANCE LIAB/HOLDG					
			TOTAL PAYMENT AMOUNT		15,337.60 *			15,337.60

014 Gustine Unified School Dist. J97193  
FEBRUARY 17 WARRANT REGISTER 2

ACCOUNTS PAYABLE PRELIST  
BATCH: 0027 FEBRUARY 17 WARRANT REGISTER 2 << Open >>  
FUND : 01 GENERAL FUND/COUNTY SSF

APY500 L.00.12 02/14/17 09:21 PAGE 10

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2 T9MPS				
080531/00	SISC III HEALTH	000000000					
PV-170469	02/13/2017	INSURANCE	01-0000-0-3402.00-0000-7110-112-000-000 NN			3,494.00	
		HEALTH & WELFARE CLASSIFIED					
PV-170469	02/13/2017	INSURANCE	01-0100-0-9554.00-0000-0000-000-000-000 NN			179,330.00	
		INSURANCE					
PV-170469	02/13/2017	INSURANCE	01-0000-0-3701.00-0000-7209-112-000-000 NN			3,874.20	
		OPEB, ALLOCATED CERTIFICATED					
PV-170469	02/13/2017	INSURANCE	01-0000-0-9565.00-0000-7209-112-000-000 NN			1,827.80	
		RETIREE INSURANCE LIAB/HOLDG					
PV-170469	02/13/2017	INSURANCE	01-0000-0-3702.00-0000-7209-112-000-000 NN			11,715.60	
		OPEB, ALLOCATED CLASSIFIED					
PV-170469	02/13/2017	INSURANCE	01-0000-0-9565.00-0000-7209-112-000-000 NN			5,618.40	
		RETIREE INSURANCE LIAB/HOLDG					
TOTAL PAYMENT AMOUNT			205,860.00 *			205,860.00	

080532/00	SISC III VISION	000000000					
PV-170468	02/13/2017	INSURANCE	01-0000-0-3402.00-0000-7110-112-000-000 NN			50.00	
		HEALTH & WELFARE CLASSIFIED					
PV-170468	02/13/2017	INSURANCE	01-0100-0-9554.00-0000-0000-000-000-000 NN			2,987.40	
		INSURANCE					
PV-170468	02/13/2017	INSURANCE	01-0000-0-9565.00-0000-7209-112-000-000 NN			124.00	
		RETIREE INSURANCE LIAB/HOLDG					
PV-170468	02/13/2017	INSURANCE	01-0000-0-3702.00-0000-7209-112-000-000 NN			24.80	
		OPEB, ALLOCATED CLASSIFIED					
PV-170468	02/13/2017	INSURANCE	01-0000-0-9565.00-0000-7209-112-000-000 NN			235.60	
		RETIREE INSURANCE LIAB/HOLDG					
TOTAL PAYMENT AMOUNT			3,421.80 *			3,421.80	

102511/00	SOUTHWEST SCHOOL & OFFICE						
170783 PO-170769	02/13/2017	PINV0236765	1 01-1100-0-4300.00-1110-1000-111-000-000 NN P			82.87	82.87
			SUPPLIES				
TOTAL PAYMENT AMOUNT			82.87 *			82.87	

103749/00	THE PARTY CONNECTION						
170825 PO-170791	02/13/2017	CONTRACT 01-044605-04	1 01-6300-0-4300.00-1110-1000-310-000-000 NN F			295.75	295.75
			SUPPLIES				
TOTAL PAYMENT AMOUNT			295.75 *			295.75	

014 Gustine Unified School Dist. J97193  
FEBRUARY 17 WARRANT REGISTER 2

ACCOUNTS PAYABLE PRELIST APY500 L.00.12 02/14/17 09:21 PAGE 11  
BATCH: 0027 FEBRUARY 17 WARRANT REGISTER 2 << Open >>  
FUND : 01 GENERAL FUND/COUNTY SSF

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

104931/00 THE PLAZA SUITES

170832	PO-170804	02/13/2017	CASBO TRAITING PRGRM ROOMS	1	01-0000-0-5200.00-0000-7200-112-000-000	NN F	1,132.62	1,132.62
			TRAVEL & CONFERENCE					
			TOTAL PAYMENT AMOUNT		1,132.62 *			1,132.62

104323/00 U.S. BANK EQUIPMENT FINANCE

PV-170463	02/13/2017	322944695	01-0000-0-5620.00-0000-2700-112-000-000	NN	82.68
			RENTALS, LEASES OF EQUIPMENT		
PV-170463	02/13/2017	322944695	01-1100-0-5620.00-1110-1000-110-000-000	NN	82.68
			RENTALS, LEASES OF EQUIPMENT		
PV-170463	02/13/2017	322944695	01-3010-0-5620.00-1110-1000-111-000-000	NN	82.68
			RENTALS, LEASES OF EQUIPMENT		
PV-170463	02/13/2017	322944695	01-1100-0-5620.00-1110-1000-115-000-000	NN	124.02
			RENTALS, LEASES OF EQUIPMENT		
PV-170463	02/13/2017	322944695	01-1100-0-5620.00-1110-1000-310-000-000	NN	206.69
			RENTALS, LEASES OF EQUIPMENT		
			TOTAL PAYMENT AMOUNT	578.75 *	578.75

TOTAL FUND	PAYMENT	290,863.71 **	290,863.71
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MERCED COUNTY OFFICE OF EDUCATION  
WARRANT REGISTER BATCH COVER

**Gustine**

DATE: 2/14/17

DISTRICT FUND: 11 - 5074

BATCH# 27

DISTRICT NAME: 14 - GUSTINE UNIFIED SCHOOL DISTRICT

TOTAL AMOUNT OF REGISTER: \$ 753.06

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

CHECK LIST FOR WARRANT REGISTERS  
(PLEASE CHECKMARK EACH)

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

**ALL BATCHES MUST BE RELEASED AND HELD FOR AUDIT**

**DISTRICT SERVICES USE ONLY**

RECEIVED BY DISTRICT SERVICES: \_\_\_\_\_

AUDIT APPROVED: \_\_\_\_\_

CASH CHECKED: \_\_\_\_\_

RELEASED FOR PAYMENT: \_\_\_\_\_

014 Gustine Unified School Dist. J97193  
FEBRUARY 17 WARRANT REGISTER 2

ACCOUNTS PAYABLE PRELIST APY500 L.00.12 02/14/17 09:21 PAGE 12  
BATCH: 0027 FEBRUARY 17 WARRANT REGISTER 2 << Open >>  
FUND : 11 ADULT EDUCATION

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		Liq Amt	Net Amount
Req Reference	Date	Description						
103792/00	DATA PATH INC							
170856 PO-170827	02/14/2017	133797	1 11-6391-0-4300.00-4110-1000-312-000-000	NN F		711.72	711.72	
			SUPPLIES					
			TOTAL PAYMENT AMOUNT	711.72 *			711.72	
104323/00	U.S. BANK EQUIPMENT FINANCE							
PV-170463	02/13/2017	322944695	11-3926-0-5620.00-0000-2700-312-000-000	NN			20.67	
			RENTALS, LEASES OF EQUIPMENT					
PV-170463	02/13/2017	322944695	11-3905-0-5620.00-0000-2700-312-000-000	NN			20.67	
			RENTALS, LEASES OF EQUIPMENT					
			TOTAL PAYMENT AMOUNT	41.34 *			41.34	
			TOTAL FUND	PAYMENT	753.06 **			753.06

MERCED COUNTY OFFICE OF EDUCATION  
WARRANT REGISTER BATCH COVER

Gustine

DATE: 2/14/17

DISTRICT FUND: 21-5066  
01-5070

BATCH# 27

DISTRICT NAME: 14 - GUSTINE UNIFIED SCHOOL DISTRICT

TOTAL AMOUNT OF REGISTER: \$ 6,119.75

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

CHECK LIST FOR WARRANT REGISTERS  
(PLEASE CHECKMARK EACH)

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**DISTRICT SERVICES USE ONLY**

RECEIVED BY DISTRICT SERVICES: \_\_\_\_\_

AUDIT APPROVED: \_\_\_\_\_

CASH CHECKED: \_\_\_\_\_

RELEASED FOR PAYMENT: \_\_\_\_\_



014 Gustine Unified School Dist. J97193  
FEBRUARY 17 WARRANT REGISTER 2

ACCOUNTS PAYABLE PRELIST APY500 L.00.12 02/14/17 09:21 PAGE 13  
BATCH: 0027 FEBRUARY 17 WARRANT REGISTER 2 << Open >>  
FUND : 21 BUILDING FUND - BOND PROCEEDS

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2	T9MPS	Liq Amt	Net Amount	
006217/00	ATKINSON ANDELSON LOYA	953378600					
PV-170470	02/13/2017	513245	21-0000-7-5801.00-0000-8500-112-000-000	NY		4,299.75	
			LEGAL FEES				
			TOTAL PAYMENT AMOUNT	4,299.75 *		4,299.75	
102107/00	UNITED INSPECTION INC	568472939					
PV-170462	02/13/2017	11961	21-0000-7-6290.00-0000-8500-310-000-438	NN		1,820.00	
			INSPECTION				
			TOTAL PAYMENT AMOUNT	1,820.00 *		1,820.00	
			TOTAL FUND	PAYMENT	6,119.75 **		6,119.75



MERCED COUNTY OFFICE OF EDUCATION  
WARRANT REGISTER BATCH COVER

**Gustine**

DATE: 2/14/17

DISTRICT FUND: 25 - 5075

BATCH# 27

DISTRICT NAME: 14 - GUSTINE UNIFIED SCHOOL DISTRICT

TOTAL AMOUNT OF REGISTER: \$ 870.00

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

CHECK LIST FOR WARRANT REGISTERS  
(PLEASE CHECKMARK EACH)

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- ☒ Proper signed authorization for each batch

**ALL BATCHES MUST BE RELEASED AND HELD FOR AUDIT**

DISTRICT SERVICES USE ONLY

RECEIVED BY DISTRICT SERVICES: \_\_\_\_\_

AUDIT APPROVED: \_\_\_\_\_

CASH CHECKED: \_\_\_\_\_

RELEASED FOR PAYMENT: \_\_\_\_\_

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2	T9MPS	Liq Amt	Net Amount	
077948/00	JACK SCHREDER & ASSOCIATES INC	680119963					
PV-170471	02/13/2017	28382	25-0000-0-5866.00-0000-8500-112-000-000	NN		870.00	
			PROFESSIONAL SERVICES				
		TOTAL PAYMENT AMOUNT	870.00	*		870.00	
		TOTAL FUND	PAYMENT	870.00	**		870.00
		TOTAL BATCH PAYMENT	298,606.52	***	0.00		298,606.52
		TOTAL DISTRICT PAYMENT	298,606.52	****	0.00		298,606.52
		TOTAL FOR ALL DISTRICTS:	298,606.52	****	0.00		298,606.52

Number of checks to be printed: 50, not counting voids due to stub overflows.  
Number of zero dollar checks: 1, will be printed.

Batch status: A All

From batch: 0028

To batch: 0028

Include Revolving Cash: Y

Include Address: N

Include Object Desc: Y

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

MERCED COUNTY OFFICE OF EDUCATION  
WARRANT REGISTER BATCH COVER

Gustine

DATE: 2/17/17

DISTRICT FUND: 01 - 5070

BATCH# 28

DISTRICT NAME: 14 - GUSTINE UNIFIED SCHOOL DISTRICT

TOTAL AMOUNT OF REGISTER: \$ 73,090.31

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

CHECK LIST FOR WARRANT REGISTERS  
(PLEASE CHECKMARK EACH)

- ☒ Verify cash for each fund
- ☒ Ensure deposits have been made at the County Treasurer by 11 a.m.
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- ☒ Retain original prelist for your records
- ☒ Proper signed authorization for each batch

**ALL BATCHES MUST BE RELEASED AND HELD FOR AUDIT**

DISTRICT SERVICES USE ONLY

RECEIVED BY DISTRICT SERVICES: \_\_\_\_\_

AUDIT APPROVED: \_\_\_\_\_

CASH CHECKED: \_\_\_\_\_

RELEASED FOR PAYMENT: \_\_\_\_\_

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
104608/00	AA AND BOB ALLEN INC							
170850	PO-170821 02/16/2017 126216	PAYMENT 1 OF 2		1 01-8150-0-4300.00-0000-8110-112-000-000 NN F			1,000.00	1,000.00
		SUPPLIES						
		TOTAL PAYMENT AMOUNT			1,000.00 *			1,000.00
102632/00	ACSA							
170830	PO-170802 02/16/2017 30369			1 01-6500-0-5200.00-5001-7200-112-000-000 NN F			750.00	750.00
		TRAVEL & CONFERENCE						
		TOTAL PAYMENT AMOUNT			750.00 *			750.00
103972/00	ALHAMBRA							
	PV-170481 02/16/2017 14376922 020517			01-0000-0-4300.00-0000-8200-112-000-000 NN				22.32
		SUPPLIES						
	PV-170487 02/17/2017 14376875 020517			01-0000-0-4300.00-0000-8200-112-000-000 NN				124.55
		SUPPLIES						
		TOTAL PAYMENT AMOUNT			146.87 *			146.87
102524/00	ANDRADE, DIANA							
170796	PO-170782 02/17/2017 AVID SHADOW DAY EXPENSES			1 01-0824-0-4300.00-1110-1000-310-000-000 NN P			29.98	29.98
		SUPPLIES						
		TOTAL PAYMENT AMOUNT			29.98 *			29.98
104020/00	AT&T							
	PV-170496 02/17/2017 000009196255			01-0000-0-5922.00-0000-2700-112-000-000 NN				2.28
		COMMUNICATION - TELEPHONE SVCS						
		TOTAL PAYMENT AMOUNT			2.28 *			2.28
104318/00	AVAYA INC							
	PV-170488 02/17/2017 2733824014			01-0000-0-5922.00-0000-7200-112-000-000 NN				30.88
		COMMUNICATION - TELEPHONE SVCS						
		TOTAL PAYMENT AMOUNT			30.88 *			30.88

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2 T9MPS					
103250/00	CANO, ADAM							
170828 PO-170806	02/17/2017	CLOSE	1	01-3550-0-5200.00-1110-1000-310-000-000	NN C		136.36	0.00
		TRAVEL & CONFERENCE						
		TOTAL PAYMENT AMOUNT		0.00 *				0.00
016633/00	CENTRAL SANITARY SUPPLY CO	000000000						
170853 PO-170818	02/17/2017	765974	1	01-8150-0-4300.00-0000-8110-112-000-000	NN F		1,892.87	1,892.87
		SUPPLIES						
		TOTAL PAYMENT AMOUNT		1,892.87 *				1,892.87
104666/00	CITY OF NEWMAN							
PV-170482	02/16/2017	0002182		01-0000-0-5842.00-0000-7200-112-000-000	NN			57.00
		FINGERPRINTING						
		TOTAL PAYMENT AMOUNT		57.00 *				57.00
104675/00	COFFEY, TAWNYA							
PV-170497	02/17/2017	ASB WORKSHOP MILEAGE REIMB		01-3010-0-5200.00-1110-1000-110-000-000	NN			39.60
		TRAVEL & CONFERENCE						
		TOTAL PAYMENT AMOUNT		39.60 *				39.60
102216/00	COPY SHIPPING SOLUTIONS	770446496						
170410 PO-170371	02/17/2017	35857	1	01-0000-0-5875.00-0000-7200-112-000-000	NN P		234.84	234.84
		PRINTING SERVICES						
		TOTAL PAYMENT AMOUNT		234.84 *				234.84
103253/00	COSTA, TRISHA							
170887 PO-170863	02/17/2017	ASB WORKSHOP MILEAGE REIMB	1	01-0824-0-5200.00-1110-1000-110-000-213	NN F		37.45	37.45
		TRAVEL & CONFERENCE						
		TOTAL PAYMENT AMOUNT		37.45 *				37.45
104412/00	COUCHMAN, CAROL	557295059						
PV-170486	02/17/2017	12017		01-0000-0-5866.00-0000-7700-112-000-000	NY			2,180.00
		PROFESSIONAL SERVICES						
		TOTAL PAYMENT AMOUNT		2,180.00 *				2,180.00

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
103057/00	DEPOT GARAGE, INC.		942725281					
170862 PO-170833	02/17/2017	0007992		1 01-0823-0-5650.00-0000-3600-112-000-000 NN F			43.45	43.45
				REPAIRS/MAIN - VEHICLES				
				TOTAL PAYMENT AMOUNT	43.45 *			43.45
029390/00	E & M ELECTRIC COMPANY		942393917					
170480 PO-170486	02/16/2017	79918		1 01-8150-0-6400.00-0000-8110-112-000-000 NN P			160.00	160.00
				EQUIPMENT				
				TOTAL PAYMENT AMOUNT	160.00 *			160.00
032475/00	FORD'S FARM SUPPLY		770483584					
170187 PO-170412	02/16/2017	144963		1 01-8150-0-4300.00-0000-8110-112-000-000 NN P			13.68	13.68
				SUPPLIES				
				TOTAL PAYMENT AMOUNT	13.68 *			13.68
035746/00	GILTON SOLID WASTE		000000000					
PV-170479	02/16/2017	SOLID WASTE		01-0000-0-5550.00-0000-8200-112-000-000 NN				78.00
				DISPOSAL/GARBAGE REMOVAL				
				TOTAL PAYMENT AMOUNT	78.00 *			78.00
103948/00	GOMEZ, SARA							
PV-170494	02/17/2017	BOARD PACKET DELIVERY MILEAGE		01-0000-0-5230.00-0000-7200-112-000-000 NN				6.63
				MILEAGE				
PV-170494	02/17/2017	BOARD PACKET DELIVERY MILEAGE		01-0000-0-5230.00-0000-7200-112-000-000 NN				6.63
				MILEAGE				
PV-170494	02/17/2017	BOARD PACKET DELIVERY MILEAGE		01-0000-0-5230.00-0000-7200-112-000-000 NN				6.42
				MILEAGE				
				TOTAL PAYMENT AMOUNT	19.68 *			19.68
073088/00	GUSTINE SCHOOL DISTRICT		000000000					
RC-170021	02/17/2017	HAZ MAT STOR COUNTY FEE		01-0000-0-5899.00-0000-2700-310-000-000 N				546.00
				OTHER SERVICES, FEES, OP EXPS				
RC-170022	02/17/2017	SUBSCRIPTION MODESTO BEE		01-0000-0-4300.00-0000-7200-112-000-000 N				70.26
				SUPPLIES				
RC-170023	02/17/2017	REGISTRATION FEE MCSBID		01-0823-0-5200.00-0000-3600-112-000-000 N				150.00
				TRAVEL & CONFERENCE				



Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description					
		TOTAL PAYMENT AMOUNT		766.26 *			766.26
104044/00		HODGES BADGE CO					
170699 PO-170681	02/17/2017	17003163	1	01-0824-0-4300.00-1110-1000-110-000-213	NN F	129.00	127.50
		SUPPLIES					
		TOTAL PAYMENT AMOUNT		127.50 *			127.50
104383/00		J & F FERTILIZER	770240546				
PV-170490	02/17/2017	7353		01-0823-0-5640.00-0000-3600-112-000-000	NY		193.00
				REPAIRS/MAINT OF EQUIPMENT			
PV-170490	02/17/2017	7354		01-0823-0-5640.00-0000-3600-112-000-000	NY		142.50
				REPAIRS/MAINT OF EQUIPMENT			
PV-170490	02/17/2017	3757		01-0823-0-5640.00-0000-3600-112-000-000	NY		440.00
				REPAIRS/MAINT OF EQUIPMENT			
PV-170490	02/17/2017	7355		01-0823-0-5640.00-0000-3600-112-000-000	NY		193.00
				REPAIRS/MAINT OF EQUIPMENT			
PV-170490	02/17/2017	7356		01-0823-0-5640.00-0000-3600-112-000-000	NY		142.50
				REPAIRS/MAINT OF EQUIPMENT			
PV-170490	02/17/2017	7352		01-0823-0-5640.00-0000-3600-112-000-000	NY		95.00
				REPAIRS/MAINT OF EQUIPMENT			
		TOTAL PAYMENT AMOUNT		1,206.00 *			1,206.00
104713/00		JUAREZ, MARISOL					
PV-170495	02/17/2017	RIBON CUTTING FOOD REIMB		01-0000-0-4300.00-0000-7200-112-000-000	NN		68.40
				SUPPLIES			
		TOTAL PAYMENT AMOUNT		68.40 *			68.40
104422/00		MADERA COUNTY OFFICE					
170871 PO-170846	02/17/2017	170313	1	01-3010-0-5201.00-1110-1000-115-000-000	NN F	575.00	230.00
				PROFESSIONAL DEVLPMNT TRAINING			
		TOTAL PAYMENT AMOUNT		230.00 *			230.00
101896/00		MATRANGA WHOLESALE FLORISTS					
170285 PO-170285	02/16/2017	792327	1	01-7010-0-4300.00-1110-1000-310-000-000	NN P	82.15	82.15
				SUPPLIES			
		TOTAL PAYMENT AMOUNT		82.15 *			82.15

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2 T9MPS	Liq Amt	Net Amount		
105042/00	MERZA, SAMIA						
	PV-170492 02/17/2017	ELEMENTARY PLC TRAINING	01-3010-0-5200.00-1110-1000-110-000-000 NN		119.84		
		TRAVEL & CONFERENCE					
		TOTAL PAYMENT AMOUNT	119.84 *		119.84		
100774/00	NASCO						
	170609 PO-170585 02/17/2017	248366	1 01-6382-0-4300.00-3824-1000-310-231-000 NN P	60.87	60.87		
		SUPPLIES					
		TOTAL PAYMENT AMOUNT	60.87 *		60.87		
064370/00	OFFICE SUPPLY EXPRESS	770446496					
	170385 PO-170343 02/17/2017	123408	1 01-0000-0-4350.00-0000-7200-112-000-000 NN P	55.29	55.29		
		OFFICE SUPPLIES					
		TOTAL PAYMENT AMOUNT	55.29 *		55.29		
103616/00	OPENING TECHNOLOGIES						
	170711 PO-170709 02/16/2017	17-1-0129	1 01-8150-0-5630.00-0000-8300-112-000-000 NN F	13,571.55	13,106.50		
		REPAIRS/MAINT - BUILDING					
		TOTAL PAYMENT AMOUNT	13,106.50 *		13,106.50		
103099/00	ORTH, DINA						
	170715 PO-170693 02/17/2017	MEAL REIMB PLC WORKSHOP	1 01-0824-0-5200.00-1110-1000-110-000-107 NN F	38.00	11.72		
		TRAVEL & CONFERENCE					
		TOTAL PAYMENT AMOUNT	11.72 *		11.72		
101470/00	P G & E						
	PV-170480 02/16/2017 ACCT 5159195533-4	02/08/2017	01-0000-0-5520.00-0000-8200-112-000-000 NN		5,368.29		
		ELECTRICITY					
		TOTAL PAYMENT AMOUNT	5,368.29 *		5,368.29		
105039/00	RIDDELL/ ALL AMERICAN SPORTS						
	170833 PO-170807 02/17/2017	98996983	1 01-1100-0-5640.00-1801-4200-310-000-000 NN F	4,599.30	4,599.30		
		REPAIRS/MAINT OF EQUIPMENT					
		TOTAL PAYMENT AMOUNT	4,599.30 *		4,599.30		

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
104686/00	SAENZ PEST CONTROL							
PV-170499	02/17/2017	2399		01-8150-0-5565.00-0000-8110-112-000-000 NN PEST CONTROL				180.00
PV-170499	02/17/2017	2397		01-8150-0-5565.00-0000-8110-112-000-000 NN PEST CONTROL				75.00
PV-170499	02/17/2017	2401		01-8150-0-5565.00-0000-8110-112-000-000 NN PEST CONTROL				180.00
PV-170499	02/17/2017	2398		01-8150-0-5565.00-0000-8110-112-000-000 NN PEST CONTROL				180.00
				TOTAL PAYMENT AMOUNT	615.00 *			615.00
101568/00	SCHOOL SERVICES OF CALIFORNIA							
PV-170483	02/16/2017	0109469-IN		01-0000-0-5899.00-0000-7200-112-000-000 NN OTHER SERVICES, FEES, OP EXPS				245.00
				TOTAL PAYMENT AMOUNT	245.00 *			245.00
102033/00	SCHOOL SPECIALTY INC							
170780 PO-170751	02/17/2017	208117738218		1 01-0824-0-4300.00-1110-1000-110-000-100 NN F SUPPLIES			188.97	187.66
				TOTAL PAYMENT AMOUNT	187.66 *			187.66
105012/00	SPEECH LANGUAGE & EDUCATIONAL	954482700						
PV-170493	02/17/2017	96418		01-6500-0-5866.00-5770-3150-112-000-000 NN PROFESSIONAL SERVICES				4,260.00
				TOTAL PAYMENT AMOUNT	4,260.00 *			4,260.00
104523/00	STARFALL EDUCATION							
170782 PO-170750	02/17/2017	S2470184.001		1 01-0824-0-4300.00-1110-1000-110-000-100 NN F SUPPLIES			270.00	270.00
				TOTAL PAYMENT AMOUNT	270.00 *			270.00
104288/00	TESEI PETROLEUM							
170857 PO-170828	02/17/2017	1361175		1 01-0823-0-4341.00-0000-3600-112-000-000 NN F GAS, OIL LUBE, ETC			158.23	158.23
PV-170491	02/17/2017	67293		01-7010-0-4300.00-1110-1000-310-000-000 NN SUPPLIES				269.87

014 Gustine Unified School Dist. J499  
FEBRUARY 17 WARRANT REGISTER 3

ACCOUNTS PAYABLE PRELIST  
BATCH: 0028 FEBRUARY 17 WARRANT REGISTER 3 << Open >>  
FUND : 01 GENERAL FUND/COUNTY SSF

APY500 L.00.12 02/17/17 11:44 PAGE 7

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

104288 (CONTINUED)

PV-170491	02/17/2017	67293	01-1100-0-4300.00-1801-4200-310-000-000 NN			63.25
			SUPPLIES			
PV-170491	02/17/2017	67293	01-0000-0-4341.00-0000-8200-112-000-000 NN			239.92
			GAS, OIL LUBE, ETC			
PV-170491	02/17/2017	67293	01-8150-0-4341.00-0000-8110-112-000-000 NN			193.12
			GAS, OIL LUBE, ETC			
PV-170491	02/17/2017	67293	01-0823-0-4341.00-0000-3600-112-000-000 NN			41.35
			GAS, OIL LUBE, ETC			
PV-170498	02/17/2017	67593	01-0823-0-4341.00-0000-3600-112-000-000 NN			2,816.21
			GAS, OIL LUBE, ETC			
			TOTAL PAYMENT AMOUNT	3,781.95 *		3,781.95

105053/00 THE SPYGLASS GROUP LLC 461520213

PV-170485	02/16/2017	11584	01-0000-0-5912.00-0000-2700-112-000-000 NY			22,392.00
			COMMUN - INTERNET SVCS/LINES			
			TOTAL PAYMENT AMOUNT	22,392.00 *		22,392.00

104319/00 YARD MASTERS INC.

PV-170489	02/17/2017	4273	01-0000-0-5802.00-0000-8110-112-000-000 NN			8,820.00
			MAINTENANCE AGRMTS-NONEQUIP			
			TOTAL PAYMENT AMOUNT	8,820.00 *		8,820.00
			TOTAL FUND PAYMENT	73,090.31 **		73,090.31

MERCED COUNTY OFFICE OF EDUCATION  
WARRANT REGISTER BATCH COVER

Gustine

DATE: 2/17/17

DISTRICT FUND: 13 - 5077

BATCH# 28

DISTRICT NAME: 14 - GUSTINE UNIFIED SCHOOL DISTRICT

TOTAL AMOUNT OF REGISTER: \$ 33,952.16

01-5070

11-5074

13-5077

14-5072

17-5071

21-5066

25-5075

35-5078

40-5065

CHECK LIST FOR WARRANT REGISTERS  
(PLEASE CHECKMARK EACH)

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

**ALL BATCHES MUST BE RELEASED AND HELD FOR AUDIT**

DISTRICT SERVICES USE ONLY

RECEIVED BY DISTRICT SERVICES: \_\_\_\_\_

AUDIT APPROVED: \_\_\_\_\_

CASH CHECKED: \_\_\_\_\_

RELEASED FOR PAYMENT: \_\_\_\_\_

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

104773/00	CHARTWELLS DINING SERVICES						
PV-170484	02/16/2017	K29439028	13-5310-0-4700.00-0000-3700-112-000-000	NN			27,453.86
			FOOD				
PV-170484	02/16/2017	K29439028	13-5310-0-4700.00-0000-3700-112-000-000	NN			-4,763.86
			FOOD				
PV-170484	02/16/2017	K29439028	13-5310-0-4799.00-0000-3700-112-599-000	NN			44.93
			MISCELLANEOUS FOOD SUPPLIES				
PV-170484	02/16/2017	K29439028	13-5310-0-4300.00-0000-3700-112-000-000	NN			1,748.67
			SUPPLIES				
PV-170484	02/16/2017	K29439028	13-5310-0-5866.00-0000-3700-112-000-000	NN			4,646.58
			PROFESSIONAL SERVICES				
PV-170484	02/16/2017	K29439028	13-5310-0-5899.00-0000-3700-112-000-000	NN			1,620.98
			OTHER SERVICES, FEES, OP EXPS				
PV-170484	02/16/2017	K29439028	13-5320-0-4700.00-0000-3700-112-000-000	NN			1,082.06
			FOOD				
PV-170484	02/16/2017	K29439028	13-5320-0-4300.00-0000-3700-112-000-000	NN			138.77
			SUPPLIES				
PV-170484	02/16/2017	K29439028	13-5320-0-5866.00-0000-3700-112-000-000	NN			624.07
			PROFESSIONAL SERVICES				
PV-170484	02/16/2017	K29439028	13-5320-0-5899.00-0000-3700-112-000-000	NN			207.95
			OTHER SERVICES, FEES, OP EXPS				
			TOTAL PAYMENT AMOUNT		32,804.01 *		32,804.01

104327/00	MODESTO REFRIGERATION INC						
170109	PO-170107	02/17/2017	0000018308	1 13-5310-0-5640.00-0000-3700-112-000-000	NN P	726.44	726.44
				REPAIRS/MAINT OF EQUIPMENT			
				TOTAL PAYMENT AMOUNT		726.44 *	726.44

064370/00	OFFICE SUPPLY EXPRESS	770446496					
170107	PO-170105	02/17/2017	123466	1 13-5310-0-4350.00-0000-3700-112-000-000	NN P	136.31	136.31
				OFFICE SUPPLIES			
170107	PO-170105	02/17/2017	123204	1 13-5310-0-4350.00-0000-3700-112-000-000	NN P	78.01	78.01
				OFFICE SUPPLIES			
170107	PO-170105	02/17/2017	123354	1 13-5310-0-4350.00-0000-3700-112-000-000	NN P	144.49	144.49
				OFFICE SUPPLIES			
				TOTAL PAYMENT AMOUNT		358.81 *	358.81



Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description		FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2	T9MPS	Liq Amt	Net Amount
104288/00	TESEI PETROLEUM						
PV-170491	02/17/2017	67293		13-5310-0-4341.00-0000-3700-112-000-000	NN		62.90
				GAS, OIL LUBE, ETC			
			TOTAL PAYMENT AMOUNT	62.90 *			62.90
			TOTAL FUND	PAYMENT	33,952.16 **		33,952.16
			TOTAL BATCH PAYMENT	107,042.47 ***	0.00		107,042.47
			TOTAL DISTRICT PAYMENT	107,042.47 ****	0.00		107,042.47
			TOTAL FOR ALL DISTRICTS:	107,042.47 ****	0.00		107,042.47

Number of checks to be printed: 42, not counting voids due to stub overflows.  
Number of zero dollar checks: 1, will be printed.



Batch status: A All

From batch: 0029

To batch: 0029

Include Revolving Cash: Y

Include Address: N

Include Object Desc: Y

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N ,

MERCED COUNTY OFFICE OF EDUCATION  
WARRANT REGISTER BATCH COVER

Gustine

DATE: 2/28/17

DISTRICT FUND: 01 - 5070

BATCH# 29

DISTRICT NAME: 14 - GUSTINE UNIFIED SCHOOL DISTRICT

TOTAL AMOUNT OF REGISTER: \$ 43,216.79

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

CHECK LIST FOR WARRANT REGISTERS  
(PLEASE CHECKMARK EACH)

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

**ALL BATCHES MUST BE RELEASED AND HELD FOR AUDIT**

DISTRICT SERVICES USE ONLY

RECEIVED BY DISTRICT SERVICES: \_\_\_\_\_

AUDIT APPROVED: \_\_\_\_\_

CASH CHECKED: \_\_\_\_\_

RELEASED FOR PAYMENT: \_\_\_\_\_

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2	T9MPS				
102323/00	A & A PORTABLES	INC						
170465	PO-170449	02/27/2017	1-675403	1	01-0000-0-5899.00-0000-2700-310-000-000	NN P	384.53	384.53
					OTHER SERVICES, FEES, OP EXPS			
170465	PO-170449	02/27/2017	1-675403	2	01-0000-0-5899.00-0000-7200-112-000-000	NN P	132.20	132.20
					OTHER SERVICES, FEES, OP EXPS			
					TOTAL PAYMENT AMOUNT	516.73 *		516.73
103193/00	AMS.NET							
170650	PO-170602	02/28/2017	ROPN	1	01-0815-0-4400.00-1110-1000-112-000-000	NN O	-265.50	0.00
					NON-CAPITALIZED EQUIPMENT			
170650	PO-170602	02/28/2017	INVOICE-0012280	1	01-0815-0-4400.00-1110-1000-112-000-000	YN F	265.50	265.50
					NON-CAPITALIZED EQUIPMENT			
170651	PO-170603	02/28/2017	ROPN	1	01-0815-0-4400.00-1110-1000-112-000-000	NN O	-442.50	0.00
					NON-CAPITALIZED EQUIPMENT			
170651	PO-170603	02/28/2017	INVOICE-0012149	1	01-0815-0-4400.00-1110-1000-112-000-000	NN F	442.50	442.50
					NON-CAPITALIZED EQUIPMENT			
170652	PO-170604	02/28/2017	ROPN	1	01-0815-0-4400.00-1110-1000-112-000-000	NN O	-198.00	0.00
					NON-CAPITALIZED EQUIPMENT			
170652	PO-170604	02/28/2017	INVOICE-0012281	1	01-0815-0-4400.00-1110-1000-112-000-000	NN F	198.00	198.00
					NON-CAPITALIZED EQUIPMENT			
170653	PO-170605	02/28/2017	ROPN	1	01-0815-0-4400.00-1110-1000-112-000-000	NN O	-450.00	0.00
					NON-CAPITALIZED EQUIPMENT			
170653	PO-170605	02/28/2017	INVOICE-0012340	1	01-0815-0-4400.00-1110-1000-112-000-000	YN F	450.00	450.00
					NON-CAPITALIZED EQUIPMENT			
170654	PO-170606	02/28/2017	INVOICE-0012279	1	01-0815-0-4400.00-1110-1000-112-000-000	NN O	-265.50	0.00
					NON-CAPITALIZED EQUIPMENT			
170654	PO-170606	02/28/2017	INVOICE-0012279	1	01-0815-0-4400.00-1110-1000-112-000-000	YN F	265.50	265.50
					NON-CAPITALIZED EQUIPMENT			
					TOTAL PAYMENT AMOUNT	1,621.50 *		1,621.50
					TOTAL USE TAX AMOUNT	76.04		
102886/00	ANDRADE, DIANA							
170728	PO-170703	02/27/2017	MATH STAF TRAINING LUNCH REIMB	1	01-0824-0-4314.00-1110-1000-310-000-000	NN P	46.33	46.33
					FOOD - OTHER			
170902	PO-170873	02/27/2017	PLC CONF REIMB	1	01-0824-0-5200.00-1110-1000-310-000-000	NN F	120.91	120.91
					TRAVEL & CONFERENCE			
					TOTAL PAYMENT AMOUNT	167.24 *		167.24

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2	T9MPS				
104361/00	ATHLETICS UNLIMITED							
170130	PO-170147	02/27/2017	PER REQUEST	1	01-1100-0-4300.00-1801-4200-310-000-000	NN C	884.60	0.00
			SUPPLIES					
			TOTAL PAYMENT AMOUNT		0.00 *			0.00
006217/00	ATKINSON ANDELSON LOYA	953378600						
PV-170505	02/27/2017	515124		01-0000-0-5801.00-0000-7100-112-000-000	NY		748.13	
			LEGAL FEES					
			TOTAL PAYMENT AMOUNT		748.13 *			748.13
105046/00	BAY REPROGRAPHIC & SUPPLY, INC							
170876	PO-170839	02/27/2017	349262	1	01-0000-0-4400.00-0000-7200-112-000-000	NN F	3,481.19	3,481.19
			NON-CAPITALIZED EQUIPMENT					
			TOTAL PAYMENT AMOUNT		3,481.19 *			3,481.19
102253/00	CASBO							
170829	PO-170801	02/27/2017	592511	1	01-0000-0-5200.00-0000-7200-112-000-000	NN P	255.00	255.00
			TRAVEL & CONFERENCE					
170829	PO-170801	02/27/2017	592507	1	01-0000-0-5200.00-0000-7200-112-000-000	NN P	215.00	215.00
			TRAVEL & CONFERENCE					
170829	PO-170801	02/27/2017	592506	1	01-0000-0-5200.00-0000-7200-112-000-000	NN P	215.00	215.00
			TRAVEL & CONFERENCE					
			TOTAL PAYMENT AMOUNT		685.00 *			685.00
103918/00	CENGAGE LEARNING							
170745	PO-170710	02/28/2017	59595696	1	01-6387-0-4300.00-3824-1000-310-000-000	NN F	7,121.30	7,152.98
			SUPPLIES					
			TOTAL PAYMENT AMOUNT		7,152.98 *			7,152.98
104706/00	CENTRAL REGION CATA							
170897	PO-170875	02/27/2017	PER REQUEST	1	01-3550-0-4300.00-1110-1000-310-000-000	NN C	170.00	0.00
			SUPPLIES					
170913	PO-170882	02/27/2017	GUSTINE REGISTRATION	1	01-3550-0-4300.00-1110-1000-310-000-000	NN F	190.00	190.00
			SUPPLIES					
			TOTAL PAYMENT AMOUNT		190.00 *			190.00

014 Gustine Unified School Dist. J4550  
MARCH 17 WARRANT REGISTER 1

ACCOUNTS PAYABLE PRELIST  
BATCH: 0029 FEBRUARY 17 WARRANT REGISTER 4 << Open >>  
FUND : 01 GENERAL FUND/COUNTY SSF

APY500 L.00.12 02/28/17 16:43 PAGE 3

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2	T9MPS				
104854/00	CERES WORLD TRAVEL	680532311						
170908 PO-170868	02/27/2017	AIRPORT TRANSPORTATION	1 01-3010-0-5200.00-1110-1000-110-000-000	NY F		114.22	106.00	
		TRAVEL & CONFERENCE						
		TOTAL PAYMENT AMOUNT		106.00 *			106.00	
100295/00	CHEVRON AND TEXACO							
PV-170502	02/27/2017	49707319	01-7010-0-4300.00-1110-1000-310-000-000	NN			43.29	
		SUPPLIES						
		TOTAL PAYMENT AMOUNT		43.29 *			43.29	
104420/00	CRIVELLI'S SHIRTS AND MORE							
170156 PO-170131	02/27/2017	per request	1 01-1100-0-4300.00-1801-4200-310-000-000	NN C		2,000.00	0.00	
		SUPPLIES						
		TOTAL PAYMENT AMOUNT		0.00 *			0.00	
103792/00	DATA PATH INC							
170855 PO-170834	02/27/2017	134308	1 01-6500-0-4400.00-5770-1110-112-000-000	NN F		759.21	758.24	
			NON-CAPITALIZED EQUIPMENT					
170855 PO-170834	02/27/2017	134308	2 01-0824-0-4300.00-1110-1000-110-000-115	NN F		759.22	758.25	
			SUPPLIES					
170886 PO-170864	02/27/2017	134284	1 01-1100-0-4300.00-1110-1000-110-000-000	NN F		464.40	464.40	
			SUPPLIES					
		TOTAL PAYMENT AMOUNT		1,980.89 *			1,980.89	
103754/00	FEDEX							
PV-170511	02/27/2017	5-710-90844	01-0000-0-5930.00-0000-7200-112-000-000	NN			25.40	
			COMMUNICATION - POSTAGE/METER					
		TOTAL PAYMENT AMOUNT		25.40 *			25.40	
032475/00	FORD'S FARM SUPPLY	770483584						
170848 PO-170823	02/27/2017	145143	1 01-7010-0-4300.00-1110-1000-310-000-000	NN P		319.37	319.37	
			SUPPLIES					
170848 PO-170823	02/27/2017	144905	1 01-7010-0-4300.00-1110-1000-310-000-000	NN P		276.75	276.75	
			SUPPLIES					
		TOTAL PAYMENT AMOUNT		596.12 *			596.12	

014 Gustine Unified School Dist. J4550  
MARCH 17 WARRANT REGISTER 1

ACCOUNTS PAYABLE PRELIST  
BATCH: 0029 FEBRUARY 17 WARRANT REGISTER 4 << Open >>  
FUND : 01 GENERAL FUND/COUNTY SSF

APY500 L.00.12 02/28/17 16:43 PAGE 4

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2 T9MPS					
104239/00	GATEKEEPER SYSTEMS INC							
170046 PO-170045	02/27/2017	REOPN	1 01-0823-0-4300.00-0000-3600-112-000-000 NN O			360.00	0.00	
			SUPPLIES					
170046 PO-170045	02/27/2017	35641	1 01-0823-0-4300.00-0000-3600-112-000-000 YN F			360.00	360.00	
			SUPPLIES					
			TOTAL PAYMENT AMOUNT	360.00 *				360.00
			TOTAL USE TAX AMOUNT	27.90				
036649/00	GOTTSCHALK'S MUSIC CENTER	0000000000						
170111 PO-170118	02/27/2017	571114	1 01-0824-0-5640.00-1154-1000-310-000-000 N P			405.50	405.50	
			REPAIRS/MAINT OF EQUIPMENT					
170111 PO-170118	02/27/2017	11792	1 01-0824-0-5640.00-1154-1000-310-000-000 N P			476.70	476.70	
			REPAIRS/MAINT OF EQUIPMENT					
			TOTAL PAYMENT AMOUNT	882.20 *				882.20
104606/00	HAZAN, RUSSELL							
PV-170506	02/27/2017	CONF REIMB AG EXPO	01-8150-0-5200.00-0000-8110-112-000-000 NN					67.84
			TRAVEL & CONFERENCE					
			TOTAL PAYMENT AMOUNT	67.84 *				67.84
104440/00	KIMBALL MIDWEST							
170272 PO-170236	02/27/2017	5420123	1 01-0823-0-4344.00-0000-3600-112-000-000 NN P			201.63	201.63	
			REPLACEMENT PARTS					
170272 PO-170236	02/27/2017	5421400	1 01-0823-0-4344.00-0000-3600-112-000-000 NN P			146.78	146.78	
			REPLACEMENT PARTS					
			TOTAL PAYMENT AMOUNT	348.41 *				348.41
101896/00	MATRANGA WHOLESALE FLORISTS							
170285 PO-170285	02/27/2017	785933	1 01-7010-0-4300.00-1110-1000-310-000-000 NN P			169.65	169.65	
			SUPPLIES					
			TOTAL PAYMENT AMOUNT	169.65 *				169.65
054938/00	MATTOS NEWSPAPERS INC.	0000000000						
PV-170516	02/28/2017	TR010317022	01-0000-0-5899.00-0000-7200-112-000-000 NN					350.00
			OTHER SERVICES, FEES, OP EXPS					
PV-170516	02/28/2017	PI072816031	01-0000-0-5899.00-0000-7200-112-000-000 NN					52.40
			OTHER SERVICES, FEES, OP EXPS					



014 Gustine Unified School Dist. J4550  
MARCH 17 WARRANT REGISTER 1

ACCOUNTS PAYABLE PRELIST APY500 L.00.12 02/28/17 16:43 PAGE 5  
BATCH: 0029 FEBRUARY 17 WARRANT REGISTER 4 << Open >>  
FUND : 01 GENERAL FUND/COUNTY SSF

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2 T9MPS				
TOTAL PAYMENT AMOUNT			402.40 *			402.40	
104129/00	MCGRAW-HILL SCHOOL EDUCATION						
170221 PO-170171	02/27/2017	93272546001	1 01-0815-0-4100.00-1100-1000-112-000-000 NN F			1,301.10	1,301.10
			APPRVD TEXTBKS/CORE CURRICULA				
TOTAL PAYMENT AMOUNT			1,301.10 *			1,301.10	
092087/00	NAPA AUTO PARTS		770001024				
170273 PO-170237	02/27/2017	273932	1 01-0823-0-4344.00-0000-3600-112-000-000 NN P			420.21	420.21
			REPLACEMENT PARTS				
170273 PO-170237	02/27/2017	274068	1 01-0823-0-4344.00-0000-3600-112-000-000 NN P			253.39	253.39
			REPLACEMENT PARTS				
TOTAL PAYMENT AMOUNT			673.60 *			673.60	
064370/00	OFFICE SUPPLY EXPRESS		770446496				
170385 PO-170343	02/27/2017	123637	1 01-0000-0-4350.00-0000-7200-112-000-000 NN P			454.93	454.93
			OFFICE SUPPLIES				
170385 PO-170343	02/28/2017	123781	1 01-0000-0-4350.00-0000-7200-112-000-000 NN P			36.94	36.94
			OFFICE SUPPLIES				
TOTAL PAYMENT AMOUNT			491.87 *			491.87	
101470/00	P G & E						
PV-170504	02/27/2017	ACCT 5467178958-1 02/16/2017	01-0000-0-5520.00-0000-8200-112-000-000 NN				2,130.06
			ELECTRICITY				
TOTAL PAYMENT AMOUNT			2,130.06 *			2,130.06	
104438/00	PEARSON CLINICAL ASSESSMENT						
170859 PO-170830	02/27/2017	11048097	1 01-6500-0-4300.00-5770-3120-112-000-000 NN F			330.00	360.00
			SUPPLIES				
PV-170501	02/27/2017	11048097	01-6500-0-4300.00-5770-3120-112-000-000 NN				15.38
			SUPPLIES				
TOTAL PAYMENT AMOUNT			375.38 *			375.38	



Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
104883/00	PENA, CATHERINE							
	PV-170514 02/28/2017	DRIVER PHYSICAL REIMB		01-0823-0-5845.00-0000-3600-112-000-000 NN			60.00	
		PHYSICAL EXAMS						
		TOTAL PAYMENT AMOUNT		60.00 *			60.00	
104999/00	PENA, MARIO							
	PV-170507 02/27/2017	D.O.T. PHYSICAL REIMB		01-0823-0-5845.00-0000-3600-112-000-000 NN			60.00	
		PHYSICAL EXAMS						
		TOTAL PAYMENT AMOUNT		60.00 *			60.00	
104538/00	RALEY'S							
170333 PO-170300 02/28/2017	5021439392ASTR		1	01-0000-0-4300.00-0000-7200-112-000-000 NN P			9.97	9.97
		SUPPLIES						
170846 PO-170825 02/28/2017	2344310216ASTR		1	01-7010-0-4300.00-1110-1000-310-000-000 NN P			427.11	427.11
		SUPPLIES						
170846 PO-170825 02/28/2017	2344795279ASTR		1	01-7010-0-4300.00-1110-1000-310-000-000 NN P			70.81	70.81
		SUPPLIES						
170846 PO-170825 02/28/2017	2344866666ASTR		1	01-7010-0-4300.00-1110-1000-310-000-000 NN P			209.20	209.20
		SUPPLIES						
170846 PO-170825 02/28/2017	2344881808ASTR		1	01-7010-0-4300.00-1110-1000-310-000-000 NN P			321.37	321.37
		SUPPLIES						
170846 PO-170825 02/28/2017	2344928029ASTR		1	01-7010-0-4300.00-1110-1000-310-000-000 NN P			49.86	49.86
		SUPPLIES						
		TOTAL PAYMENT AMOUNT		1,088.32 *			1,088.32	
104686/00	SAENZ PEST CONTROL							
	PV-170503 02/27/2017	2402		01-8150-0-5565.00-0000-8110-112-000-000 NN			170.00	
		PEST CONTROL						
	PV-170503 02/27/2017	2400		01-8150-0-5565.00-0000-8110-112-000-000 NN			210.00	
		PEST CONTROL						
		TOTAL PAYMENT AMOUNT		380.00 *			380.00	
076660/00	SANTA NELLA		0000000000					
	PV-170510 02/27/2017	COM030 02/15/2017		01-0000-0-5530.00-0000-8200-112-000-000 NN			459.87	
		WATER&/OR SEWAGE						
		TOTAL PAYMENT AMOUNT		459.87 *			459.87	

014 Gustine Unified School Dist. J4550  
MARCH 17 WARRANT REGISTER 1

ACCOUNTS PAYABLE PRELIST APY500 L.00.12 02/28/17 16:43 PAGE 7  
BATCH: 0029 FEBRUARY 17 WARRANT REGISTER 4 << Open >>  
FUND : 01 GENERAL FUND/COUNTY SSF

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2 T9MPS				
<hr/>							
101568/00	SCHOOL SERVICES OF CALIFORNIA						
170665 PO-170619	02/27/2017	W093585-IN	1 01-0000-0-5200.00-0000-7200-112-000-000	NN F		615.00	615.00
			TRAVEL & CONFERENCE				
		TOTAL PAYMENT AMOUNT	615.00 *				615.00
103946/00	SISC FLEX						
PV-170515	02/28/2017	INSURANCE	01-0100-0-9555.00-0000-0000-000-000-000	NN			776.67
			125 DEP CARE & MED REIMBURSE				
		TOTAL PAYMENT AMOUNT	776.67 *				776.67
103613/00	SOLUTION TREE						
170776 PO-170746	02/27/2017	880286	1 01-0000-0-4300.00-0000-7150-112-000-000	NN F		86.29	90.00
			SUPPLIES				
PV-170512	02/27/2017	880286	01-0000-0-4300.00-0000-7150-112-000-000	NN			4.93
			SUPPLIES				
		TOTAL PAYMENT AMOUNT	94.93 *				94.93
107000/00	SOUTHWEST SCHOOL & OFFICE						
170697 PO-170680	02/28/2017	PINV0229382	1 01-1100-0-4300.00-1110-1000-110-000-000	NN F		350.16	350.93
			SUPPLIES				
170707 PO-170688	02/28/2017	PINV0229379	1 01-0824-0-4300.00-1110-1000-110-000-200	NN P		148.78	148.78
			SUPPLIES				
170759 PO-170714	02/28/2017	PINV0230318	1 01-0824-0-4300.00-1110-1000-110-000-100	NN P		22.08	22.08
			SUPPLIES				
170737 PO-170724	02/28/2017	PINV0236762	1 01-0824-0-4300.00-1110-1000-110-000-100	NN P		11.64	11.64
			SUPPLIES				
170737 PO-170724	02/28/2017	PINV0230055	1 01-0824-0-4300.00-1110-1000-110-000-100	NN P		315.64	315.64
			SUPPLIES				
170737 PO-170724	02/28/2017	PINV0230613	1 01-0824-0-4300.00-1110-1000-110-000-100	NN P		17.15	17.15
			SUPPLIES				
170779 PO-170752	02/28/2017	PINV0239822	1 01-0824-0-4300.00-1110-1000-110-000-100	NN P		51.53	51.53
			SUPPLIES				
170779 PO-170752	02/28/2017	PINV0229270	1 01-0824-0-4300.00-1110-1000-110-000-100	NN P		162.07	162.07
			SUPPLIES				
		TOTAL PAYMENT AMOUNT	1,079.82 *				1,079.82

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
104288/00	TESEI PETROLEUM							
	PV-170508 02/27/2017 68033			01-7010-0-4300.00-1110-1000-310-000-000 NN			174.15	
		SUPPLIES						
	PV-170508 02/27/2017 68033			01-0000-0-4341.00-0000-8200-112-000-000 NN			349.32	
		GAS, OIL LUBE, ETC						
	PV-170508 02/27/2017 68033			01-8150-0-4341.00-0000-8110-112-000-000 NN			253.10	
		GAS, OIL LUBE, ETC						
	PV-170508 02/27/2017 68033			01-0823-0-4341.00-0000-3600-112-000-000 NN			86.12	
		GAS, OIL LUBE, ETC						
	PV-170509 02/27/2017 68121			01-0823-0-4341.00-0000-3600-112-000-000 NN			2,517.12	
		GAS, OIL LUBE, ETC						
		TOTAL PAYMENT AMOUNT			3,379.81 *			3,379.81
104936/00	U.S. BANK							
	PV-170513 02/28/2017 CA EDD PAYROLL TAX DE88 PYMNT			01-0000-0-5899.00-0000-7200-112-000-000 NN			7,591.92	
		OTHER SERVICES, FEES, OP EXPS						
		TOTAL PAYMENT AMOUNT			7,591.92 *			7,591.92
104323/00	U.S. BANK EQUIPMENT FINANCE							
	PV-170500 02/27/2017 324978964			01-0000-0-5620.00-0000-2700-112-000-000 NN			1,141.42	
		RENTALS, LEASES OF EQUIPMENT						
		TOTAL PAYMENT AMOUNT			1,141.42 *			1,141.42
102209/00	VIA ADVENTURES INC							
	170808 PO-170763 02/27/2017 21201			1 01-0823-0-5835.00-0000-3600-112-000-000 NN F		1,756.80	1,756.80	
		CONTRACTED TRANSPORTATION SVCS						
		TOTAL PAYMENT AMOUNT			1,756.80 *			1,756.80
104959/00	VOLLEYBALL U.S.A							
	170144 PO-170138 02/27/2017 PER REQUEST			1 01-1100-0-4300.00-1801-4200-310-000-000 NN C		192.80	0.00	
		SUPPLIES						
		TOTAL PAYMENT AMOUNT			0.00 *			0.00

014 Gustine Unified School Dist. J4550  
MARCH 17 WARRANT REGISTER 1

ACCOUNTS PAYABLE PRELIST APY500 L.00.12 02/28/17 16:43 PAGE 9  
BATCH: 0029 FEBRUARY 17 WARRANT REGISTER 4 << Open >>  
FUND : 01 GENERAL FUND/COUNTY SSF

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description		FD-RESC-Y-OBJT.SO-GOAL-FUNC-SCH-DD1-DD2	T9MPS	Liq Amt	Net Amount
104688/00		WESTSIDE LANDSCAPE SUPPLY					
170761 PO-170712	02/27/2017	C15142	1	01-8150-0-4300.00-0000-8110-112-000-000	NN P	215.25	215.25
				SUPPLIES			
		TOTAL PAYMENT AMOUNT		215.25 *			215.25
		TOTAL FUND PAYMENT		43,216.79 **			43,216.79
		TOTAL USE TAX AMOUNT		103.94			

MERCED COUNTY OFFICE OF EDUCATION  
WARRANT REGISTER BATCH COVER

**Gustine**

DATE: 2/28/17

DISTRICT FUND: 13 - 5077

BATCH# 29

DISTRICT NAME: 14 - GUSTINE UNIFIED SCHOOL DISTRICT

TOTAL AMOUNT OF REGISTER: \$ 1,457.07

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

CHECK LIST FOR WARRANT REGISTERS  
(PLEASE CHECKMARK EACH)

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

**ALL BATCHES MUST BE RELEASED AND HELD FOR AUDIT**

**DISTRICT SERVICES USE ONLY**

RECEIVED BY DISTRICT SERVICES: \_\_\_\_\_

AUDIT APPROVED: \_\_\_\_\_

CASH CHECKED: \_\_\_\_\_

RELEASED FOR PAYMENT: \_\_\_\_\_

014 Gustine Unified School Dist. J4550  
MARCH 17 WARRANT REGISTER 1

ACCOUNTS PAYABLE PRELIST APY500 L.00.12 02/28/17 16:43 PAGE 10  
BATCH: 0029 FEBRUARY 17 WARRANT REGISTER 4 << Open >>  
FUND : 13 CAFETERIA SPECIAL REVENUE FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description		FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2	T9MPS	Liq Amt	Net Amount
016633/00	CENTRAL SANITARY SUPPLY CO	000000000					
170789 PO-170760	02/28/2017	771125	1	13-5310-0-4300.00-0000-3700-112-000-000	NN P	851.53	851.53
				SUPPLIES			
170789 PO-170760	02/28/2017	771150	1	13-5310-0-4300.00-0000-3700-112-000-000	NN P	308.54	308.54
				SUPPLIES			
				TOTAL PAYMENT AMOUNT	1,160.07 *		1,160.07
104327/00	MODESTO REFRIGERATION INC						
170109 PO-170107	02/28/2017	0000018232	1	13-5310-0-5640.00-0000-3700-112-000-000	NN F	169.67	297.00
				REPAIRS/MAINT OF EQUIPMENT			
				TOTAL PAYMENT AMOUNT	297.00 *		297.00
				TOTAL FUND	PAYMENT	1,457.07 **	1,457.07



MERCED COUNTY OFFICE OF EDUCATION  
WARRANT REGISTER BATCH COVER

**Gustine**

DATE: 2/28/17

DISTRICT FUND: 21-5066  
01-5070

BATCH# 29

DISTRICT NAME: 14 - GUSTINE UNIFIED SCHOOL DISTRICT

TOTAL AMOUNT OF REGISTER: \$ 48,576.22

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

CHECK LIST FOR WARRANT REGISTERS  
(PLEASE CHECKMARK EACH)

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

**ALL BATCHES MUST BE RELEASED AND HELD FOR AUDIT**

DISTRICT SERVICES USE ONLY

RECEIVED BY DISTRICT SERVICES: \_\_\_\_\_

AUDIT APPROVED: \_\_\_\_\_

CASH CHECKED: \_\_\_\_\_

RELEASED FOR PAYMENT: \_\_\_\_\_



014 Gustine Unified School Dist. J4550  
MARCH 17 WARRANT REGISTER 1

ACCOUNTS PAYABLE PRELIST APY500 L.00.12 02/28/17 16:43 PAGE 11  
BATCH: 0029 FEBRUARY 17 WARRANT REGISTER 4 << Open >>  
FUND : 21 BUILDING FUND - BOND PROCEEDS

Ver	Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req	Reference	Date	Description	FD-RESC-Y-OBJT.S0-GOAL-FUNC-SCH-DD1-DD2	T9MPS	Liq Amt	Net Amount		
006217/00	ATKINSON ANDELSON LOYA		953378600						
	PV-170505	02/27/2017	515124	21-0000-7-5801.00-0000-8500-112-000-000	NY		3,003.00		
				LEGAL FEES					
				TOTAL PAYMENT AMOUNT	3,003.00 *		3,003.00		
104863/00	CALIFORNIA DESIGN WEST INC.								
170505	PO-170459	02/27/2017	191501-17	1 21-0000-7-6215.00-0000-8500-310-000-438	NN P	11,333.22	11,333.22		
				ARCHITECT/ ENGINEERING FEES					
170787	PO-170758	02/27/2017	191502-14	1 21-0000-7-6215.00-0000-8500-310-000-433	NN P	22,220.00	22,220.00		
				ARCHITECT/ ENGINEERING FEES					
170788	PO-170759	02/27/2017	191601-7	1 21-0000-7-6215.00-0000-8500-115-000-337	NN P	12,020.00	12,020.00		
				ARCHITECT/ ENGINEERING FEES					
				TOTAL PAYMENT AMOUNT	45,573.22 *		45,573.22		
				TOTAL FUND	PAYMENT	48,576.22 **		48,576.22	
				TOTAL BATCH PAYMENT	93,250.08 ***	0.00	93,250.08		
				TOTAL USE TAX AMOUNT	103.94				
				TOTAL DISTRICT PAYMENT	93,250.08 ****	0.00	93,250.08		
				TOTAL USE TAX AMOUNT	103.94				
				TOTAL FOR ALL DISTRICTS:	93,250.08 ****	0.00	93,250.08		
				TOTAL USE TAX AMOUNT	103.94				

Number of checks to be printed: 42, not counting voids due to stub overflows.  
Number of zero dollar checks: 3, will be printed.

## **GUSTINE UNIFIED SCHOOL DISTRICT**

**Meeting of the Board of Trustees**

**MEETING DATE:**

March 8, 2017

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**AGENDA ITEM TITLE:** Update Board Bylaws Policy 3515.7 (Firearms on School Grounds)

**AGENDA SECTION:** Action

**PRESENTED BY:** Bill Morones, Superintendent

**SUMMARY:**

Updating Board Policy 3515.7 by choosing **OPTION 1** or **OPTION 2**. Once approved by the Board, CSBA will return a paper for inclusion in the hard-copy manual and will post the updates on GAMUT Online, available from the District's website.

**Business and Noninstructional Operations** BP 3515.7(a)

**FIREARMS ON SCHOOL GROUNDS**

**OPTION 1:**

The Superintendent or designee shall not grant permission to any other individual to carry a firearm or ammunition on school grounds.

OR

**OPTION 2:**

In addition, the Board authorizes the Superintendent or designee to grant written permission to a person who holds a valid Carry Concealed Weapon (CCW) license issued in California and who is at least 21 years of age to possess lawful firearms and/or ammunition on school grounds in accordance with law and Board policy.

**FISCAL IMPACT:** None

**BUDGET CATEGORY:** None

**RECOMMENDED ACTION:** Select Option 1

# CSBA Sample

## Board Policy

### Firearms On School Grounds

BP 3515.7

#### Business and Noninstructional Operations

Cautionary Notice: SB 707 (Ch. 766, Statutes of 2015) amended Penal Code 626.9 and 30310 to provide that a person with a concealed weapons license must obtain written permission of the Superintendent or designee in order to possess a firearm and/or ammunition on school grounds. In view of the public interest and safety issues involved, CSBA strongly recommends that the Governing Board adopt a policy either prohibiting or permitting such possession and, if such possession is allowed, establishing conditions and criteria for granting permission to individuals. Because the law now requires an affirmative action on the part of the district to allow or disallow concealed weapons permit holders to possess a firearm and/or ammunition on school grounds, it is possible that district liability could be increased. Thus, in adopting a policy, CSBA recommends that the Board consult with the district's legal counsel and insurance provider and with local law enforcement in order to carefully tailor the following sample policy to reflect the district's local circumstances.

\*\*\*Note: The following optional Board policy should be revised to reflect district practice.\*\*\*

The Governing Board is committed to providing a safe environment for students, staff, and visitors on campus. The Superintendent or designee shall consult with local law enforcement, insurance carriers, and other appropriate individuals and agencies to address the security of school campuses.

(cf. 3515 - Campus Security)  
(cf. 3515.2 - Disruptions)  
(cf. 3515.3 - District Police/Security Department)  
(cf. 4158/4258/4358 - Employee Security)  
(cf. 5131.4 - Student Disturbances)  
(cf. 5131.7 - Weapons and Dangerous Instruments)

District policy regarding the possession of firearms and/or ammunition on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 1112 - Media Relations)  
(cf. 1113 - District and School Web Sites)  
(cf. 1114 - District-Sponsored Social Media)

\*\*\*Note: Pursuant to Penal Code 626.9 (the Gun Free School Zone Act), the possession of a

firearm on school grounds or within 1,000 feet of a school is prohibited, unless the person obtains the written permission of the Superintendent or designee or meets one of the exceptions specified in law (e.g., is a law enforcement or honorably retired peace officer, a member of the military forces engaged in the performance of his/her duties, a security guard, or participating at an existing shooting range at a school). SB 707 (Ch. 766, Statutes of 2015) amended Penal Code 626.9 and 30310 to provide that the exception for a holder of a valid Carry Concealed Weapon (CCW) license applies only to the area within 1,000 feet of a school, not on school grounds. Thus, a holder of a valid CCW license may possess a firearm and/or ammunition on school grounds only if he/she obtains the written permission of the Superintendent or designee.\*\*\*

\*\*\*Note: Pursuant to Education Code 35160 and 35161, the Board is authorized to make rules for the governance of the district. Option 1 below reflects the Board's authority to prohibit the Superintendent or designee from permitting any person who is not specifically listed in Penal Code 626.9 or 30310 from carrying a firearm and/or ammunition onto school grounds. Option 2 reflects the Board's authority to allow the Superintendent or designee to grant permission, on a case-by-case basis, to holders of valid CCWs within the parameters set forth in law.\*\*\*

Any person specified in Penal Code 626.9(l)-(o) and 30310 is authorized to possess a firearm and/or ammunition on school grounds. School grounds include, but are not limited to, school buildings, fields, storage areas, and parking lots.

#### OPTION 1:

The Superintendent or designee shall not grant permission to any other individual to carry a firearm or ammunition on school grounds.

\*\*\*Note: The remainder of this policy is for use by districts selecting Option 2, which allows the Superintendent or designee to exercise the authority to grant written permission to carry a firearm and/or ammunition on school grounds. Prior to adopting Option 2, the district should consult with legal counsel, the chief of police or county sheriff, insurance carriers, and other appropriate persons or agencies to assess the district's potential liability and the potential impact on the district's tactical response and comprehensive safety plans.\*\*\*

#### OPTION 2:

\*\*\*Note: The following paragraph may be revised to reflect district criteria, if any, for establishing eligibility for granting written permission to other persons to carry a firearm and/or ammunition on school grounds. To comply with both state and federal law, individuals need a CCW license without any restrictions regarding carrying a firearm on school grounds. CCW licenses are issued only by a California county sheriff to residents of the county or by the chief of police to residents of the city. Pursuant to Penal Code 26150 and 26155, minimum requirements for the CCW license include proof of "good moral character," good cause for issuance of the license, fulfillment of residency requirements, and completion of a course of training. Some counties also require a psychological evaluation. According to Frequently Asked Questions on the web site of the Office of the Attorney General, California law does not honor or recognize CCW licenses issued outside the state.\*\*\*

\*\*\*Note: In addition, the district may revise the following paragraph to specify the person(s) authorized to grant permission. Pursuant to Penal Code 626.9, the Board could grant such authority to the Superintendent, his/her designee, or "equivalent school authority," which CSBA interprets to mean anyone who is responsible for running a school or program, such as the director of a regional occupational center/program, the principal of a charter school, etc. The paragraph also may be revised to indicate whether the Board will be involved in the review of grants or denials of permission.\*\*\*

In addition, the Board authorizes the Superintendent or designee to grant written permission to a person who holds a valid Carry Concealed Weapon (CCW) license issued in California and who is at least 21 years of age to possess lawful firearms and/or ammunition on school grounds in accordance with law and Board policy.

\*\*\*Note: The following paragraph provides an example of criteria that the district may use in granting permission to its employees, and may be revised to reflect district practice.\*\*\*

Any employee granted permission shall be an employee with no disciplinary record in the previous four years.

(cf. 4116 - Probationary/Permanent Status)  
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)  
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

No staff member shall be required to carry a firearm and/or ammunition while on school grounds.

\*\*\*Note: It is recommended that the district require any person requesting to carry a firearm and/or ammunition on school grounds to complete an application. See Exhibit (1) for a sample application form.\*\*\*

Any person requesting to carry a firearm on school grounds shall annually submit an application to the Superintendent or designee. He/she shall also provide a copy of a valid CCW license and meet any other requirement of the insurance provider, such as additional training or insurance coverage.

(cf. 3580 - District Records)

\*\*\*Note: It is recommended that any person granted permission to carry a firearm and/or ammunition on school grounds be required to read and sign a firearm and ammunition possession agreement. The agreement should specify all responsibilities and restrictions placed upon the possession of a firearm or ammunition on school grounds. See Exhibit (2) for a sample agreement.\*\*\*

Any person who is granted permission shall be required to sign the district's firearm and ammunition possession agreement. The signed agreement shall be maintained in the district's

records. The principal and other appropriate staff shall be notified regarding persons who have been granted permission.

Permission shall be granted only if the Superintendent or designee is satisfied that the possession on school grounds shall be for a peaceful and lawful purpose or activity and that the possessor will at all times comply with all terms included in the district's firearm and ammunition possession agreement.

Permission to carry a firearm and/or ammunition on school grounds may be revoked by the Board or the Superintendent or designee at any time. In addition, when any person granted permission to possess a firearm on campus is directed to leave school grounds for reasons of disruption or other violation of law or district policy, the permission is automatically revoked.

Legal Reference:

EDUCATION CODE

32281 Comprehensive safety plan

35160 Powers and duties of the board

35161 Powers and duties of the board; authority to delegate

38001.5 District security officers; requirements if carry firearm

PENAL CODE

626.9 Gun Free School Zone Act

830.32 District police department; district decision to authorize carrying of firearm

16150 Definition of ammunition

16520 Definition of firearm

26150-26225 Concealed weapons permit

30310 Prohibition against ammunition on school grounds

UNITED STATES CODE, TITLE 18

921 Definitions, firearms and ammunition

922 Firearms, unlawful acts

923 Firearm licensing

UNITED STATES CODE, TITLE 20

7151 Gun-Free Schools Act; student expulsions for possession of firearm

Management Resources:

WEB SITES

Office of the Attorney General: <https://oag.ca.gov/firearms>

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

March 8, 2017

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**AGENDA ITEM TITLE:** PTA-Booster Clubs Insurance**AGENDA SECTION:** Action**PRESENTED BY:** Bill Morones, Superintendent**SUMMARY:**

The Board will decide whether to reimburse a portion of the insurance costs to PTA/Booster Clubs.

**FISCAL IMPACT:** \$3,644.10 Max**BUDGET CATEGORY:** General Fund**RECOMMENDED ACTION:**



# 2016-2017 Gustine Booster Clubs

	Name	Have Insurance?	Coverage Dates	Cost
1	GES Parent Teacher Club	Yes	8/2/2016 - 8/2/2017	\$465.00
2	GHS Ag Boosters	Yes	6/23/2016 - 6/23/2017	\$1,380.00
3	GHS Athletic Booster	Yes	8/25/2016 - 8/25/2017	\$647.10
4	GHS Band Booster	Yes	8/19/2016 - 8/19/2017	\$180.00
5	GHS Cheer Booster	ASB	ASB	ASB
6	GMS Parent/Teacher Booster	Yes	11/1/2016 - 11/1/2017	\$109.00
7	RES Parent/Teacher Booster	Yes	2/4/2017 - 2/4/2018	\$863.00
Total				\$3,644.10

## Application For Insurance

Please complete both pages of the application and check the coverage limits desired.

### Organization Information:

Organization Name GES Parent/Teacher Club School District Gustine Unified  
Mailing Address 2806 Grove Ave County Merced  
City, State & Zip Gustine, CA 95322 Contact Phone Number 209/741-3730  
Primary Contact Name Tracy Bedford Email Address tbedford@gustineusd.org  
Secondary Contact Name Lauren Peterson Email Address gesptc@yahoo.com

### Select Coverage Options:

#### General Liability Coverage

- ☒ \$1 Million - \$180  
☐ \$2 Million - \$250

#### Extended Medical Payments for the General Liability Coverage

- ☒ \$10,000 - \$95  
☐ \$25,000 - \$105  
☐ \$50,000 - \$120

#### Officers Liability (Non-Profit Professional Liability)

- ☒ \$1 Million - \$75

#### Inland Marine Coverage (Business Personal Property)\*

- ☒ \$10,000 - \$115  
☐ \$25,000 - \$240  
☐ \$50,000 - \$375

#### Bond Coverage (Commercial Crime & Fidelity)\*

- ☐ \$10,000 - \$100  
☐ \$25,000 - \$115  
☐ \$50,000 - \$140

Total Cost: \$

465.00

Have you had insurance declined, cancelled or non renewed in the last three years?

No ☒ Yes ☐  
(If yes, please attach explanation)

Have you had any insurance claims in the last three years?

No ☒ Yes ☐  
(If yes, please attach explanation)

### Reminder!

1. Complete Both Pages
2. Sign Application
3. Send Payment

Other limits are available upon request  
Please note that all policies are subject to a minimum earned premium of 50% or \$50, whichever is greater, not to exceed the total annual premium.

Make Checks Payable to: AIM

PO Box 674051

Dallas, TX 75267-4051

Phone: 800-876-4044 Fax: 214-360-0802

Email: aim@aim-companies.com

# FFA Ag Boosters Group Insurance

## Specialty Human Services Division

Insuring those who improve our communities.

**GREAT AMERICAN**  
INSURANCE GROUP

### Quote Proposal

Insured Name: Gustine High School FFA Ag Boosters

Account Name: Gustine High School FFA Ag Boosters

Policy Number(s): GLP-

Effective/Expiration Date: 06/23/2016 to 06/23/2017

Quote expiration: 06/28/2016

	Premium Excluding Terrorism	Premium Including Terrorism	Tax/Surcharge
General Liability	\$1,380.00	\$1,380.00	\$0.00
Account Total	\$1,380.00	<u>\$1,380.00</u>	\$0.00

These premiums do not include installment charges.

Quote is subject to:

- No known loss letter prior to binding - for lapse in coverage or no prior insurance

*pd out # 1169  
6/20/16 # 1380.00*




## MEMBER CERTIFICATE OF INSURANCE

8/19/16

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Insured #: CA167546

### NAMED INSURED MEMBER:

 Gustine High School Band Boosters  
Attn: Tammie Lawrence or Current Officer  
501 North Ave  
Gustine, CA 95322

### Named Insured & Mailing Address

Education Support Purchasing Group  
c/o AIM  
P.O. Box 674051  
Dallas TX, 75267-4051

### PRODUCER NAME

AIM Association Insurance  
Management, Inc.  
PO Box 674051  
Dallas TX, 75267-4051

Company / Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
Tudor Insurance Company / Commercial General Liability	PTP0007077	8/19/16 - 8/19/17	NONE	Each Occurrence	\$1,000,000
				General Aggregate	\$2,000,000
				Products - COMP/OPS Aggregate	\$1,000,000
				Personal & Advertising Injury	\$1,000,000
				Fire Damage (any one fire)	\$50,000
Tudor Insurance Company / Medical Payments	PTP0007077	8/19/16 - 8/19/17	NONE	Any One Person	\$5,000
				Aggregate	\$5,000

### Certificate Holder:

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any, complete the above numbered policy. Copies of the Master Policies are available upon request or may be printed at [www.aim-companies.com](http://www.aim-companies.com)

AUTHORIZED REPRESENTATIVE



Total 180.00

STOCK COMPANY

# DIRECTORS, OFFICERS, INSURED ENTITY AND EMPLOYMENT PRACTICES INSURANCE COVERAGE CERTIFICATE

CERTIFICATE NUMBER: PTP0018019Prior Certificate Number: NEWPOLICY NUMBER: PGP0856725
**Western World**  
INSURANCE GROUP

☐ WESTERN WORLD INSURANCE COMPANY    ☒ TUDOR INSURANCE COMPANY    ☐ STRATFORD INSURANCE COMPANY

## THE EDUCATIONAL SUPPORT PURCHASING GROUP

**Certificate Holder and Mailing Address:**

Gustine Middle School Parent Teacher Club  
28075 Sullivan Rd.  
Gustine, CA 95322

Surplus Lines License # 1615689

Agent/Broker # 26001

Association Insurance Management, Inc.

P.O. Box 742946

Dallas, TX 75374

Insured # CA166528

Certificate Period: (Mo./Day/Yr.)

From: 11/1/2016

To: 11/1/2017

12:01 AM, standard time at your mailing address shown above.

**The Certificate Holder is:**

☐ Individual    ☐ Partnership    ☐ Limited Liability Company    ☐ Organization/Corporation    ☐ Trust  
☒ Other Non Profit

Location of Business:  
28075 Sullivan Rd.  
Gustine, CA 95322

Business Description:  
Parent Teacher Organization

## THIS IS A CLAIMS MADE AND REPORTED COVERAGE DECLARATIONS

### COVERAGE A. DIRECTORS AND OFFICERS LIABILITY INSURANCE

**ITEM 1. LIMIT OF INSURANCE**
Aggregate Limit \$1,000,000
**ITEM 2. RETENTION (EACH CLAIM)** \$1,500
**ITEM 3. PREMIUM FOR COVERAGE A.** \$34.00

IF THERE IS NO LIMIT OF INSURANCE SHOWN FOR ITEM 1., THIS POLICY  
DOES NOT INCLUDE COVERAGE A. DIRECTORS AND OFFICERS LIABILITY INSURANCE.

Total 109.00

**FARMERS INSURANCE GROUP OF COMPANIES**

Thank you for your payment.

Date: 02/03/2017  
Time: 05:28 PM Pacific Time

Acceptance of the sum mentioned below does not modify or alter the terms of the application or provision of any policy subsequently issued.

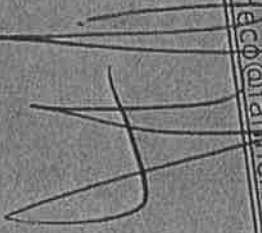
ACA Number: 0203  
Receipt Number: +35012820  
Payment Received from: ROMERO PARENT TEACHER CLUB  
Transaction Type: NEW BUSINESS/RE

Policy / Account Number: F00686920700100001 Amount: \$863.00  
\$863.00  
Check#001052

Total Amount Paid:

Chris E Pacheco  
863 I St Ste A  
Los Banos, CA 93635-4358  
Tel : (209) 826-0505  
Email : cpacheco@farmersagent.com

**Questions about your payment or receipt**  
You can call the agent or contact us directly at 1-877-327-6392 before 6:00 P Central Time on the same day the payment was processed.



# GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

March 8, 2017

---

**AGENDA ITEM TITLE:** Approval of the E-Rate Proposals for WAN (wide area network) Connections

**AGENDA SECTION:** Action

**PRESENTED BY:** Bill Morones, Superintendent  
Lizett Aguilar, CBO

**SUMMARY:**

**BACKGROUND INFORMATION**

E-Rate is a program that provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications, Internet access, internal connections, and basic maintenance of internal connections. This program is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). The Merced County Office of Education (MCOE) is assisting the Gustine Unified School District (GUSD) with filing for E-Rate Year 2017 funding and bidding documentation. The E-Rate Year 2017 will commence July 1, 2017 to June 30, 2018. The GUSD E-Rate Year 2017 discount for Category ONE services (telecommunications and Internet access) is 90%. The remaining non discounted portion of 10% for Category ONE services will be paid by the district.

**ISSUE/DISCUSSION**

GUSD has applied for E-Rate Year 2017 to off-set the costs of wide area network (WAN) connections for the Gustine schools and the District Office, and Internet access for the students and the District staff. Our WAN is what connects all of the sites to one central location and then in turn, this central location connects to the Merced County Office of Education (MCOE). The district plans to implement 10 Gbps connectivity to the schools, the district office, and MCOE, whereas currently the capacity is at 1 Gbps from each site.

The district had received bids from 2 telecommunication providers - AT&T and Zayo.

Below are the highlights of each proposal –

1. Zayo Networks
  - a. The company is located out of state and has little to no experience in California.
  - b. The company is proposing dark fiber. Dark fiber is now e-Rate eligible and it allows GUSD more flexibility in increasing the network bandwidth (capacity) as needed. As such, this solution is a cost effective solution for bandwidth growth.
  - c. Selecting this vendor would require a one-time expenditure for installing the new fiber at the Gustine schools and the District office.



- d. The on-going costs for the Gustine schools and district office are less than the AT&T proposal.

2. AT&T

- a. The company is offering lit fiber services at 10 Gigabit speed.
- b. The ongoing cost is higher than Zayo Networks.

Since this matter is time sensitive, contracts for both vendors are currently under review.

**Therefore, we request the board's approval to –**

- i. **Enter into contract with either Zayo Networks or AT&T for the WAN connections to the Gustine schools and the District Office. The final contract will be brought to the Board for ratification.**

**AND**

- ii. **Enter into contract with AT&T for the WAN connection to connect to MCOE to provide Internet access to the Gustine students and financial system services to the District staff.**

**FISCAL IMPACT**

If Zayo Networks is selected, the estimated cost of the WAN connections for the Gustine schools and the district office will be \$49,800.00 for one-time cost after E-Rate discount and \$148.52 for on-going monthly costs after E-Rate and CTF discounts. We are currently in negotiations with Zayo to pay the one-time costs over 4 years.

Meanwhile, if AT&T is selected, the estimated cost of the WAN connections for the Gustine schools and the District Office will be \$440.00 per month.

In addition to either one of these, the estimated cost of the WAN connection to MCOE to provide Internet access to the Gustine students and to the District staff will be \$126.40 per month after E-Rate and CTF discounts.

**All proposals are accepted contingent on the receipt of E-Rate Year 2017 funding.**

**RECOMMENDATION**

The Superintendent recommends approval of the E-Rate proposals for WAN connections as follows:

- i. Enter into contract with either Zayo Networks or AT&T for the WAN connections to the Gustine schools and the District Office.
- ii. Enter into contract with AT&T for the WAN connection to connect to MCOE to provide Internet access to the Gustine students and to the District staff.

**FISCAL IMPACT:** Up to \$66,293.99 for 5 years (\$13,258.80 annual average)

**BUDGET CATEGORY:** General Fund

**RECOMMENDED ACTION:** Approve

# WAN connections from schools and district office to main hub

E-Rate Bid Assessment Worksheet Gustine Unified School District (GUSD)

Page 1 of 1

Funding Year 2017

Projector Service description

GUSD SCHOOL Dedicated Point-to-Point High Speed Broadband Service WAN

Vendor Scoring (use additional worksheets if necessary)

*compare using 20-year total cost		AT & T 10 Gbps ADE		Zayo Dark Fiber with NRC							
Selection Criteria	Weight*	Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Pricing/Charges	35%	4	1.4	5	1.8						
Meets technical specifications and design	20%	5	1.0	5	1.0						
Prior experience	15%	5	0.8	3	0.5						
SPI vendor (Yes=5; No=1)	10%	5	0.5	5	0.5						
Impact to GUSD cash flow	10%	5	0.5	5	0.5						
Non E-Rate eligible charges	10%	5	0.5	5	0.5						
Overall Ranking	100%		4.7		4.7						

Vendor Selected:	Zayo										
Approved By:	Bill Morones										
Title:	District Superintendent										
Date:											

Bid Assessment Comments, if needed:											
AT & T	No one time charges. 3 year contract. Monthly recurring charge higher than Zayo. Higher total cost. GUSD intends to implement 10 Gbps connections between the school sites.										
Zayo	Has one time charge. 5 year contract. Monthly recurring charge lower than AT&T. Lower total cost. GUSD intends to light fiber at 10 Gbps. Award bid to Zayo due to lower total cost. Dark fiber anticipated usability is a minimum of 20 years. Using the Education Superhighway's cost model over 20 years (240 months), the cost of the dark fiber can be recouped after 5 years.										

Notes:  
 \* The weight of each criteria shall be determined by GUSD prior to the opening of the bid. Percentage weights must add up to 100%.  
 \*\* Price must be weighted the heaviest.  
 \*\*\* Evaluated on a scale of 1 to 5; 1=worst, 5=best, 3=unknown/satisfactory/average (except for "Pricing/Charges", "SPI vendor")  
 \*\*\* Weight x Raw Score

Bids on Public Works Projects shall be awarded to the lowest RESPONSIVE & RESPONSIBLE bid

© E-Rate Central

GUSTINE UNITED SCHOOL DISTRICT  
(E-RATE YEAR 2017 SCHOOL WAN CONNECTION FUNDING AND COMPARISON)

PROJECT COST	Period (months)	AT & T ADE Lit Fiber 10 Gbps			Zayo Dark Fiber (NRC + MRC)			Zayo Dark Fiber (MRC ONLY)		
		One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)	One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)	One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)
Gustine Adult School	60	-	2,200.00	132,000.00	124,499.98	742.50	44,550.00	-	3,471.25	208,275.00
Gustine Elementary School	60	-	2,200.00	132,000.00	124,499.98	742.50	44,550.00	-	3,471.25	208,275.00
Gustine High School	60	-	2,200.00	132,000.00	124,499.98	742.50	44,550.00	-	3,471.25	208,275.00
Gustine District Office	60	-	2,200.00	132,000.00	124,499.98	742.50	44,550.00	-	3,471.25	208,275.00
<b>Total</b>		-		<b>528,000.00</b>	<b>497,999.92</b>		<b>178,200.00</b>	-		<b>833,100.00</b>

E-RATE FUNDING	Period (months)	E-Rate Discount	AT & T ADE Lit Fiber 10 Gbps			Zayo Dark Fiber (NRC + MRC)			Zayo Dark Fiber (MRC ONLY)		
			One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)	One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)	One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)
Gustine Adult School	60	90.00%	-	1,980.00	118,800.00	112,049.98	668.25	40,095.00	-	3,124.13	187,447.50
Gustine Elementary School	60	90.00%	-	1,980.00	118,800.00	112,049.98	668.25	40,095.00	-	3,124.13	187,447.50
Gustine High School	60	90.00%	-	1,980.00	118,800.00	112,049.98	668.25	40,095.00	-	3,124.13	187,447.50
Gustine District Office	60	90.00%	-	1,980.00	118,800.00	112,049.98	668.25	40,095.00	-	3,124.13	187,447.50
<b>Total</b>			-		<b>475,200.00</b>	<b>448,199.93</b>		<b>160,380.00</b>	-		<b>749,790.00</b>

UNDISCOUNTED E-RATE PORTION	Period (months)	Undiscount E-Rate portion	AT & T ADE Lit Fiber 10 Gbps			Zayo Dark Fiber (NRC + MRC)			Zayo Dark Fiber (MRC ONLY)		
			One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)	One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)	One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)
Gustine Adult School	60	10.00%	-	220.00	13,200.00	12,450.00	74.25	4,455.00	-	347.13	20,827.50
Gustine Elementary School	60	10.00%	-	220.00	13,200.00	12,450.00	74.25	4,455.00	-	347.13	20,827.50
Gustine High School	60	10.00%	-	220.00	13,200.00	12,450.00	74.25	4,455.00	-	347.13	20,827.50
Gustine District Office	60	10.00%	-	220.00	13,200.00	12,450.00	74.25	4,455.00	-	347.13	20,827.50
<b>Total</b>			-		<b>52,800.00</b>	<b>49,799.99</b>		<b>17,820.00</b>	-		<b>83,310.00</b>

CTF DISCOUNT	Period (months)	CTF Discount (if applicable)	AT & T ADE Lit Fiber 10 Gbps			Zayo Dark Fiber (NRC + MRC)			Zayo Dark Fiber (MRC ONLY)		
			One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)	One-Time (NRC) [No CTF Discount]	Monthly Recurring (MRC)	Total MRC (60 months)	One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)
Gustine Adult School	60	50.00%	-	110.00	6,600.00	12,450.00	37.13	2,227.50	-	347.13	20,827.50
Gustine Elementary School	60	50.00%	-	110.00	6,600.00	12,450.00	37.13	2,227.50	-	347.13	20,827.50
Gustine High School	60	50.00%	-	110.00	6,600.00	12,450.00	37.13	2,227.50	-	347.13	20,827.50
Gustine District Office	60	50.00%	-	110.00	6,600.00	12,450.00	37.13	2,227.50	-	347.13	20,827.50
<b>Total</b>			-		<b>26,400.00</b>	<b>49,799.99</b>		<b>8,910.00</b>	-		<b>83,310.00</b>

<b>TOTAL GUSD OUT-OF-POCKET AFTER E-RATE &amp; CTF DISCOUNTS (over 60 months)</b>	<b>26,400.00</b>	<b>58,709.99</b>	<b>83,310.00</b>
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# WAN Connection to MCOE

E-Rate Bid Assessment Worksheet Gustine Unified School District (GUSD)  
Funding Year 2017

Page 1 of 1

Project or Service description

GUSD Internet Dedicated Point-to-Point High Speed Broadband Service

Vendor Scoring (use additional worksheets if necessary)

*compare using 20-year total cost	
Selection Criteria	Weight*
Pricing/Charges	35%
Meets technical specifications and design	20%
Prior experience	15%
SPI vendor (Yes=5; No=1)	10%
Impact to GUSD cash flow	10%
Non E-Rate eligible charges	10%

AT & T 10 Gbps ADE	
Raw Score**	Weighted Score***
5	1.8
5	1.0
5	0.8
5	0.5
5	0.5
5	0.5

Zayo Dark Fiber	
Raw Score	Weighted Score
4	1.4
5	1.0
3	0.5
5	0.5
5	0.5
5	0.5

Raw Score	Weighted Score
-	-
-	-
-	-
-	-
-	-

Raw Score	Weighted Score
-	-
-	-
-	-
-	-
-	-

Raw Score	Weighted Score
-	-
-	-
-	-
-	-
-	-

Overall Ranking 100%

5.0

4.4

-

-

-

Vendor Selected: Zayo  
Approved By: Bill Morones  
Title: District Superintendent  
Date:

Bid Assessment Comments, if needed:	
AT & T	No one time charges. 3 year contract. Monthly recurring charge higher than Zayo. GUSD intends to implement 10 Gbps connection for Internet access. Total cost lower than Zayo. Award bid to AT&T due to lower cost and highest overall score
Zayo	Has one time charge. 5 year contract. Monthly recurring charge lower than AT&T. Total cost is higher than AT&T. GUSD intends to light fiber at 10 Gbps for Internet access.

Notes:  
\* The weight of each criteria shall be determined by GUSD prior to the opening of the bid. Percentage weights must add up to 100%.  
\*\* Price must be weighted the heaviest.  
\*\*\* Evaluated on a scale of 1 to 5; 1=worst, 5=best, 3=unknown/satisfactory/average (except for "Pricing/Charges", "SPI vendor")  
\*\*\* Weight x Raw Score

Bids on Public Works Projects shall be awarded to the lowest RESPONSIVE & RESPONSIBLE bid

**GUSTINE UNIFIED SCHOOL DISTRICT  
(E-RATE YEAR 2017 INTERNET WAN CONNECTION FUNDING AND COMPARISON)**

PROJECT COST	Period (months)	AT & T ADE Lit Fiber 10 Gbps			Zayo Dark Fiber (NRC + MRC)		
		One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)	One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)
Gustine - Wired Data Center	60	-	2,528.00	151,680.00	2,171,250.24	1,195.82	71,749.20
<b>Total</b>		-		<b>151,680.00</b>	<b>2,171,250.24</b>		<b>71,749.20</b>

E-RATE FUNDING	Period (months)	E-Rate Discount	AT & T ADE Lit Fiber 10 Gbps			Zayo Dark Fiber (NRC + MRC)		
			One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)	One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)
Gustine - Wired Data Center	60	90.00%	-	2,275.20	136,512.00	1,954,125.22	1,076.24	64,574.28
<b>Total</b>			-		<b>136,512.00</b>	<b>1,954,125.22</b>		<b>64,574.28</b>

UNDISCOUNTED E-RATE PORTION	Period (months)	Undiscount E-Rate portion	AT & T ADE Lit Fiber 10 Gbps			Zayo Dark Fiber (NRC + MRC)		
			One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)	One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)
Gustine - Wired Data Center	60	10.00%	-	252.80	15,168.00	217,125.02	119.58	7,174.92
<b>Total</b>			-		<b>15,168.00</b>	<b>217,125.02</b>		<b>7,174.92</b>

CTF DISCOUNT	Period (months)	CTF Discount (if applicable)	AT & T ADE Lit Fiber 10 Gbps			Zayo Dark Fiber (NRC + MRC)		
			One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)	One-Time (NRC)	Monthly Recurring (MRC)	Total MRC (60 months)
Gustine - Wired Data Center	60	50.00%	-	126.40	7,584.00	217,125.02	59.79	3,587.46
<b>Total</b>			-		<b>7,584.00</b>	<b>217,125.02</b>		<b>3,587.46</b>

<b>TOTAL GUSD OUT-OF-POCKET AFTER E-RATE &amp; CTF DISCOUNTS (over 60 months)</b>			<b>7,584.00</b>			<b>220,712.48</b>		
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# GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees

MEETING DATE:

March 8, 2017

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**AGENDA ITEM TITLE:** Independent Auditor Selection for District & Measure P

**AGENDA SECTION:** Action

**PRESENTED BY:** Bill Morones, Superintendent

**SUMMARY:**

Pursuant to Education Code 41020/84040, the Board of Trustees must award a contract for the annual audit of the books and accounts of Gustine Unified.

The contract for auditing services is up for renewal every three years and it is time to renew those services beginning with the 2016-17 year. For the last three years, we have had services from Christy White Associates and their fees have been significantly lower than what we have paid in the past. In addition, we are very pleased with the quality of the services they have been providing. For the past two years, and since the commencement of Measure P, they have also provided audit services for Measure P.

For the next three years, they have provided the attached proposals, with slightly lowered rates as follows:

District Books

2015-16 Fee: \$14,038

Proposed:

2016-2017 \$13,800

2017-2018 \$14,200

2018-2019 \$14,600

Measure P

2015-16 Fee: \$3,750

Proposed:

2016-2017 \$3,500

2017-2018 \$3,600

2018-2019 \$3,700

Based on all of this, we request the permission of the Board to contract Christy White Associates for auditing services of the District's books and accounts as well as for Measure P for the 2016/2017 fiscal year and the 2 successive years.

**FISCAL IMPACT:** 2016-2017 \$17,300.00

**BUDGET CATEGORY:** General Fund

**RECOMMENDED ACTION:** Approve

# Independent Auditor Selection

Fiscal Year 2016-17

This serves as notice that pursuant to Education Code Section 41020/84040, the Board of Trustees of the Gustine Unified School District

awarded a contract for the annual audit of the books and accounts of the LEA for fiscal year 2016-17 at its regularly scheduled meeting held on March 8, 2017.

The contract was awarded to:

Audit Firm: Christy White Associates

Address: 2727 Camino Del Rio South, Suite 219

City, State, Zip San Diego, CA 92108

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Account Representative: Michael Ash

Fiscal Year: 2016-17 Audit Fee: \$13,800

If a multiple-year contract, state fiscal years covered: 2016-17 to 2018-19

\_\_\_\_\_  
Director/Superintendent

\_\_\_\_\_  
Date



A copy of the executed contract is attached.

In the event the governing board of the LEA has not selected an audit firm by April 1st, the County Office will arrange for a firm to provide audit services at the cost of the LEA.

Submit the Independent Auditor Selection form and Contract by March 31st

To

Cecilia Belmontes, MBA, Director of External Financial Services

632 West 13th Street, Merced, CA 95340



February 9, 2017

Gustine Unified School District  
1500 Meredith Avenue  
Gustine, CA 95322

Christy White, CPA

Michael Ash, CPA

Heather Rubio

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*Licensed by the California  
State Board of Accountancy*

We are pleased to confirm our understanding of the services we are to provide Gustine Unified School District for the fiscal years ending June 30, 2017, 2018 and 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of Gustine Unified School District as of and for the fiscal years ending June 30, 2017, 2018 and 2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Gustine Unified School District's basic financial statements. As part of our engagement, we will apply certain limited procedures to Gustine Unified School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion & Analysis.
2. Budgetary Comparison Schedule.
3. Schedule of Funding Progress.
4. Schedules of District's Proportionate Share of Net Pension Liability
5. Schedules of District Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Gustine Unified School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Other schedules and/or information as required by the State Controller's Office.

## Audit Objectives

The objective of our audits is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the third paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:-

- The objective also includes reporting on Internal control related to the Agencies' financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance, and *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, published by the Education Audit Appeals Panel, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of Gustine Unified School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the Gustine Unified School District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of the controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Gustine Unified School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *Uniform Guidance Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Gustine Unified School District's major programs. The purpose of those procedures will be to express an opinion on Gustine Unified School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Gustine Unified School District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the organization's website, you understand that electronic sites are a means to distribute information, and therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Audit Administration, Fees, and Other**

At the conclusion of the engagement, we will complete the appropriate section of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through and/or granting entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the audit period.

The audit documentation for this engagement is the property of Christy White Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Comptroller General of the United States or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as possible and to issue our reports no later than December 15. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

Fiscal Year Ending	Total Maximum Audit Fees
June 30, 2017	\$ 13,800
June 30, 2018	\$ 14,200
June 30, 2019	\$ 14,600

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for (1) significant changes in District audit requirements as stated in *Government Auditing Standards* or the Audit Guide issued by the Education Audit Appeals Panel, or (2) any changes in the number of funds or accounts maintained by the Gustine Unified School District during the period under this agreement, shall be in addition to the above maximum fee



Our invoices for these fees will be rendered upon completion of fieldwork as follows: 25% of contract upon completion of site testing, 25% of contract upon completion of interim testing and 50% of contract upon completion of year end fieldwork, and are payable on presentation. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the Audit Guide.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ending June 30, 2017, and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2019 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White Associates has a non-licensee owner who may provide client services in your contract under the supervision of licensed owner.

We appreciate the opportunity to be of service to the Gustine Unified School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Michael Ash, CPA  
Partner  
Christy White Associates

RESPONSE:

This letter correctly sets forth the understanding of Gustine Unified School District.

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Signature

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Title

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Date

February 9, 2017

Christy White, CPA

Michael Ash, CPA

Heather Rubio

SAN DIEGO  
LOS ANGELES  
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State Board of Accountancy

Gustine Unified School District  
1500 Meredith Avenue  
Gustine, CA 95322

We are pleased to confirm our understanding of the services we are to provide Gustine Unified School District for the fiscal years ending June 30, 2017, 2018 and 2019. We will conduct a financial statement and performance audit to include the balance sheet of the **Measure P Bond** of Gustine Unified School District as of June 30, 2017, 2018 and 2019, with the and the related statement of revenues, expenditures and changes in fund balance for the fiscal years ending June 30, 2017, 2018 and 2019. The audit will be conducted in accordance with Article 13A of the California Constitution.

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and whether the District complied with the compliance requirements over the deposit and use of Measure P Bond funds. In addition, we will issue an opinion on performance requirements of Proposition 39 which include whether the expenditures are allowable in accordance with applicable laws, regulations and the voter approved measure. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Gustine Unified School District and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Gustine Unified School District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them. The scope of the non-audit services does not constitute an audit conducted under *Government Auditing Standards*.

Management is responsible for establishing and maintaining internal control, including monitoring ongoing activities: for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the **Measure P Bond** of the Gustine Unified School District and the respective changes in financial position in conformity with U.S. generally accepted accounting principles; and, for compliance with applicable laws and regulations and the provisions of contracts. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of the inventories, and direct confirmation of certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Gustine Unified School District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. We will also provide a Performance Audit report, as required by Proposition 39, which will also be conducted in accordance with *Government Auditing Standards*.

#### **Audit Administration, Fees, and Other**

The audit documentation for this engagement is the property of Christy White Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State Controller's Office or its designee or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will

notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White Associates personnel.

Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as possible and to issue our reports no later than March 31 following the close of year fiscal year. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

Fiscal Year Ending	Total Maximum Audit Fees
June 30, 2017	\$ 3,500
June 30, 2018	\$ 3,600
June 30, 2019	\$ 3,700

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for significant changes in District audit requirements as stated in *Government Auditing Standards* or changes in applicable laws and regulations.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.



This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ending June 30, 2017, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2019 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White Associates has a non-licensee owner who may provide client services in your contract under the supervision of a licensed owner.

We appreciate the opportunity to be of service to Gustine Unified School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Michael Ash, CPA  
Partner  
Christy White Associates

RESPONSE:

This letter correctly sets forth the understanding of Gustine Unified School District.

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Signature

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Title

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Date

# **GUSTINE UNIFIED SCHOOL DISTRICT**

**Meeting of the Board of Trustees**

**MEETING DATE:**

March 8, 2017

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**AGENDA ITEM TITLE:** CSBA Delegate Assembly Election for 2017

**AGENDA SECTION:** Action

**PRESENTED BY:** Bill Morones, Superintendent

**SUMMARY:**

The California School Boards Association is conducting the 2017 Election for Delegate Assembly. The board may vote for one candidate in the Merced County Subregion 8-D.

**FISCAL IMPACT:** None

**BUDGET CATEGORY:** None

**RECOMMENDED ACTION:** Vote for one candidate



**TIME SENSITIVE, REQUIRES BOARD ACTION**  
**DEADLINE Wednesday, March 15, 2017**

January 31, 2017

**MEMORANDUM**

To: All Board Presidents and Superintendents  
CSBA Member Boards of Education

From: Susan Henry, President

Re: 2017 CSBA Delegate Assembly Election  
U.S. Postmark Deadline – Wednesday, March 15, 2017

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Enclosed is the ballot material for election of a representative to the CSBA Delegate Assembly from your region or subregion. The material consists of the ballot (on red paper), required candidate biographical sketch form, and if submitted, résumé for each candidate. In addition, we are including a “copy” of the ballot on white paper so that it may be included in board agenda packets, if you choose to do so. **Only the ballot on red paper is to be completed and returned.**

The board as a whole may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s stationery; please write **DELEGATE ELECTION** prominently on the envelope with the region or subregion number on the bottom left corner. **Ballots must be postmarked by the U.S. Post Office on or before Wednesday, March 15, 2017. No exceptions are allowed.**

Election results will be posted on CSBA’s web site no later than Monday, April 3. If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2017 – March 31, 2019. The next meeting of the Delegate Assembly is on Saturday, May 20 – Sunday, May 21 at the Hyatt Regency in Sacramento.

Please do not hesitate to the Executive Office at (800) 266-3382 should you have any questions. Thank you.

**REQUIRES BOARD ACTION**

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **WEDNESDAY, MARCH 15, 2017**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2017 DELEGATE ASSEMBLY BALLOT  
SUBREGION 8-D  
(Merced County)

Number of vacancies: 1 (Vote for no more than 1 candidate)

*Delegates will serve two-year terms beginning April 1, 2017 – March 31, 2019*

*\*denotes incumbent*

☐

Adam Cox (Merced City ESD)\*

☐

Richard Lopez (Merced Un. HSD)

☐

Lupe Rubalcava Jr. (Le Grand Un. HSD)

\_\_\_\_\_  
*Provision for Write-in Candidate Name*

\_\_\_\_\_  
*School District*

\_\_\_\_\_  
*Signature of Superintendent or Board Clerk*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*School District Name*

\_\_\_\_\_  
*Date of Board Action*

*See reverse side for list of all current Delegates in your Region.*

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

March 8, 2017

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**AGENDA ITEM TITLE:** San Jose University-Organization Contract**AGENDA SECTION:** Action**PRESENTED BY:** Bill Morones, Superintendent**SUMMARY:**

This agreement is to provide the District with a student who is participating in the Community Engagement Program, which is an internship program (counselor) that formally integrates the student's academic study with practical experience within the operations of a cooperating organization.

**FISCAL IMPACT:** None**BUDGET CATEGORY:** None**RECOMMENDED ACTION:** Approve



# **SAN JOSÉ STATE UNIVERSITY**

## **University-Organization Contract**

## University-Organization Contract

This Contract ("Contract") is between ENTER Learning Site Organization Name, known hereafter as "the Learning Site," and the Trustees of the California State University on behalf of San José State University, known hereafter as "the University," and is effective as of ENTER DATE("the Effective Date").

- A. Learning site, is SELECT FROM LIST and member of the community with services performed at ENTER Learning Site Location
- B. San José State University is a major, comprehensive public university located in the center of San José and the heart of Silicon Valley whose mission is to enrich the lives of its students, to transmit knowledge to its students along with the necessary skills for applying it in service of our society, and to expand the base of knowledge through research and scholarship.
- C. The Learning Site and University recognize the opportunity for meaningful learning experiences through community engagement that formally integrates the student's academic study with practical experience within the operations of a cooperating organization. The Learning Site offers activities and experience that complement the academic programs offered by San José State University.
- D. Both parties will benefit from a structured Community Engagement Program ("Program") designed to meet the goals of the Learning Site and the related University program in which the Student is enrolled.

The parties agree as follows:

### **I. GENERAL INFORMATION ABOUT THE PROGRAM**

- A. The maximum number of University students who may participate in the Program during each training period shall be mutually agreed upon by the parties at least thirty (30) days before the training begins.
- B. The starting date and length of each Program training period shall be determined by mutual agreement.
- C. Program participants will be selected after application and review by University and Learning Site Partner.
- D. Program participants that successfully complete their Service Learning Plan will receive academic credit for the experience gained through community engagement.

### **II. TERM AND TERMINATION**

- A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for five (5) years from the Effective Date (the "Initial Term"). This Agreement shall expire at the end of the Initial Term.
- B. Termination. This Agreement may be terminated by either party for any reason or for no reason at all upon thirty (30) days' advance written notice. Such termination shall not be deemed to be a breach of the Contract, nor shall it be deemed to be tortious conduct.

Notwithstanding any termination under this paragraph, once a student has been accepted for participation and so long as the student remains in good standing with both the University and the Learning Site, and the training period has not otherwise ended, the student will be allowed to finish the training.

### **III. THE UNIVERSITY'S RESPONSIBILITIES**

- A. Student Profiles. Before the Program training period begins, University shall advise each student enrolled in the Program to complete and provide the Learning Site a student profile including student's name, campus email and any other contact information the student chooses to share as well as the respective Student Learning Plan. Learning Site shall regard this information as confidential and shall use the information only as necessary to identify with each student.
- B. Community Engagement Selection. The University shall notify the Learning Site of student assignments, including the name of the student, level of academic participation, and length and dates of proposed



learning experience. University assures that selected students are sufficiently prepared and qualified to benefit from the proposed learning experience.

- C. Program Coordinator. The University shall designate a faculty member to serve as a liaison to the Learning Site's designee in planning the Program to be provided to students. This Program Coordinator shall also complete periodic evaluations of the student regarding their performance at the Learning Site.
- D. Records. The University shall maintain all personnel records for its staff and all academic records for its students.
- E. Placement Status. Students are not employees, volunteers or agents of either the University or the Learning Site and shall receive no compensation for their participation in the Program, either from the University or Learning Site.

#### IV. LEARNING SITE'S RESPONSIBILITIES

- A. Community Engagement Experience. The Learning Site shall provide Program participants with supervised experience consistent with the Student Learning Plan included in the Participant Profile.
- B. Student Supervision. Students are to be regarded as "student trainees", not employees, and are not to replace Learning Site Partner's staff. The Learning Site shall permit students to perform services for clients only when under the supervision of an appropriately qualified professional on the Learning Site's staff. Such professionals are to be qualified, certified or licensed in the discipline in which supervision is provided. Students shall perform services, receive assignments, participate in staff meetings, and in-service educational programs at the discretion of the Learning Site's-designated supervisors. None of these services are to require driving beyond travel to and from the Learning Site. [REQUIRED PROVISION/HIPAA]
- C. The Learning Site Designee. The Learning Site shall designate a member of its staff to liaison with the Program Coordinator in planning, implementing, and coordinating the Program. This designee will also:
  - a. Identify the student's supervisor. This supervisor will be expected to guide the student's learning experience through assigning appropriate tasks, providing feedback and evaluation of student's progress.
  - b. Provide student with a thorough orientation to Learning Site operating procedures, policies and other pertinent details of their experience. Provide a written description of expectations, tasks and responsibilities. Coordinate any training, background checks or tuberculosis tests deemed necessary by the Learning Site.
  - c. Manage Learning Site documentation, transmit evaluations, and verify service hours. Collaborate with University Program Coordinator to complete periodic evaluations of the student's performance.
  - d. Maintain the confidentiality of any non-public information regarding the participants.
  - e. Advise the University of any personal safety issues, concerns or requirements that are pertinent to the location or specific area in which the student will be assigned.
- D. Orientation Program for the University Instructors. If requested, the Learning Site may offer to the Program Coordinator an orientation or other information and materials pertaining to the Learning Site and student's responsibilities as assigned by Learning Site.
- E. Access to Facilities. The Learning Site shall permit students enrolled in the Program access to facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with the Learning Site's activities.
- F. Removal of Students. The Learning Site may notify in writing to the University, the desire to terminate or cancel any student whose performance is unsatisfactory, refuses to follow the Learning Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Prior to cancellation or termination, the Learning Site Designee and the Program Coordinator will consult about the proposed action.
- G. Emergency Health Care/First Aid. During the Learning Activity, Learning Site shall, provide necessary emergency health care or first aid for accidents occurring in its facilities.

- H. Learning Site's Confidentiality Policies. As trainees, students shall be considered members of the Learning Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to the Learning Site's policies respecting confidentiality of client information. In order to ensure that students comply with such policies, the Learning Site shall provide students with substantially the same training that it provides to its regular employees. [REQUIRED PROVISION/HIPAA]
- I. Use of Data. The Learning Site shall not utilize any information, not a matter of public record, which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the Learning Site is or is not under contract at the time such gain is realized.
- J. Drug-Free Workplace Certification. The Learning Site certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.
- K. Privacy of Personal Information. The Learning Site expressly acknowledges the privacy rights of individuals to their personal information that are expressed in the State's Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. The Learning Site shall maintain the privacy of personal information. The Learning Site shall not release personal information contained in the University records without full compliance with applicable state and federal privacy laws. The Learning Site further, acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. The Learning Site shall maintain the privacy of protected personal information and shall be financially responsible, if and to the extent that any security breach relating to protected personal information results from acts or omissions of the Learning Site, or its personnel, for any notifications to affected persons (after prompt consultation with the University), and to the extent requested by the University, administratively responsible for such notification. Any individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained.
- L. Americans With Disabilities Act (ADA). Learning Site warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Learning Site further agrees to indemnify and hold harmless University from any claims arising out of Learning Site's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.
- M. Confidentiality of Data. All financial, statistical, personal, technical and other data and information relating to the University's operation which are designated confidential by the University and not otherwise subject to disclosure under the California Public Records Act, and made available to the Learning Site in order to carry out this Contract, or which become available to the Learning Site in carrying out this Contract, shall be protected by the Learning Site using the same level of care in preventing unauthorized disclosure or use of the confidential information that it takes to protect its own information of a similar nature, but in no event less than reasonable care. The Learning Site shall not be required under the provisions of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Learning Site's possession, is independently developed by the Learning Site outside the scope of this Contract, or is rightfully obtained from third parties.

## V. PARTICIPANT EXPECTATIONS

- A. The Program Coordinator shall notify students in the Program that they are responsible for:
- 1) Complying with Learning Site's operational and administrative policies, procedures, rules and regulations;
  - 2) Arranging for their own transportation and living arrangements if not provided by the University;
  - 3) Assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;

- 4) Maintaining the confidentiality of client information:
    - a. Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the client has first given consent using a form approved by the Learning Site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations; [REQUIRED PROVISION/HIPAA]
    - b. The Learning Site shall reasonably assist the University in obtaining client consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the internship experience with the University, its employees, or agents. [REQUIRED PROVISION/HIPAA]
  - 5) Participating in all relevant trainings by Learning Site;
  - 6) Notifying the Learning Site immediately of any violation of state or federal laws by any student; and
  - 7) Providing services to the Learning Site's clients only under the direct supervision of the Learning Site's professional staff.
  - 8) Obtaining prior approval by both the University and Learning Site prior to publishing, broadcasting, or otherwise utilizing any materials obtained through this Community Engagement (internship).
- B. All students will agree to Participation Guidelines as represented in the form of Exhibit A attached hereto.

## VI. STATUS OF THE UNIVERSITY AND ORGANIZATION

- A. The parties expressly understand the and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either the Learning Site or the University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of the Learning Site's "workforce" for purposes of HIPAA compliance. [REQUIRED PROVISION/HIPAA]
- B. The University represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Contract.
- C. The Learning Site represents and warrants that it (1) is a legal entity in good standing in the State of California and has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Contract.

## VII. INSURANCE

- A. The University Insurance. The University shall maintain in force during the term of this Contract, at its sole cost and expense, insurance or self-insurance in amounts reasonably necessary to protect it against liability arising from negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated "A" or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation coverage as required by law. The University shall provide the Learning Site with evidence of the insurance required under this paragraph. The University shall promptly notify the Learning Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- B. Learning Site Insurance. The Learning Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance or self-insurance in amounts reasonably necessary to protect it against liability arising from negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) in aggregate. Such coverage shall be obtained from a carrier rated "A" or better by AM Best or a qualified program of self-insurance. The Learning Site shall maintain and provide evidence of workers' compensation coverage as required by law. The Learning Site shall provide the University with evidence of the insurance required under this paragraph, which will provide for not less than thirty (30) notice of cancellation to the University. The Learning Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

- C. "Claims Made" Insurance Policy. The University shall provide General and professional insurance covering students in the amount of One Million Dollars, (\$1,000,000) per claim, and Three Million Dollars (\$3,000,000) aggregate for all covered parties. Coverage is provided for claims which are both: 1) first made against the insured during the policy period; and (2) reported to the Carrier as soon as practical, but no later than three (3) years after the policy period. The Learning Site will be considered an additional insured on the policy.

#### VIII. INDEMNIFICATION.

The Learning Site agrees to indemnify, defend, and hold harmless the University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the Learning Site's sole negligence, or in proportion to the Learning Site's comparative fault.

To the extent permitted by state law, the University agrees to indemnify, defend, and hold harmless the Learning Site and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the University's sole negligence, or in proportion to the University's comparative fault.

#### IX. NON-DISCRIMINATION

- A. Both parties agree that neither will unlawfully discriminate, harass or allow harassment, against any participant, employee, applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Learning Site shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- B. Learning Site shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Learning Site shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

#### X. GENERAL PROVISIONS

- A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section IV, Paragraph H; Section V, Paragraph A, subdivisions 4.a), 4.b), and 4.c); to the extent it provides that students are members of the Learning Site's "workforce" for purposes of HIPAA; Section III, Paragraphs H and I; and Section V. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.
- B. Assignment. Without the written consent of University, this Agreement is not assignable by Learning Site either in whole or in part.
- C. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- E. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representative, promise, inducement, statement of intention has been made by any

party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

- F. Endorsement. Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product or service, or any right to advertise, promote, or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as an endorsement of any commercial product or service by the University, its officers or employees.
- G. Survival. Upon termination of this Contract for any reason, the terms, provisions, representations, and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.
- H. Severability. If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of the Agreement and any other provision not held to be invalid.
- I. No Agency. Nothing herein shall be construed to create an agency relationship between the Parties. No partnership, joint venture, employment, or other legal relationship (other than that of independent contractors) is intended by this Agreement. Students shall at no time throughout this Agreement be considered officers, employees, agents or volunteers of San José State University.
- J. Order of Precedence. This Agreement also includes an attached Student Learning Plan, which is hereby incorporated by reference. Any conflict or inconsistencies among or between the terms and conditions comprising this Agreement shall be resolved according to the following order of precedence from the document with the greatest control to the least:
- (1) University-Organization Contract
  - (2) Participation Guidelines
- K. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, to the extent not inconsistent with applicable federal law. Further, Learning Site shall comply with any State or federal law applicable to their performance under this Agreement.
- L. Notices. Except as otherwise expressly provided by law, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this subsection):

**TO THE UNIVERSITY:**

San José State University  
One Washington Square  
San Jose, CA 95192-Enter your appropriate mail code

Attn: Program Coordinator  
Program Coordinator email address

**TO LEARNING SITE:**

Learning Site Organization Name  
Organization Street Address  
Organization City, State and ZIP

Attn: Learning Site Contact Person  
Learning Site Contact email address

Notices sent in accordance with this paragraph L. Notices shall be deemed effectively given: (1) when received, if delivered by hand (with written confirmation of receipt); (2) when received, if sent by a nationally recognized overnight courier (receipt requested); (3) when sent by email, as evidenced by confirmation of transmission, if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (4) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

## XI. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

SAN JOSÉ STATE UNIVERSITY

Learning Site Organization Name

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Karen McCallName: Bill MoronesTitle: Contract AnalystTitle: Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A****PARTICIPATION GUIDELINES**

1. I will devote \_\_\_\_\_ hours per week towards completion of the service and learning objectives listed in my learning plan for a total of \_\_\_\_\_ service hours, effective from 8/20/2014 to 12/31/2025 ("learning experience"). I agree to complete any paperwork required by my professor or site supervisor as part of this learning experience.
2. I understand and acknowledge that there are potential risks associated with this learning experience, some of which may arise from (a) my assigned tasks and responsibilities, (b) the location of the learning experience, (c) the physical characteristics of the Learning Site, (d) the amount and type of criminal experience or hazardous materials at or near the location of the learning experience, (e) any travel associated with the learning experience, (f) the time of day when I will be present at the Learning Site, (g) the criminal, mental and social backgrounds of the individuals I will be working with or serving, and (h) the amount of supervision I will receive. I further understand and acknowledge that my safety and wellbeing are primarily dependent upon my acting responsibly to protect myself from personal injury, bodily injury or property damage.
3. Being aware of the risks inherent in this learning experience, I nonetheless voluntarily choose to participate in this learning experience. I understand that I may stop participating if I believe the risks become too great.
4. While participating in this learning experience, I will (a) exhibit professional, ethical and appropriate behavior; (b) abide by the Learning Site's rules and standards of conduct, including wearing any required personal protective equipment; (c) participate in all required training; (d) complete all assigned tasks and responsibilities in a timely and efficient manner; (e) request assistance if I am unsure how to respond to a difficult or uncomfortable situation; (f) be punctual and notify the Learning Site if I believe I will be late or absent; and (g) respect the privacy of the Learning Site's clients.
5. While participating in this learning experience, I will not (a) report to the Learning Site under the influence of drugs or alcohol; (b) give or loan money or other personal belongings to a client; (c) make promises to a client I cannot keep; (d) give a client or representative a ride in my personal vehicle; (e) engage in behavior that might be perceived as harassment of a client or Learning Site representative; (f) engage in behavior that might be perceived as discriminating against an individual on the basis of their sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status; (g) engage in any type of business with clients during the term of my placement; (h) disclose without permission the Learning Site's proprietary information, records or confidential information concerning its clients; or (i) enter into personal relationships with a client or Learning Site representative during the term of my placement. I understand that the Learning Site may dismiss me if I engage in any of these behaviors.
6. I agree to contact the University's Director of CCLL at 408-924-5440 if I believe I have been discriminated against, harassed or injured while engaged in this learning experience.
7. I understand and acknowledge that neither the University nor the Learning Site assumes any financial responsibility in the event I am injured or become ill as a result of my participating in this learning experience. I understand that I am personally responsible for paying any costs I may incur for the treatment of any such injury or illness. I acknowledge that the University recommends that I carry health insurance.
8. I also understand the following:
  - a. My participation in the learning experience is part of an articulated learning plan.
  - b. My participation in the learning experience is primarily for my benefit as I gain valuable experience
  - c. I will always work under the close supervision of the regular staff at the Learning Site
  - d. I am not necessarily entitled to, nor expecting a job at the conclusion of this learning experience
  - e. I am not entitled to wages for the time spent participating in the learning experience.

I have read, understand and agree to comply with these guidelines.

Student Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Enter Student Name

Date: 11/11/2111



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

March 8, 2017

---

**AGENDA ITEM TITLE:** 2016-2017 2<sup>nd</sup> Interim**AGENDA SECTION:** Action**PRESENTED BY:** Bill Morones, Superintendent**SUMMARY:**

This report includes the District's financial and operational revenues, expenditures and all necessary disclosures as of January 31, 2017. The District Governing Board of Education must certify in writing whether or not the District is able to meet its financial obligations for the remainder of the fiscal year, and based on current forecasts, for the two subsequent fiscal years, 2017-18 and 2018-19. The certification shall be classified as positive, qualified, or negative, pursuant to standards and criteria adopted by the State Board of Education (Education Code 33127).

We recommend the Board approve a Positive Certification of the 2016-17 2nd Interim.

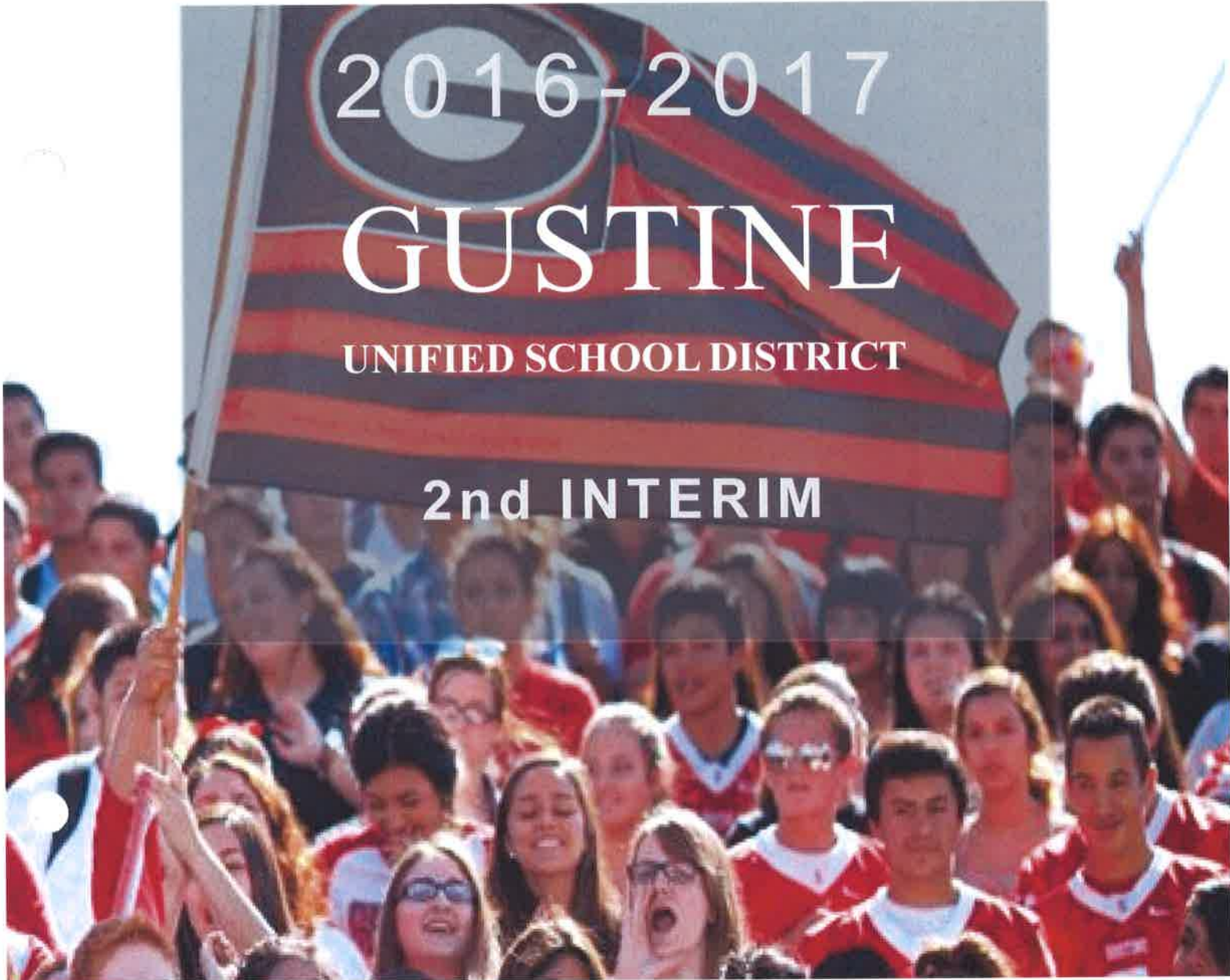
**FISCAL IMPACT:** Approve Positive Certification**BUDGET CATEGORY:** All Funds**RECOMMENDED ACTION:** Approve

2016-2017

GUSTINE

UNIFIED SCHOOL DISTRICT

2nd INTERIM



*{ Preparing students for the future...Today! }*





# **Governing Board of Trustees 2016 - 2017**



**Crickett Brinkman, President**

**Loretta Rose, Clerk**

**Linetta Borrelli, Trustee**

**Kevin Cordeiro, Trustee**

**Pat Rocha, Trustee**

**Bill Morones, Superintendent**

*{ Preparing students for the future...Today! }*

# 2016-2017 2<sup>nd</sup> Interim

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## Executive Summary

This summary consolidates the most important financial information for the Board of Trustees and consists of: Narratives, Budgets & Projections, Ending Balances & Reserves, Budget Assumptions/Highlights, and Enrollment Projections. In addition, detailed budget information and additional supplemental reporting are also available for further reference.

## General Fund Combined

### Unrestricted & Restricted Funds Highlights

- Current Year Budget and subsequent 2 years projected with categorized totals of Revenue, Expenses, Surplus or Deficit Spending, and Beginning and Ending Balances.
- Revenues: 2017-18 shows **SLIGHT** growth in LCFF revenue with a larger increase in 2018-19. State & Federal Revenues drop substantially in 2017-18 and slightly more in 2018-19 due to one time & carry-over revenues. **LCFF Revenues for 2017-18 decreased by \$659K since 1<sup>st</sup> Interim.**
- Expenses: 2017-18 expenses drop for the corresponding elimination of one time & carry-over expenses with relative stability in the following year.
- Deficit spending in 2016-17 & 2017-18. 2016-17 deficit is temporary due to large balances of one time and carry over funds. **2017-18 deficit is new due to reduced LCFF funding projections.** The deficit is projected to be eliminated in 2018-19 with the increase to LCFF funding.



## Gustine Unified School District Multi-Year Projections - 2016-2019 2016-17 2nd Interim

### EXECUTIVE SUMMARY

General Fund-Combined	2016-2017 2nd INTERIM	2017-2018 PROJECTED	2018-2019 PROJECTED
<b>REVENUE</b>			
LCFF Revenue	\$ 17,465,000	\$ 17,792,588	\$ 18,553,589
Federal Revenue	1,675,059	1,008,082	1,008,082
Other State Revenue	2,513,440	1,781,321	1,510,272
Other Local Revenue	120,883	120,883	120,883
<b>Total Revenue</b>	<b>\$ 21,774,383</b>	<b>\$ 20,702,874</b>	<b>\$ 21,192,826</b>
<b>EXPENSES</b>			
Certificated Salaries	\$ 8,663,065	\$ 8,744,512	\$ 8,852,533
Classified Salaries	2,431,674	2,503,282	2,575,950
Employee Benefits	4,438,982	4,682,053	4,959,796
Books & Supplies	2,547,593	1,180,849	1,090,267
Services & Other Operating Expenditures	2,861,874	2,420,808	2,418,770
Capital Outlay	667,998	309,400	83,564
Other Outgo	934,068	937,602	953,655
Direct Support/Indirect Costs	(42,919)	(44,086)	(45,374)
<b>Total Expenses</b>	<b>\$ 22,502,335</b>	<b>\$ 20,734,419</b>	<b>\$ 20,889,162</b>
Surplus/(Deficiency) before Other Financing Sources	\$ (727,952)	\$ (31,545)	\$ 303,664
<b>OTHER FINANCING SOURCES &amp; USES</b>			
Transfers Out	(192,697)	(192,697)	(192,697)
Other Sources	-	-	-
	\$ -	\$ -	\$ -
<b>SURPLUS REVENUE / (DEFICIT SPENDING)</b>	<b>\$ (920,649)</b>	<b>\$ (224,242)</b>	<b>\$ 110,967</b>
<b>BEGINNING FUND BALANCE</b>	<b>\$ 3,969,286</b>	<b>\$ 3,048,636</b>	<b>\$ 2,824,394</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 3,048,636</b>	<b>\$ 2,824,394</b>	<b>\$ 2,935,361</b>

# Executive Summary

## UnRestricted & Restricted Fund balances for 2016-17 2<sup>nd</sup> Interim & 2017-19



### General Fund

#### Unrestricted Fund Balance Highlights

- Totals for the Unrestricted funds that are in the General Fund.
- Most Unrestricted funds come from the Local Control Funding Formula (LCFF)
- Deficit spending in 2016-17 is temporary due to the planned spending of one-time & carry-over funds. **Deficit in 2017-18 is new and is a structural, temporary deficit.** This is alleviated in 2018-19 with increased LCFF funding.

### GENERAL FUND

	2016-2017 2nd INTERIM	2017-2018 PROJECTED	2018-2019 PROJECTED
<b>UNRESTRICTED</b>			
SURPLUS REVENUE / (DEFICIT SPENDING)	(\$591,697)	(\$110,703)	\$270,646
BEGINNING FUND BALANCE	3,313,426	2,721,729	2,611,026
ENDING FUND BALANCE	<u>\$2,721,729</u>	<u>\$2,611,026</u>	<u>\$2,881,672</u>



### General Fund

#### Restricted Fund Balance Highlights

- Restricted funds consist of programs such as Title I, II, and III, Special Education, Ag Pathways, Maintenance, and other local grants.
- Deficit Spending projected in all years is typical of restricted funds as carry-over funds usually need to be spent the following year.
- Additional one-time grants have been added to the 2016-17 budget and are reflected in the overall planned spending of these programs.

### RESTRICTED

SURPLUS REVENUE / (DEFICIT SPENDING)	(\$328,952)	(\$113,539)	(\$159,679)
BEGINNING FUND BALANCE	655,860	326,908	213,369
ENDING FUND BALANCE	<u>\$326,908</u>	<u>\$213,369</u>	<u>\$53,690</u>
<b>GENERAL FUND DESIGNATIONS</b>			
Legally Restricted	\$326,908	\$213,369	\$53,690



## Total General Fund

### Unrestricted and Restricted Funds Combined



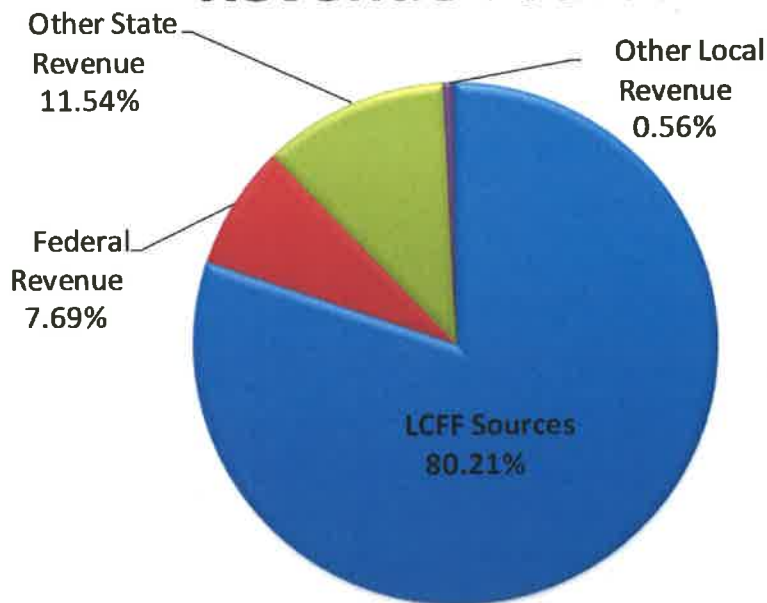
- Surplus/Deficit: Deficit in 2017-18 is new and is a structural, temporary deficit. **2017-18 Budget Adoption planning must consider the implications of a temporary, structural deficit. This utilizes reserves and can only be done short-term.**
- Ending Fund Balance: **2017-18 Ending Fund Balance decreased \$600,639.** All of this decrease is due to the decreased LCFF funds, per the Governor's January Budget. **2018-19 Ending Fund Balance decreased \$820,724.** This is also due to decreased LCFF funds.
- Reserve levels: **2016-17 2<sup>nd</sup> Interim reserves increased slightly 0.17% to a closing reserve of 9.76%** (was 9.59%). Reserve Levels also decreased 2.8% in 17-18 and 3.81% in 18-19 to current projections of 10.05% and 11.26% (previously 12.85%, 15.07%).
- Recommended Reserve: It is strongly recommended and fiscally prudent to have a reserve that exceeds the 3% state required minimum reserve, which for our district averages \$650,000 over the 4 years. This 3% minimum reserve requirement is just over half of our average monthly payroll, currently at approximately \$1,200,000.
- Fiscal Outlook: The January Governor's budget has substantially changed the fiscal outlook for the next 2 years. Districts statewide are being cautioned to "tamp down expectations" for the 2017-18 year and many are preparing for cuts. While we are not at that point, **we do need fiscal prudence and caution in our budget planning and in incurring any additional expenses that are not currently budgeted.**

GENERAL FUND	2016-2017 2nd INTERIM	2017-2018 PROJECTED	2018-2019 PROJECTED
<b>UNRESTRICTED &amp; RESTRICTED COMBINED</b>			
SURPLUS REVENUE / (DEFICIT SPENDING)	(\$920,649)	(\$224,242)	\$110,967
BEGINNING FUND BALANCE	3,969,286	3,048,636	2,824,394
ENDING FUND BALANCE	\$3,048,636	\$2,824,394	\$2,935,361
<b>GENERAL FUND DESIGNATIONS</b>			
Reserve for Economic Uncertainties - Dollars	\$2,214,671	\$2,103,968	\$2,374,614
Reserve for Economic Uncertainties - Percent	9.76%	10.05%	11.26%
Assigned for Site & Other Designations	507,058	507,058	507,058
Legally Restricted	326,908	213,369	53,690
UNDESIGNATED FUND BALANCE	\$ -	\$ -	\$ -
Minimum Reserve Requirement @ 3%	\$680,851	\$627,813	\$632,456

# 2016-2017 2<sup>nd</sup> Interim

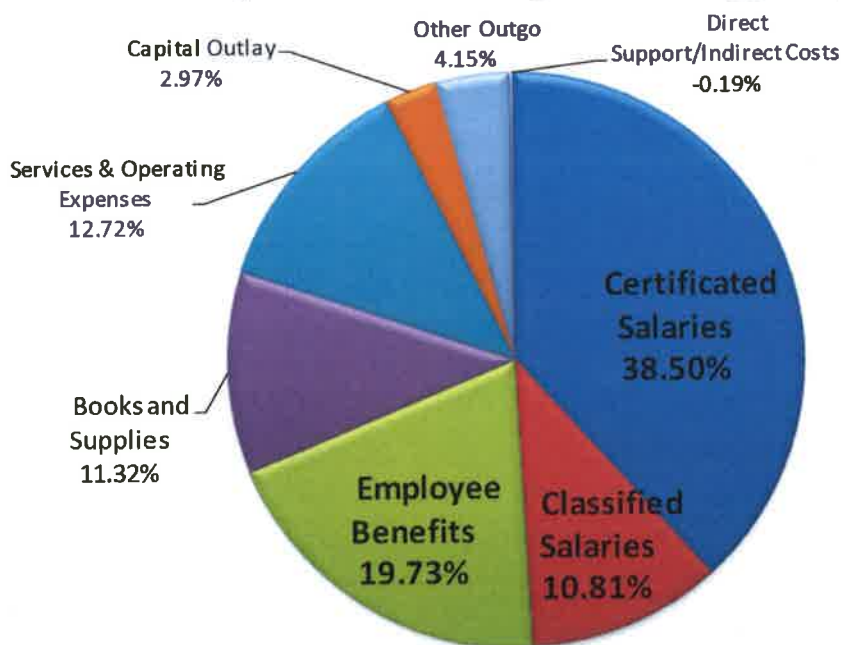
## General Fund Revenue & Expenses

### Revenue Sources



The Local Control Funding Formula is 80%, or \$17.5M, of the Total Revenue in 2016-17

### Expenses by Category



Salaries & Benefits are 69%, or \$15.5M, of the Total Expenses in 2016-17



## Budget Assumptions & Highlights



- Budget Assumptions are very important and can cause budget projections to change
- Enrollment and Average Daily Attendance (ADA) are one of the most significant factors affecting funding. Slight decreases are projected to enrollment and ADA, these are detailed on page 10.
- Unduplicated Pupil Percentage (UPP) is another significant factor for funding. Our UPP generates additional funding to provide additional or improved services to low income, English learner, homeless, and foster students. This is projected to be 80% of Gustine Unified's students in 2016-2017. Our Local Control and Accountability Plan (LCAP) is an important tool that guides discussions and decisions on how those services are provided to best serve our students.
- Retirement Expense Increases for rising STRS/PERS pension system rates are also included and continue to increase. Since 1<sup>st</sup> Interim, PERS rate projections increased yet again, adding an additional \$41,000 the next 2 years. These vast increases represent a state-wide concern for all districts and are using much of the increased LCFF funds. For Gustine, these increases are projected at \$659,000 the next 3 years and \$1.3 million from 2014-2015 to 2020-2021.

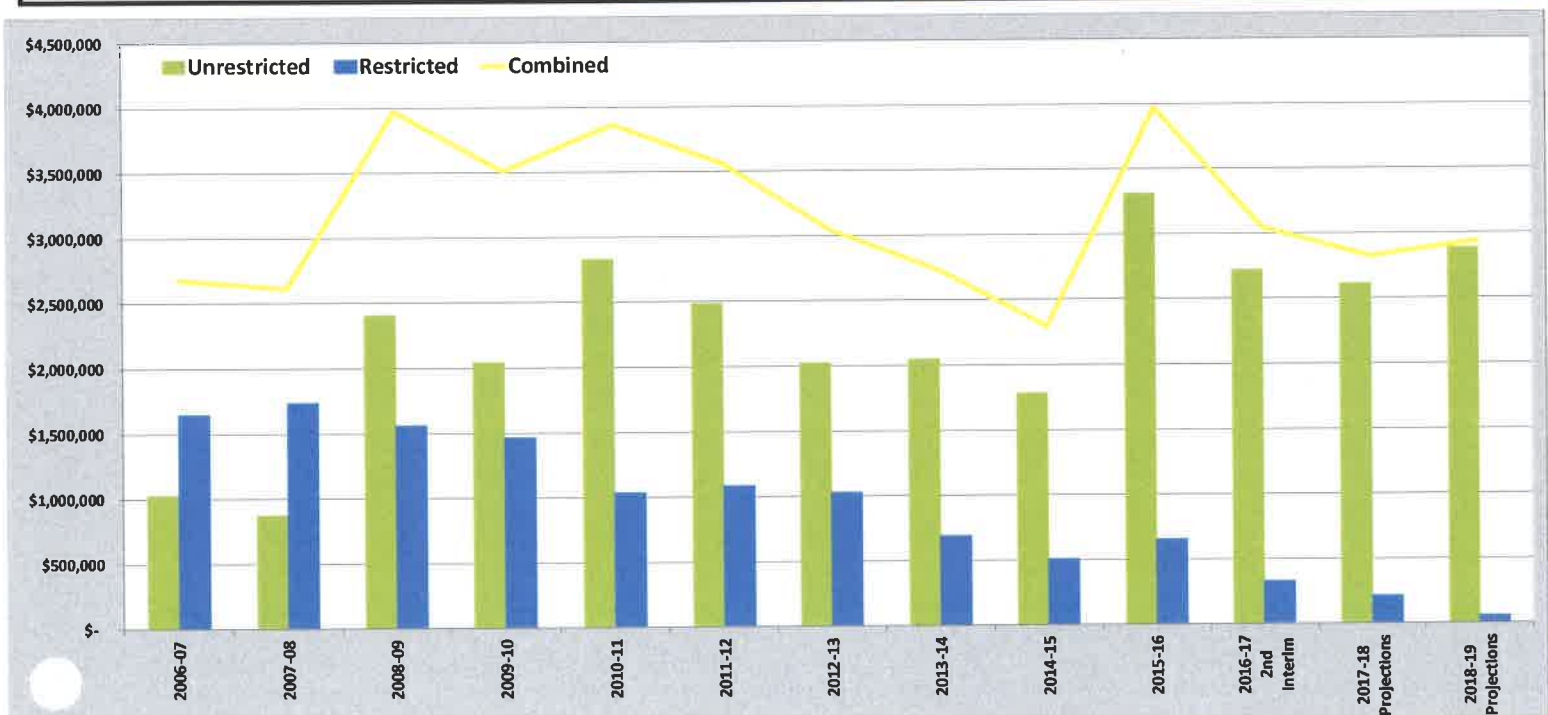
<b>BUDGET ASSUMPTIONS / HIGHLIGHTS</b>	<b>2016-2017 2nd INTERIM</b>	<b>2017-2018 PROJECTED</b>	<b>2018-2019 PROJECTED</b>
<b><u>Enrollment/ADA Projections</u></b>			
District CBEDS Enrollment (Actual/Projected)	1,890	1,886	1,879
LCFF Funded ADA	1799.34	1799.34	1795.57
<b><u>LCFF, COLA &amp; CPI Projections</u></b>			
<b>LCFF Funding</b>	<b>\$17,465,000</b>	<b>\$17,792,588</b>	<b>\$18,553,589</b>
LCFF: COLA	0.000%	1.48%	2.400%
<b>LCFF: GAP Funding Rate</b>	<b>55.280%</b>	<b>23.670%</b>	<b>53.850%</b>
LCFF: Funded 3yr Unduplicated Pupil Percentage (UPP)-Free/Reduced & EL's	77.45%	79.95%	79.63%
Single Year Unduplicated Pupil Percentage (UPP)	79.42%	79.59%	79.88%
State Categorical COLA	0.000%	1.480%	2.400%
California Consumer Price Index Per SSC Projections	2.37%	2.72%	2.92%
STRS Employer Rates	12.580%	14.430%	16.280%
PERS Employer Rates	13.888%	15.800%	18.700%
<b><u>LCAP Actions</u></b>			
STRS/PERS rate increases	\$ 210,000	\$ 210,000	\$ 239,000

## Historical Fund Balances



- Remained fiscally solvent during the most difficult financial times
- As LCFF funding increases, our ending balances have shown growth and stability in our financial position.
- A stable position prepares us for potential volatility in funding as the 2017-18 Governor's Budget anticipates.

Historical Fund Balance	Unrestricted	Restricted	Combined
2006-07	\$ 1,027,440	\$ 1,649,325	\$ 2,676,765
2007-08	\$ 873,523	\$ 1,737,938	\$ 2,611,461
2008-09	\$ 2,408,835	\$ 1,560,940	\$ 3,969,775
2009-10	\$ 2,043,659	\$ 1,464,085	\$ 3,507,744
2010-11	\$ 2,829,419	\$ 1,035,382	\$ 3,864,801
2011-12	\$ 2,483,526	\$ 1,081,729	\$ 3,565,255
2012-13	\$ 2,022,902	\$ 1,025,373	\$ 3,048,275
2013-14	\$ 2,048,533	\$ 685,776	\$ 2,734,309
2014-15	\$ 1,782,839	\$ 506,937	\$ 2,289,776
2015-16	\$ 3,313,426	\$ 655,860	\$ 3,969,286
2016-17 2nd Interim	\$ 2,721,729	\$ 326,908	\$ 3,048,636
2017-18 Projections	\$ 2,611,026	\$ 213,369	\$ 2,824,394
2018-19 Projections	\$ 2,881,672	\$ 53,690	\$ 2,935,361



## SALARIES: THEY PROVIDE SERVICES TO OUR STUDENTS



Our staff is one of our most important assets and in turn they are the largest portion of expenses in the budget. Union negotiations for 2017-18 have not taken place for any union groups. Discussions have begun for sunshine proposals, which will begin the process. As a point of reference, a 1% salary increase is detailed and highlighted in green below for each

Also below are the costs of Step & Column Increases to all staff, an average of \$215,000/year over each of the next 3 years. These Step & Column increases are included in the budget projections for all 3 years.

	2016-2017	2017-2018	2018-2019
<b><u>Step &amp; Column Increases Included</u></b>			
Certificated Teachers	\$91,132	\$93,954	\$95,345
Classified Staff	80,572	83,029	84,920
Administrators & Confidential/Management Staff	37,388	38,543	39,168
<b>TOTAL</b>	<b>\$209,092</b>	<b>\$215,525</b>	<b>\$219,433</b>
<b><u>Cost of Projected 1% Salary Increase (2016-17)</u></b>			
Certificated Teachers	\$74,281		
Classified Staff	21,416		
Administrators & Confidential/Management Staff	20,284		
<b>TOTAL</b>	<b>\$115,981</b>		



## OTHER FUNDS COMPARISON

- The Building Fund has a much larger balance at 2<sup>nd</sup> Interim due to the bond proceeds received from the 2<sup>nd</sup> series of Bonds, which generated \$5.36 million. These funds will be utilized for Phase II of Measure P projects.

## ALL FUNDS: FUND BALANCE COMPARISONS

	2016-17 1st Interim	2016-17 2nd Interim	% Change
FUND 01 - General Fund	\$3,015,609	\$3,048,636	1.08%
FUND 11 - Adult Education	\$37,155	\$37,155	0.00%
FUND 13 - Cafeteria	\$8,539	\$8,539	0.00%
FUND 14 - Deferred Maintenance	\$254,930	\$254,930	0.00%
FUND 21 - Building Fund (Bond)	\$0	\$5,128,751	100.00%
FUND 25 - Capital Facilities	\$488,066	\$488,066	0.00%
FUND 35 - School Facilities	\$2,266	\$2,266	0.00%
FUND 40 - Special Reserve for Capital Outlay	\$200,426	\$200,426	0.00%
FUND 51 - Bond Interest & Redemption	\$320,521	\$320,521	0.00%



# Bond Fund & Projects

**Total Bond Funds Spent as of Feb. 9, 2017:  
\$4,192,189**

**Gustine High School Locker Room Renovation is the  
Largest Project to Date and Ribbon Cutting was held in  
January**

Pictured below

More pictures at: <https://sites.google.com/a/gustineusd.org/asdf/>





## Enrollment History & Projections

The first 6 years below show our actual enrollment, which is measured each October.

The successive 2 years are preliminary and projected enrollment based on a graduating movement by grade and a conservative Kindergarten enrollment.

Final enrollment for 2016-17 is 1,890, a gain of 2 students over 15-16. This is the 5<sup>th</sup> consecutive year of enrollment growth for the District with a total growth of 166 students.

Enrollment drives attendance, which in turn drives funding and student performance.

### 96% ATTENDANCE RATE GOAL

The District is currently focused on improving attendance rates, with a goal of 96%. We are currently at 94.92%. We will continue monitoring and reporting attendance each month.

*Enrollment Actuals & Projections for Gustine (as of 3/2/17)*

Grades		2011-2012 Oct 2011 CBEDS Actuals	2012-2013 Oct 2012 CBEDS Actuals	2013-2014 Oct 2013 CBEDS Actuals	2014-2015 Oct 2014 CBEDS Actuals	2015-2016 Oct 2015 CBEDS Actuals	2016-2017 Oct 2016 CBEDS Actuals	Projected 2017-2018 CBEDS	Projected 2018-2019 CBEDS
Kindergarten		124	145	138	166	147	152	145	145
1st Grade		144	133	127	126	145	131	152	145
2nd Grade		119	144	134	129	129	147	131	152
3rd Grade		133	124	145	144	131	123	147	131
4th Grade		133	146	119	148	152	139	123	147
5th Grade		149	136	143	117	146	146	139	123
6th Grade		139	152	144	150	125	154	146	139
7th Grade		135	143	157	148	146	120	154	146
8th Grade		129	128	146	159	153	142	120	154
9th Grade		145	135	145	160	166	165	142	120
10th Grade		123	141	131	146	158	170	165	142
11th Grade		115	124	142	135	149	152	170	165
12th Grade		136	108	118	135	141	149	152	170
Total Enrollment	Actuals	1724	1759	1789	1863	1888	1890		
	Projected							1886	1879
Increase (Decrease) in Enrollment		(11)	35	30	74	25	2	(4)	(7)
P-2 ADA	Actuals	1630.33	1649.85	1707.33	1739.37	1777.81			
	Projected 94.32%	94.57%	93.79%	95.43%	93.36%	94.16%	1782.67	1778.90	1772.30
	County/NPS ADA	15.10	13.02	13.06	15.42	16.67	16.67	16.67	16.67
	LCFF ADA (formerly Rev Limit)	1654.15	1662.87	1720.39	1754.79	1794.43	1799.34	1799.34	1795.57
Increase (Decrease) in LCFF (RL) ADA		2.87	8.72	57.52	34.40	39.64	4.91	-	(3.77)





Photo Credits: WestsideConnect.com, GHS Redzone YouTube Channel, & Merced Sun Star

**Based on all of the above, we recommend the Board of Trustees approve a Positive Certification of Gustine Unified School District's 2016-2017 2<sup>nd</sup> Interim.**

In closing, we would like to acknowledge that we appreciate the fiscal support provided by the Gustine Unified School District Board of Trustees, Staff and the Community for the development, implementation, and maintenance of an excellent educational program for the students of Gustine Unified School District.

Sincerely,

  
Lizett Aguilar, CBO

  
Bill Morones, Superintendent

**GUSTINE UNIFIED SCHOOL DISTRICT****Meeting of the Board of Trustees****MEETING DATE:**March 8, 2017

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**AGENDA ITEM TITLE:** GES Renaissance Renewal Purchase**AGENDA SECTION:** Action**PRESENTED BY:** Lisa Filippini, Principal**SUMMARY:**

Renaissance Place is a computer-based program that allows the teachers to use Accelerated Reader and the Star Reading program. The Star Reading program tests the students and gives the students a reading level. The students can then read stories at their reading level and take Accelerated Reader tests to see how well they did. The tests provides teachers with information of reading skills that the student is proficient as well as providing lessons on how to strengthen the areas that the students are weak on. The students earn points the more books that they read. They receive medals for their advancement on their reading.

**FISCAL IMPACT:** \$6,749.00**BUDGET CATEGORY:** LCAP Funds**RECOMMENDED ACTION:** Approve



Ship To: Gustine Elementary School  
2806 Grove Avenue  
Gustine, CA 95322

Date: 2/13/17

Vendor Email (for email option only):

☐ Fax    ☐ Return to site ☐ Email    ☐ Other \_\_\_\_\_

BUDGET CLASSIFICATION: 01-0824.0-4300.00-1110-1000-110-000-403

Wisconsin Rapids, WI 54495

**FAX:** (715)424-4242

<b>Qty.</b>	<b>Description</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	Renaissance Renewal	\$6,749.00	\$6,749.00
	Tax		
	Shipping		
	<b>Total</b>		<b>\$6,749.00</b>

**Example (.01, .02, etc.)**

Revised 07/05/2016

# RENAISSANCE®

February 02, 2017

Gustine Elementary School  
ATTN: Elliana Sanchez  
2806 Grove Ave  
Gustine, CA 95322-1844

## Your 30-Day Renaissance Renewal Reminder

Dear Elliana:

A reminder that your Renaissance Place™ subscription for the following product(s) will expire in just 30 days:

Accelerated Reader  
Star Reading

As you know, this school year has seen dramatic change in K12 education. Forty-six states moved to new assessments and many created new state standards. This school year also saw the passing of the new ESSA and the rewrite of the ESEA. As the impact of this new legislation rolls out to states and local districts, we are ready to accommodate the new flexibility the law provides.

Renaissance is responding to educators' changing needs by enhancing your state-specific experiences and increasing the value you receive from our software and services.

As part of our ongoing commitment to you, Renaissance has:

- Invested in research to complete linking studies to each state assessment, enabling educators to monitor students' progress toward proficiency on state summative assessments
- Added more than 10,000 state standard and assessment data-aligned digital instructional resources from more than 10 partners/open source providers
- Enhanced customer assistance and added more live chat reps who answer your questions in an average of 8 seconds or less
- Invested in new team members to ensure these partnerships and system integrations work for all districts
- Added more than 1,000 digital nonfiction articles to our Accelerated Reader 360 solution, while expanding partnerships with digital book platforms

(Continued)

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Phone: (715) 424-3636 Fax: (715) 424-4242  
[www.renaissance.com](http://www.renaissance.com)

Brooklyn | Dallas | Hood River | London | Madison | Minneapolis | San Francisco | Sydney | Vancouver | Wisconsin Rapids

As we deliver even more improvements, such as a new cloud architecture, increased interoperability with other systems, and expansions of partnerships, your district will continue to benefit. We will continue to provide the highest quality, research based and standards aligned digital solutions for educators and students in every state.

Visit [www1.renaissance.com/products/updates](http://www1.renaissance.com/products/updates) to see product updates and features coming soon, and to subscribe to Renaissance Refresher, our bi-weekly eNewsletter with tips and resources to enhance your implementations.

Don't let your subscription(s) expire. Reactivating a lapsed subscription requires full payment for the lapsed period. Contact me or call (800) 338-4204, or if you're outside the U.S., (715) 424-3636.

Sincerely,

*Dan Schurman*

Dan Schurman

Inside Account Executive

(866)610-7989

[Dan.Schurman@renaissance.com](mailto:Dan.Schurman@renaissance.com)

P.S. Your subscription fees include help with securing public and private funds to accelerate learning. To learn more, visit [www.renaissance.com/Resources/Funding](http://www.renaissance.com/Resources/Funding).

# RENAISSANCE

RENEWAL INVOICE  
Subscription Ends: 2/28/2017

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Gustine Elementary School - 284801  
2806 Grove Ave  
Gustine, CA 95322-1844  
Contact: Elliana Sanchez - (209) 854-6496  
Email: [esanchez@gustineusd.org](mailto:esanchez@gustineusd.org)

Created: February 02, 2017  
Invoice#: RPRNQ1685297\*  
Reference ID: 199529

Quote Summary	School Count : 1
Product & Services Total	\$6,749.00
Sales Tax	\$0.00
Grand Total	\$6,749.00

Pricing and discounts are subject to change if alterations are made to this quote.

Use your Prop 98 funding to lock in multi-year discounts on the programs you need.

\*This invoice may have been previously sent with a different invoice number and reflects changes that may have occurred in the last 30 days.

To place an order, please submit your organization's required purchase order with reference to quote number RPRNQ1685297\*

An invoice will be sent upon receipt of your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Mail: PO Box 8036, Wis. Rapids, WI 54495-8036

Fax: (877)280-7642

Email: [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)

This quote is valid for 30 days. Alterations to this quote will not be honored without Renaissance approval. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. Standard payment terms are net 30 days from invoice date.

# RENAISSANCE

## RENEWAL INVOICE

Subscription Ends: 2/28/2017

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

### Annual Subscription Fees

Products & Services	Quantity	Unit Price	Total
Accelerated Reader Subscription Renewal	600	\$6.20	\$3,720.00
Star Reading Subscription Renewal	600	\$4.05	\$2,430.00
Annual Subscription Fees Total			\$6,150.00

### Annual Hosting Services

Products & Services	Quantity	Unit Price	Total
Annual All Product Renaissance Place Hosting Fee Renewal	1	\$599.00	\$599.00
Annual Hosting Services Total			\$599.00

# RENAISSANCE

RENEWAL INVOICE  
Subscription Ends: 2/28/2017

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

## Auto Renewal Subscription Summary

Accelerated Reader Subscription Renewal	Quantity
Gustine Elementary School - 284801	600
Accelerated Reader Subscription Renewal Total	600
Star Reading Subscription Renewal	Quantity
Gustine Elementary School - 284801	600
Star Reading Subscription Renewal Total	600
Annual All Product Renaissance Place Hosting Fee Renewal	Quantity
Gustine Elementary School - 284801	1
Annual All Product Renaissance Place Hosting Fee Renewal Total	1



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

March 8, 2017

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**AGENDA ITEM TITLE:** Frontline – Staff Time & Attendance Software**AGENDA SECTION:** Action**PRESENTED BY:** Bill Morones, Superintendent**SUMMARY:**

We would like to request approval for the addition of Frontline Software. This software will work in conjunction with Aesop, the absence and sub placement tracking software we currently. This software will streamline positive time reporting for staff (i.e. extra hours) and eliminate paper timecards. This software also integrates with QSS, our financial system, to allow electronic exporting of data.

The software has a one-time setup cost of \$3,000 and an annual fee based on users, currently estimated at \$2,880.

**FISCAL IMPACT:** \$3,000.00 one-time fee then about \$2,880.00 annual fee**BUDGET CATEGORY:** General Fund**RECOMMENDED ACTION:** Approve

**Exhibit A-1 Frontline Customer Order Form**

CD9903181

MSA3225

02/14/2017

P: 610-722-9745 | F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

**Customer:**

Gustine Unified School District  
1500 Meredith Ave  
Gustine CA 95322

**Contact:** Lizett Aguilar**Title:** CBO**Phone:** (209) 854-3784 x12**Email:** [laguilar@gustine.k12.ca.us](mailto:laguilar@gustine.k12.ca.us)**Order Form Details:****Pricing Expiration:** 03/17/2017**Account Manager:** Thomas Hippensteel**Initial Term:** 2017-2018**Subscription Start Date:** 30 days after sign date**Startup Cost Billing Terms:** One-Time, Invoiced after signing**Subscription Billing Terms:** Annually**Sale Type:** New**Pricing Overview:**

<b>Startup Cost: One-Time cost due at signing</b>	<b>\$3,000.00</b>
<b>Annual Subscription: Recurring Cost</b>	<b>\$2,880.00</b>
	(plus applicable sales tax)

Itemized Description	Unit Price	Qty	Total
<b>Time &amp; Attendance Subscription - Users (Includes a 10% Existing Customer Discount)</b> (End Users: 37)	\$1,665.00	1	\$1,665.00
<b>Time &amp; Attendance Subscription - Substitutes</b> (End Users: 54)	\$1,215.00	1	\$1,215.00
<b>VeriTime Startup Cost - Implementation</b>	\$3,000.00	1	\$3,000.00

**Amount Due at Signing (Startup Cost)****\$3,000.00**

(plus applicable sales tax)

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). **BY ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.** Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

**Tax Exempt?** If yes, please provide your exemption number and include a copy of your exemption certificate.**Tax Exempt Number:**



## Exhibit A-1 Frontline Customer Order Form

CD9903181

MSA3225

02/14/2017

1400 Atwater Drive Malvern, PA 19355

P: 610-722-9745 | F: 888-492-0337

### HUMAN RESOURCES:

#### 1. Payment.

1. The Startup Cost set forth on the first page of this Order Form will be invoiced to Customer by Frontline as stated on the front of this Order Form; but if Customer terminates this Order Form before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on an eight (8) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
2. The Annual Subscription, set forth on the first page of this Order Form, will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of this Order Form. Frontline will render a detailed invoice, showing the Annual Subscription item(s) unit price multiplied by the quantity, as set forth on the first page of this Order Form, to yield the actual annual subscription (the "Actual Annual Subscription"). The quantities of any Annual Subscription item(s) of this Order Form are merely illustrative and are based on Customer's usage estimates. Should the number of users change significantly during Startup or during the Initial Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
3. For Aesop® Customers: (i) Before the start of the school year, Frontline will calculate the Subscription by multiplying the actual employees entered into Aesop® by the applicable Subscription item unit price, as amended from time to time. This will be multiplied by the ten (10) month school year to yield the Actual Annual Subscription. Should the number of employees on Aesop® change significantly during any school year, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference. (ii) Customer may use Aesop® to obtain temporary employee when there is no absent employee (a "Vacancy"). Filling a Vacancy is treated by Aesop® as if it was a regular replacement for an absent employee and is billed at the Employee Rates.
4. For all other products: Before the start of any Renewal Term, Frontline will calculate the Annual Subscription by multiplying the actual users entered into the Software by the applicable subscription item(s) unit price, as amended from time to time, to yield the Actual Annual Subscription. Should the number of users on the Software change significantly during any Renewal Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
5. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
6. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Order Form and the Customer shall Indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due.

### PROFESSIONAL GROWTH:

#### 1. Payment.

1. The Startup Cost set forth on the first page of this Order Form will be invoiced to Customer by Frontline as stated on the front of this Order Form; but if Customer terminates this Order Form before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on a six (6) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
2. The Annual Subscription, set forth on the first page of this Order Form, will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of this Order Form. Frontline will render a detailed invoice, showing the Annual Subscription item unit price multiplied by the quantity, as set forth on the first page of this Order Form, to yield the actual annual subscription (the "Actual Annual Subscription"). The quantities of any Annual Subscription item of this Order Form are merely illustrative and are based on Customer's usage estimates. Should the number of users change significantly during Startup or during the Initial Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
3. Before the start of any Renewal Term, Frontline will calculate the Annual Subscription by multiplying the actual users entered into the Software by the applicable subscription item unit price, as amended from time to time, to yield the Actual Annual Subscription. Should the number of users on the Software change significantly during any Renewal Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
4. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.



## Exhibit A-1 Frontline Customer Order Form

CD9903181

MSA3225

02/14/2017

P: 610-722-9745 | F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

5. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Order Form and the Customer shall Indemnify and hold Frontline harmless for any loss occasioned by Its failure to pay any tax when due.
2. Third Party Products. Customer may elect to use ETS Classroom Video Library ("ETS"). ETS may contain links or other access to other third party products or services. Customer's use of any third party's products and/or services is at Customer's own risk, and subject to the ETS Terms of Use found on their website at: <http://www.etsvideo.mylearningplan.com/terms.html#/>. In the event of a conflict between this Order Form and any ETS agreement or the ETS Terms of Use, this Order Form governs.

## Frontline Technologies Group LLC dba Frontline Education

MSA3225

### MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of last signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein, including any exhibits, Order Form (s) and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined in Section 1.2 below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. Should any of terms of this Agreement conflict with any of the terms in an applicable Order Form, the terms of this Agreement shall prevail.

<b>Frontline Technologies Group LLC dba Frontline Education</b>	<b>Gustine Unified School District</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: 1400 Atwater Drive Malvern, PA 19355	Address: _____ _____ _____
Email: _____	Email: _____
Date: _____	Date: _____

**Attached:** *Terms and Conditions of Agreement*  
*Exhibit A: Executed Order Forms*

Please email or fax ALL PAGES of the signed MSA to THippensteel@frontlineed.com or 888.492.0337.

MASTER SERVICES AGREEMENT

TERMS AND CONDITIONS

1. **Software and Services**

- 1.1. **Software.** Subject to the terms and conditions set forth in this Agreement (including any Order Forms and/or Statement of Work, as well as Customer-specific terms set forth in Exhibit B, if any), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form ("**Software**") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("**Documentation**") solely for internal use by end users in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form ("**Services**"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("**Work Product**") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any end users to not (i) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (ii) attempt to create any derivative version thereof; (iii) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (iv) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer.
- 1.2. **Order Forms.** Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement, unless otherwise specifically agreed by the Parties in writing. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).
- 1.3. **Software Administrator; Maintenance Windows.** At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("**Software Administrator**"). If the Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.
- 1.4. **Customer Content.** The Software and Services may enable Customer and end users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, "**Customer Content**") in connection with the Software and Services. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.



# Frontline Technologies Group LLC dba Frontline Education

MSA3225

- 1.5. **Integration.** Customer may, with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide Customer Content to a specified third party or permit such third party to have access to Customer Content in connection with the Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization.
- 1.6. **Hosting.** The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 1.7. **Customer Responsibilities.** Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free.
2. **Invoicing and Payment.** All fees and charges will be set forth in the applicable Order Form(s). Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or the highest rate allowed under applicable law, whichever is more. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
3. **Warranties and Disclaimers.**
  - 3.1. **Mutual.** Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its end users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.
  - 3.2. **Software Warranties.** Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation for ninety (90) days after delivery and (b) the Services will be performed in a professional and workmanlike manner. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.
  - 3.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

# Frontline Technologies Group LLC dba Frontline Education

MSA3225

4. **Confidential Information.** During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) the Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) the Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be the Confidential Information and sole property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.
5. **Indemnification.** Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all liabilities, claims, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.
6. **Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.
7. **Term and Termination.** Unless otherwise specified in this Agreement, the initial term of this Agreement will commence on the Effective Date and continue for a period of one year. This Agreement will automatically renew for successive one-year terms, unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term. Customer may terminate this Agreement or any Order Form at any time, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, all outstanding invoices shall become immediately due and payable. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, Customer (a) shall immediately cease using the Software and (b) for a period of thirty (30) days, may request a copy of Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6 and 8.
8. **General.** Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. Any controversy or claim arising out of or related to this Agreement, or breach thereof, shall be settled by mandatory arbitration, in accordance with the rules of the JAMS Arbitration Association and the decision of the arbitrator(s) shall be binding on the Parties thereto. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. If any of the terms of a Order Form or Statement of Work directly conflict with the terms of this Agreement (for the avoidance of doubt, where an Order Form or Statement of Work includes additional and more specific terms and conditions with respect to a concept addressed generally herein, no conflict shall be deemed to exist), the terms of the Order Form or Statement of Work shall take precedence for all Services, Work Product and Software under that Order Form or Statement of Work. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

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

March 8, 2017

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**AGENDA ITEM TITLE:** Measure P - DSA Requirements**AGENDA SECTION:** Action**PRESENTED BY:** Bill Morones, Superintendent**SUMMARY:**

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

1. Approval of Fire Sprinkler Design: DSA requires Fire Sprinkler Design to be submitted at initial project submittal for all Science classrooms (Science Building at Gustine HS), and all assembly spaces (MP/Gym at Gustine MS). Cen-Cal Fire Systems, Inc. has provided a proposal to perform this work. Total cost \$22,150. (\$8,200 for GHS Science Building, and \$13,950 for GMS MP/Gym Building).
2. DSA Plan Review fees for Gustine HS Science: DSA requires Plan Review Fees to be paid at the time of initial project submittal. Total Cost: \$24,250.00. *NOTE: DSA requires separate checks for each project submittal. They do not accept Plan Review Fees for multiple projects to be combined and included on one check.*
3. CGS Plan Review fees for Gustine HS Science: DSA requires CGS (California Geological Survey) to review Geologic Hazard reports for projects over 4,000 square feet in size, and CGS requires a fee to cover time and materials for their review. Total Cost: \$3,600.00. *NOTE: CGS requires separate checks for each project submittal. They do not accept fees for multiple projects to be combined and included on one check.*
4. DSA Plan Review fees for Gustine MS MP/Gym: DSA requires Plan Review Fees to be paid at the time of initial project submittal. Total Cost: \$40,450.00. *NOTE: DSA requires separate checks for each project submittal. They do not accept Plan Review Fees for multiple projects to be combined and included on one check.*
5. CGS Plan Review fees for Gustine MS MP/Gym: DSA requires CGS (California Geological Survey) to review Geologic Hazard reports for projects over 4,000 square feet in size, and CGS requires a fee to cover time and materials for their review. Total Cost: \$3,600.00. *NOTE: CGS requires separate checks for each project submittal. They do not accept fees for multiple projects to be combined and included on one check.*

**FISCAL IMPACT:** \$94,050.00**BUDGET CATEGORY:** Measure P Funds**RECOMMENDED ACTION:** Approve



CA LIC NO 488547 NV LIC NO 35006

•Commercial •Industrial •Residential

•Design •Installation •Service

1615 S. STOCKTON STREET LODI, CA. 95240

P.O. BOX 1284 LODI, CA. 95241-1284

OFFICE: (209) 334-9119 FAX: (209) 334-2923

EMAIL: sprk@cen-calfire.com WEB: www.cen-calfire.com

## QUOTATION

**DATE:** 12-23-16

**ESTIMATOR:** MIKE BOERSMA

**TO:** CA. DESIGN WEST ARCHITECTS, INC.

**BID FOR:** G.U.S.D. PROJECTS

**ATTN:** ROBERT TOWLE

2100 - 19<sup>TH</sup> STREET

SACRAMENTO, CA 95818

HIGH SCHOOL SCIENCE BUILDING

MIDDLE SCHOOL M-P BUILDING

GUSTINE, CA

**SCOPE:** FIRE SPRINKLER SYSTEM DESIGN

**PRICES:** \$ 8,200.00 - H.S. SCIENCE BUILDING  
\$13,950.00 - M.S. MULTI-PURPOSE BUILDING

**INCLUSIONS:** SYSTEM DESIGN DRAWINGS OF THE OVERHEAD PIPING SYSTEM COMPLETE WITH MATERIAL SUBMITTAL (CUT SHEETS), HYDRAULIC AND SEISMIC LOAD CALCULATIONS FOR DSA REVIEW.

\* CLASH CO-ORDINATION WITH THE OTHER MECHANICAL SYSTEMS IN EACH BUILDING IS INCLUDED.

\* SUBMITTAL DOCUMENTS WILL BE PROVIDED AS / WHEN NEEDED; ANY DSA BACK-CHECK REVISIONS NEEDED TO OBTAIN DSA APPROVALS ARE INCLUDED.

**EXCLUSIONS:** LOCAL FEES (WATER FLOW TEST, ETC.).

**COMMENTS:** THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS WORK TO YOU. IF THERE ARE ANY QUESTIONS REGARDING THIS BID, PLEASE CALL OUR OFFICE; IF NOT ACCEPTED WITHIN 30 DAYS, THIS QUOTATION MAY BE WITHDRAWN.



CALIFORNIA DESIGN WEST ARCHITECTS INC.

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

February 6, 2017

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

**RE: Gustine High School – Science Building  
DSA Plan Review Fees and Project Tracking Number Request**

Dear Bill,

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

Access Compliance	\$	6,250.00
Fire & Life Safety	\$	5,000.00
Structural Safety	\$	13,000.00
<b>TOTAL</b>		<b>\$ 24,250.00</b>

**Please mail a check to our office payable to the Division of State Architect in the amount of \$24,250.00 and we will submit fees to DSA with the plans.**

Also, please provide us with a PTN (Project Tracking Number). To generate a PTN, please go to OPSC's website at <http://www.applications.opsc.dgs.ca.gov/PT/Login.aspx>, enter your District's user name (which is 73619) and password, and assign a new PTN to this project.

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:** 2000000**Contracted Amt:** 0**Change Order  
Amt:** 0

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

	Access Compliance	Fire & Life Safety	Structural Safety	Total Due
<b>Filing Fee</b>	\$6,250.00	\$5,000.00	\$13,000.00	\$24,250.00
<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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CALIFORNIA DESIGN WEST ARCHITECTS INC.

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

February 6, 2017

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

**RE: Gustine High School – Science Building  
CGS Submittal**

Dear Bill,

We will be ready to submit the Gustine High School Science Building project to DSA shortly. In order to do that, we must also concurrently submit the Geotech/Geohazards reports to California Geological Survey (CGS) for review and approval. Please provide us with the following items:

**1. CGS Review Fees**

CGS requires a fee of \$3,600.00 to cover time and materials needed for CGS review. The third bullet in the first paragraph on Page 1 of the attached CGS Form 1A lists this as a request, in case you need backup. Please prepare and mail a check to our office **payable to California Geological Survey** in the amount of **\$3,600.00**, and we will include in the submittal packet.

**2. Signed Work Order**

Please print out two copies of Page 4 of the attached CGS Form 1A, sign and date in blue ink, and return our office with the check.

Please let me know if you have any questions.

Sincerely,

Mitchell A. McAllister  
President





**CALIFORNIA GEOLOGICAL SURVEY**  
DEPARTMENT OF CONSERVATION

**APPLICATION**  
**FOR ASSESSMENT OF GEOLOGIC HAZARD REPORTS**

CGS Form 1A (08/11)

For CGS use only

CGS project number \_\_\_\_\_

Date received \_\_\_\_\_

In order for CGS to review geologic hazard reports for a proposed school project, as described on Division of the State Architect (DSA) Interpretation of Regulations IR-4 (see <http://www.dgs.ca.gov/dsa/Resources/IRManual.aspx>), the following material must be submitted to CGS:

- this form, which will help CGS and the DSA coordinate reviews;
- TWO SIGNED COPIES of the Work Order (attached below), signed by an authorized representative of the District;
- a check for \$3600 to cover the time and materials needed for CGS review;
- Geologic Hazard Reports to be reviewed - ONE copy of each report.

Submit Reports to:

California Geological Survey  
School Review Unit  
801 K Street, MS 12-32  
Sacramento, CA 95814-3531

Name of School: **Gustine High School**

School District or State Agency: **Gustine Unified School District**

Mailing Address: **1500 Meredith Avenue, Gustine, CA 95322**

District Superintendent: **Bill Morones**

Telephone Number: **(209) 854-3784**

E-mail Address: **bmorones@gustineusd.org**

District Director of Facilities: **Russell Hazan**

Telephone Number: **(209) 854-3784**

E-mail Address: **rhazan@gustineusd.org**

Scope of Work:

**Construction of Science Building, Cafeteria Building, Classroom Buildings, Toilet Building**

Applicable Building Code (year): **2016** Community College Project per: ☐ DSA-SS, or ☐ DSA-SS/CC amendments

This project includes a site-specific ground motion analysis in accordance with: ☐ none ☒ ASCE 7 ☐ ASCE 41

Project location (Street Address): **501 North Avenue**

City and Zip Code: **Gustine, CA 95322**

County: **Merced**

APN: **020-220-001, 063-070-001**

Project Funding Status (Category 1, 2, 3, or 4; per Form DSA-10)

Funding Deadline (if Cat. 4):

Project Tracking Number (PTN):

DSA Application Number (if assigned):

# APPLICATION FOR ASSESSMENT OF GEOLOGIC HAZARDS REPORTS (p. 2 of 2)

Plans, specifications, and related work were prepared by, and observation of construction will be performed by:  
(per Title 24, Part 1, Section 4-316, of the California Code of Regulations)

Architect or Engineer in General Responsible Charge:

Printed Name: **Mitchell A. McAllister**

Firm Name: **California Design West Architects, Inc.**

Address: **2100 19th Street, Sacramento, CA 95818**

Telephone Number: **(916) 446-2466**

Fax Number: **(916) 446-5118**

California Registration Number: **C-17250**

E-mail Address: **mmcallister@ca-dw.com**

The following individual is authorized to act as Alternate to the Architect or Engineer named above:

Printed Name:

Firm Name:

Address:

Telephone Number:

Fax Number:

California Registration Number:

E-mail Address:

Geologic hazards reports must be prepared by a Certified Engineering Geologist and a Geotechnical Engineer:  
(per Title 24, Part 2, Section 1803A, of the California Code of Regulations)

Engineering Geologist Name: **Richard Gorman, PG, CEG**

Geotechnical Engineer Name: **Stephen P. Plauson, PE, GE**

Firm Name: **Technicon Engineering Services, Inc.**

Firm Name: **Technicon Engineering Services, Inc.**

Address: **4539 N Brawley Ave, Suite 108, Fresno, CA 93722**

Address: **4539 N Brawley Ave, Suite 108, Fresno, CA 93722**

Telephone Number: **(559) 276-9311**

Telephone Number: **(559) 276-9311**

Fax Number: **(559) 276-9344**

Fax Number: **(559) 276-9344**

E-mail Address: **richardg@technicon.net**

E-mail Address: **stephenp@technicon.net**

California Registration Number: **1325**

California Registration Number: **2731**

For Information regarding review of Geologic Hazard Reports for school projects:

Technical (geology) questions:

Submittal and tracking of reports:

**Jennifer Thornburg, PG, CEG, CHG**

**Margaret Hyland**

**California Geological Survey**

**California Geological Survey**

**801 K Street, MS 12-32, Sacramento, CA 95814-3531**

**801 K Street, MS 12-32, Sacramento, CA 95814-3531**

**916.445.5488**

**916.324.7324**

**[Jennifer.Thornburg@conservation.ca.gov](mailto:Jennifer.Thornburg@conservation.ca.gov)**

**[Margaret.Hyland@conservation.ca.gov](mailto:Margaret.Hyland@conservation.ca.gov)**



**CALIFORNIA GEOLOGICAL SURVEY**  
DEPARTMENT OF CONSERVATION

**WORK ORDER**  
**FOR ASSESSMENT OF GEOLOGIC HAZARD REPORTS**

CGS Form 1B (01/11)

The parties to this Work Order are the State of California, Department of Conservation, California Geological Survey (CGS) and Gustine Unified School District (District).

The Parties agree to the following terms and conditions:

1. CGS agrees to conduct an independent assessment of District-provided geologic hazard report(s) associated with the District's proposed school construction project to determine whether the reports are technically adequate.
2. The State of California, Department of General Services, Division of the State Architect (DSA) will rely upon the CGS technical assessment in reviewing plans for construction of the District's proposed construction project and permitting the project. Information regarding CGS assessment of district geologic hazard reports and the DSA's instructions to K-12 and community college districts regarding the CGS assessment can be found in DGS/DSA IR A-4 at <http://www.dgs.ca.gov/dsa/Resources/IRManual.aspx>
3. The District shall list the specific reports to be reviewed by CGS in the Application (above). The District shall provide copies of the reports to CGS when submitting the signed Work Order and payment, as described below.
4. The District shall provide any additional information determined by CGS to be needed to complete its assessment.
5. The term of this Work Order shall begin upon full execution of the Work Order by both parties and shall end in 365 days or 12 months, whichever occurs first. "Full execution" as used herein means approval by authorized representatives of both Parties and payment to CGS of three thousand, six hundred dollars (\$3600) in consideration of the promise by CGS to perform the technical assessment. Payment in full shall accompany two copies of this Work Order, each containing an original signature of a District representative authorized to sign the Work Order. CGS will return a copy of the Work Order containing an original signature of its authorized representative upon execution of the Work Order.
6. Failure of the District to submit the necessary documents or the \$3,600 payment will result in termination of this Work Order.
7. No amendment or variation of the terms of this Work Order shall be valid unless made in writing and signed by both Parties. No oral understanding not incorporated into this Work Order is binding on either Party.
8. Either Party, in writing, may terminate this Work Order at any time with 30 days written notice; however, should the District terminate this Work Order after work has been commenced by CGS, CGS will retain the \$3,600 payment for any work completed by CGS prior to the notice of termination.

WORK ORDER FOR ASSESSMENT OF GEOLOGIC HAZARDS REPORTS (p. 2 of 2)

9. Contact information for each party:

<u>California Geological Survey</u>	<u>District</u>
Name: Jennifer Thornburg, PG, CEG, HG	Name: <b>Bill Morones, Superintendent</b>
Mailing Address: California Geological Survey 801 K Street, MS 12-32 Sacramento, CA 95814	Mailing Address: Gustine Unified SD 1500 Meredith Avenue Gustine, CA 95322
Phone Number: 916-324-7324	Phone Number: <b>(209) 854-3784</b>

10. The Parties agree that the agents and employees of the Parties are independent of the other and shall not act as officers or employees or agents of the other Party to this Work Order.

11. In addition to the terms contained above, Parties agree to the terms at [http://www.conservation.ca.gov/cgs/rghm/reviews/Documents/Additional\\_Terms\\_Conditions.pdf](http://www.conservation.ca.gov/cgs/rghm/reviews/Documents/Additional_Terms_Conditions.pdf) which are hereby incorporated by reference into this Work Order.

**DISTRICT**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Name: **Bill Morones**

Title: **Superintendent**

**CALIFORNIA GEOLOGICAL SURVEY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Name: **John G. Parrish, Ph.D.**

Title: **State Geologist**



CALIFORNIA DESIGN WEST ARCHITECTS INC.

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

February 6, 2017

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

**RE: Gustine Middle School – Multipurpose/Gym Building  
DSA Plan Review Fees and Project Tracking Number Request**

Dear Bill,

In preparation for DSA submittal of the plans for the Gustine Middle School Multipurpose/Gym Building project, we are requesting a check for the submittal fees. Based on the construction cost of \$3,800,000, the plan review fees are as follows:

Access Compliance	\$	8,050.00
Fire & Life Safety	\$	8,600.00
Structural Safety	\$	23,800.00
<b>TOTAL</b>		<b>\$ 40,450.00</b>

**Please mail a check to our office payable to the Division of State Architect in the amount of \$40,450.00 and we will submit fees to DSA with the plans.**

Also, please provide us with a PTN (Project Tracking Number). To generate a PTN, please go to OPSC's website at <http://www.applications.opsc.dgs.ca.gov/PT/Login.aspx>, enter your District's user name (which is 73619) and password, and assign a new PTN to this project.

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: 3800000

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	\$8,050.00	\$8,600.00	\$23,800.00	\$40,450.00
Additional Fee	\$0.00	\$0.00	\$0.00	\$0.00
Further Fee	\$0.00	\$0.00	\$0.00	\$0.00

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CALIFORNIA DESIGN WEST ARCHITECTS INC.

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

February 6, 2017

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

**RE: Gustine Middle School – Multipurpose/Gym Building  
CGS Submittal**

Dear Bill,

We will be ready to submit the Gustine Middle School Multipurpose/Gym Building project to DSA shortly. In order to do that, we must also concurrently submit the Geotech/Geohazards reports to California Geological Survey (CGS) for review and approval. Please provide us with the following items:

**1. CGS Review Fees**

CGS requires a fee of \$3,600.00 to cover time and materials needed for CGS review. The third bullet in the first paragraph on Page 1 of the attached CGS Form 1A lists this as a request, in case you need backup. Please prepare and mail a check to our office **payable to California Geological Survey** in the amount of **\$3,600.00**, and we will include in the submittal packet.

**2. Signed Work Order**

Please print out two copies of Page 4 of the attached CGS Form 1A, sign and date in blue ink, and return our office with the check.

Please let me know if you have any questions.

Sincerely,

Mitchell A. McAllister  
President





CALIFORNIA GEOLOGICAL SURVEY  
DEPARTMENT OF CONSERVATION

**APPLICATION**  
**FOR ASSESSMENT OF GEOLOGIC HAZARD REPORTS**

CGS Form 1A (08/11)

For CGS use only

CGS project number \_\_\_\_\_

Date received \_\_\_\_\_

In order for CGS to review geologic hazard reports for a proposed school project, as described on Division of the State Architect (DSA) Interpretation of Regulations IR-4 (see <http://www.dgs.ca.gov/dsa/Resources/IRManual.aspx>), the following material must be submitted to CGS:

- this form, which will help CGS and the DSA coordinate reviews;
- TWO SIGNED COPIES of the Work Order (attached below), signed by an authorized representative of the District;
- a check for \$3600 to cover the time and materials needed for CGS review;
- Geologic Hazard Reports to be reviewed - ONE copy of each report.

Submit Reports to:

California Geological Survey  
School Review Unit  
801 K Street, MS 12-32  
Sacramento, CA 95814-3531

Name of School: **Gustine Middle School**

School District or State Agency: **Gustine Unified School District**

Mailing Address: **1500 Meredith Avenue, Gustine, CA 95322**

District Superintendent: **Bill Morones**

Telephone Number: **(209) 854-3784**

E-mail Address: **bmorones@gustineusd.org**

District Director of Facilities: **Russell Hazan**

Telephone Number: **(209) 854-3784**

E-mail Address: **rhazan@gustineusd.org**

Scope of Work:

**Construction of Multi-Purpose/Gymnasium Building, Classroom Building**

Applicable Building Code (year): **2016** Community College Project per: ☐ DSA-SS, or ☐ DSA-SS/CC amendments

This project includes a site-specific ground motion analysis in accordance with: ☐ none ☒ ASCE 7 ☐ ASCE 41

Project location (Street Address): **28075 Sullivan Road**

City and Zip Code: **Gustine, CA 95322**

County: **Merced**

APN: **063-180-031**

Project Funding Status (Category 1, 2, 3, or 4; per Form DSA-10)

Funding Deadline (if Cat. 4):

Project Tracking Number (PTN):

DSA Application Number (if assigned):

**APPLICATION FOR ASSESSMENT OF GEOLOGIC HAZARDS REPORTS (p. 2 of 2)**

Plans, specifications, and related work were prepared by, and observation of construction will be performed by:  
(per Title 24, Part 1, Section 4-316, of the California Code of Regulations)

Architect or Engineer in General Responsible Charge:

Printed Name: **Mitchell A. McAllister**

Firm Name: **California Design West Architects, Inc.**

Address: **2100 19th Street, Sacramento, CA 95818**

Telephone Number: **(916) 446-2466**

Fax Number: **(916) 446-5118**

California Registration Number: **C-17250**

E-mail Address: **mmcallister@ca-dw.com**

The following individual is authorized to act as Alternate to the Architect or Engineer named above:

Printed Name:

Firm Name:

Address:

Telephone Number:

Fax Number:

California Registration Number:

E-mail Address:

Geologic hazards reports must be prepared by a Certified Engineering Geologist and a Geotechnical Engineer:  
(per Title 24, Part 2, Section 1803A, of the California Code of Regulations)

Engineering Geologist Name: **Richard Gorman, PG, CEG**

Geotechnical Engineer Name: **Stephen P. Plauson, PE, GE**

Firm Name: **Technicon Engineering Services, Inc.**

Firm Name: **Technicon Engineering Services, Inc.**

Address: **4539 N Brawley Ave, Suite 108, Fresno, CA 93722**

Address: **4539 N Brawley Ave, Suite 108, Fresno, CA 93722**

Telephone Number: **(559) 276-9311**

Telephone Number: **(559) 276-9311**

Fax Number: **(559) 276-9344**

Fax Number: **(559) 276-9344**

E-mail Address: **richardg@technicon.net**

E-mail Address: **stephenp@technicon.net**

California Registration Number: **1325**

California Registration Number: **2731**

For Information regarding review of Geologic Hazard Reports for school projects:

Technical (geology) questions:

Submittal and tracking of reports:

Jennifer Thornburg, PG, CEG, CHG

Margaret Hyland

California Geological Survey

California Geological Survey

801 K Street, MS 12-32, Sacramento, CA 95814-3531

801 K Street, MS 12-32, Sacramento, CA 95814-3531

916.445.5488

916.324.7324

[Jennifer.Thornburg@conservation.ca.gov](mailto:Jennifer.Thornburg@conservation.ca.gov)

[Margaret.Hyland@conservation.ca.gov](mailto:Margaret.Hyland@conservation.ca.gov)

## COMMERCIAL CRIME POLICY DECLARATIONS

In return for the payment of the premium, and subject to all the terms and conditions of this Policy, we agree with you to provide the insurance as stated in this Policy.

### Coverage Is Written:

☒ Primary
 ☐ Excess
 ☐ Coindemnity
 ☐ Concurrent

<b>Company Name:</b>	Tudor Insurance Company
<b>Producer Name:</b>	Association Insurance Management P O BOX 742946 Dallas, TX 75374
<b>Named Insured:</b>	<del>✗</del> Gustine Redskins Athletic Boosters
	(Also list any Employee Benefit Plan(s) included as Insureds)
<b>Mailing Address:</b>	PO Box 548 Gustine, CA 95322
<b>Policy Period</b>	
<b>From:</b>	8/25/2016
<b>To:</b>	8/25/2017 12:01 AM at your mailing address shown above.

Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1. Employee Theft	\$ \$25,000 Limit	\$ 250
2. Forgery Or Alteration	\$ \$25,000 Limit	\$ 250
3. Inside The Premises – Theft Of Money And Securities	\$ \$25,000 Limit	\$ 250
4. Inside The Premises – Robbery Or Safe Burglary Of Other Property	\$ \$25,000 Limit	\$ 250
5. Outside The Premises	\$ \$25,000 Limit	\$ 250
6. Computer And Funds Transfer Fraud	\$ \$25,000 Limit	\$ 250
7. Money Orders And Counterfeit Money	\$ \$25,000 Limit	\$ 250

Coverage is provided only if an amount is shown opposite an Insuring Agreement. If the amount is left blank or "Not Covered" is inserted, such Insuring Agreement and any other reference thereto in this Policy are deleted.

Total 647.10



CALIFORNIA GEOLOGICAL SURVEY  
DEPARTMENT OF CONSERVATION

**WORK ORDER**  
**FOR ASSESSMENT OF GEOLOGIC HAZARD REPORTS**

CGS Form 1B (01/11)

The parties to this Work Order are the State of California, Department of Conservation, California Geological Survey (CGS) and Gustine Unified School District (District).  
The Parties agree to the following terms and conditions:

1. CGS agrees to conduct an independent assessment of District-provided geologic hazard report(s) associated with the District's proposed school construction project to determine whether the reports are technically adequate.
2. The State of California, Department of General Services, Division of the State Architect (DSA) will rely upon the CGS technical assessment in reviewing plans for construction of the District's proposed construction project and permitting the project. Information regarding CGS assessment of district geologic hazard reports and the DSA's instructions to K-12 and community college districts regarding the CGS assessment can be found in DGS/DSA IR A-4 at <http://www.dgs.ca.gov/dsa/Resources/IRManual.aspx>
3. The District shall list the specific reports to be reviewed by CGS in the Application (above). The District shall provide copies of the reports to CGS when submitting the signed Work Order and payment, as described below.
4. The District shall provide any additional information determined by CGS to be needed to complete its assessment.
5. The term of this Work Order shall begin upon full execution of the Work Order by both parties and shall end in 365 days or 12 months, whichever occurs first. "Full execution" as used herein means approval by authorized representatives of both Parties and payment to CGS of three thousand, six hundred dollars (\$3600) in consideration of the promise by CGS to perform the technical assessment. Payment in full shall accompany two copies of this Work Order, each containing an original signature of a District representative authorized to sign the Work Order. CGS will return a copy of the Work Order containing an original signature of its authorized representative upon execution of the Work Order.
6. Failure of the District to submit the necessary documents or the \$3,600 payment will result in termination of this Work Order.
7. No amendment or variation of the terms of this Work Order shall be valid unless made in writing and signed by both Parties. No oral understanding not incorporated into this Work Order is binding on either Party.
8. Either Party, in writing, may terminate this Work Order at any time with 30 days written notice; however, should the District terminate this Work Order after work has been commenced by CGS, CGS will retain the \$3,600 payment for any work completed by CGS prior to the notice of termination.

WORK ORDER FOR ASSESSMENT OF GEOLOGIC HAZARDS REPORTS (p. 2 of 2)

9. Contact information for each party:

<u>California Geological Survey</u>	<u>District</u>
Name: Jennifer Thornburg, PG, CEG, HG	Name: <b>Bill Morones, Superintendent</b>
Mailing Address: California Geological Survey 801 K Street, MS 12-32 Sacramento, CA 95814	Mailing Address: Gustine Unified SD 1500 Meredith Avenue Gustine, CA 95322
Phone Number: 916-324-7324	Phone Number: <b>(209) 854-3784</b>

10. The Parties agree that the agents and employees of the Parties are independent of the other and shall not act as officers or employees or agents of the other Party to this Work Order.

11. In addition to the terms contained above, Parties agree to the terms at [http://www.conservation.ca.gov/cgs/rghm/reviews/Documents/Additional\\_Terms\\_Conditions.pdf](http://www.conservation.ca.gov/cgs/rghm/reviews/Documents/Additional_Terms_Conditions.pdf) which are hereby incorporated by reference into this Work Order.

**DISTRICT**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Name: **Bill Morones**

Title: **Superintendent**

**CALIFORNIA GEOLOGICAL SURVEY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Name: **John G. Parrish, Ph.D.**

Title: **State Geologist**

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

March 8, 2017

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**AGENDA ITEM TITLE:** FFA Overnight Trip**AGENDA SECTION:** Action**PRESENTED BY:** John Petrone, Principal**SUMMARY:**

Requesting permission to travel out of state to Richmond Utah. The Gustine FFA Dairy Cattle Judging team is requesting permission to travel May 16<sup>th</sup> – 18<sup>th</sup> to Richmond Utah. We will be competing in the 102<sup>nd</sup> Annual Western Nationals Black and White Dairy Show. John and Sandra Toste will join us as chaperones.

**FISCAL IMPACT:** None**BUDGET CATEGORY:** None**RECOMMENDED ACTION:** Approve

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

March 8, 2017

---

**AGENDA ITEM TITLE:** AG Department Technology Purchase**AGENDA SECTION:** Action**PRESENTED BY:** John Petrone, Principal

**SUMMARY:** Through the CTE Grant the ag department is planning on purchasing a rolling computer cart with 35 laptops and 4 wireless printers. This will help with alleviating the stress of the computer lab on campus and the rolling carts that the school already has. We are buying them through Data Path for \$29,104.65. The computers come with 5 year warranty.

**FISCAL IMPACT:** \$29,104.65.**BUDGET CATEGORY:** CTE Grant**RECOMMENDED ACTION:** Approve



<b>GUSTINE UNIFIED SCHOOL DISTRICT</b> 1500 Meredith Ave. Gustine, CA 95322 Phone: (209) 854-3784 Fax: (209) 854-9164		Ship To: _____ _____ _____
Department: Ag	Date: 2-9-17	
Ordered By: Matt Baffunno	Vendor Email (for email option only):	
Purchase Order Instructions: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Return to site <input type="checkbox"/> Email <input type="checkbox"/> Other <u>Send me PO</u>		
<b>BUDGET CLASSIFICATION:</b> 01-6387-0-4300-00-3824-1000-310-000-000 <i>CTE Grant</i>		

**VENDOR NAME:** Data Path

**ADDRESS:** 318 McHenry Ave.  
Modesto, CA 95354

**PHONE:** 209-521-0055                      **FAX:** 888-499-1959

Qty.	Description	UNIT COST	TOTAL COST
35	Dell Latitude 3470 Laptops	555	19425
35	CA Electronic Waste Recyling Fee	5	175
35	Upgrade Hardware	135	4725
1	Ergoton zip40	1998.71	1998.71
4	HP Laserjet Pro M402dw	260	1040
	See Quote		
	Tax		1740.94
	Shipping		0
	Total		29104.65

**SCHOOL SITE** GHS

**JUSTIFICATION:** Rolling Cart for AG Department

**DISTRICT REQUISITION #:** 170900

**APPROVAL:** 

**DISTRICT PURCHASE ORDER #:** \_\_\_\_\_

For LCAP Purchases **ONLY** (Required)

Goal # \_\_\_\_\_

Action # \_\_\_\_\_

Example (1,2, etc.)

Example (.01, .02, etc.)

"Purchase Order Instruction" box must be filled to avoid delay\*

Revised 07/05/2016



8 McHenry Ave.  
Gustine, CA 95354  
t. 209.521.0055 f. 888.499.1959

## QUOTE

Number DPQQ11290-02

Date Jan 26, 2017

### Prepared For

Gustine Unified School District  
1500 Meredith Ave  
Gustine, CA 95322

### Ship To

Gustine Unified School District  
1500 Meredith Ave  
Gustine, CA 95322

### Payment Terms

NET10

### Quote Valid Through

2/15/2017

Qty	Description	Unit Price	Ext. Price
<b>GHS AG Dept Laptops</b>			
35	Dell Latitude 3470 14" 16:9 Notebook - 1366 x 768 - Intel Core i3 (6th Gen) i3-6100U Dual-core (2 Core) 2.30 GHz - 4 GB DDR3L SDRAM - 500 GB HDD - Windows 7 Professional 64-bit (Includes Windows 10 License) - Intel HD Graphics 530 DDR3L SDRAM - Bluetooth - English (US) Keyboard - IEEE 802.11 a/g/n - Gigabit Ethernet - Network (RJ-45) - HDMI - 2 x USB 3.0 Ports - 4-cell Lithium Ion (Li-Ion) - 1 Year Warranty	\$555.00	\$19,425.00
35	California Electronic Waste Recycling Fee - Screen Less than 15 Inches	\$5.00	\$175.00
35	Upgrade Hardware Warranty from 1 to 3 Years - On-site	\$135.00	\$4,725.00
<b>Charging Cart</b>			
1	Ergotron Zip40 Charging and Management Cart - 255 lb Capacity - 4 Casters - 5" Caster Size - Steel - 30.3" Width x 26.1" Depth x 45.4" Height - Black, Silver - For 40 Devices	\$1,998.71	\$1,998.71
<b>Printers</b>			
4	Hp Laserjet Pro M402dw - Printer - Monochrome - Duplex - Laser - A4/legal - 4800 X 600 Dpi - Up To 40 ppm - Capacity: 350 Sheets - Usb 2.0, Gigabit Lan, Wi-fi(N), NFC	\$260.00	\$1,040.00
		<b>SubTotal</b>	<b>\$27,363.71</b>
		<b>Tax</b>	<b>\$1,740.94</b>
		<b>Shipping</b>	<b>\$0.00</b>
		<b>Total</b>	<b>\$29,104.65</b>

\* Shipping charges are estimated. Actual shipping charges will be applied at the time of order.

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

March 8, 2017

---

**AGENDA ITEM TITLE:** AG Department Purchase of Transit Vans**AGENDA SECTION:** Action**PRESENTED BY:** John Petrone, Principal

**SUMMARY:** Through the CTE Grant the ag department is planning on purchasing two Ford Transit vans for the ag department. This will greatly alleviate the stress of the district Expeditions for Mrs. Pometta. The ag department will probably never have to put in a vehicle request form again. Matt will be purchasing the vans from Santos Ford. He got two bids. The first was from Razzari Ford and the second one is from Santos Ford in Los Banos. Therefore, we request purchasing them through Santos Ford. Total cost is \$61,762.38 for two vans.

**FISCAL IMPACT:** \$61,762.38**BUDGET CATEGORY:** CTE Grant**RECOMMENDED ACTION:** Approve

MICHAEL SANTOS  
SANTOS FORD  
617 WEST PACHECO BLVD.  
LOS BANOS, CA 93635  
TELEPHONE: (209)826-4921  
FAX: (209)826-3079



Mr. Matt Baffunno  
Gustine Unified School District  
1500 Meredith Avenue  
Gustine, CA 95322  
(209)587-0395  
[mbaffunno@gustineusd.org](mailto:mbaffunno@gustineusd.org)

PRICE QUOTATION

January 16, 2017

2017 FORD TRANSIT-150 XL LOW ROOF WAGON 130" WB  
3.7L V-6 DOHC W/SMPI 275HP - 6 SPEED AUTO W/OD  
ORDER CODE 301A  
OXFORD WHITE - PEWTER VINYL SEATS  
50 STATE EMISSIONS  
10 PASSENGER SEATING  
PRIVACY GLASS  
CRUISE CONTROL W/ MESSAGE CENTER  
RADIO: AM/FM STEREO W/SINGLE CD/SYNC  
DRIVER CONTROLLED FRT/REAR AUX A/C & HEATER  
3.73 AXLE RATIO  
GVWR: 8,550 LBS.  
TIRES: 235/65R16C AS BSW  
WHEELS: 16" STEEL W/ BLACK HUBCAPS  
DUAL BUCKET SEATS  
DRIVER & FRONT PASSENGER - SIDE FRONT AIRBAGS  
SAFETY CANOPY SIDE-CURTAIN AIRBAGS  
REAR WINDOW DEFOGGER  
SYNC COMMUNICATIONS & ENTERTAINMENT SYSTEM  
LEATHER-WRAPPED STEERING WHEEL  
HEAVY-DUTY ALTERNATOR

SUB TOTAL: 38,235.00  
DESTINATION CHARGE: 1,195.00  
TOTAL: **\$39,430.00**

YOUR PRICE W/ VALID FIN CODE: 28,545.00  
DOCUMENT FEE: 80.00  
TIRE TAX: 8.75  
GSS FEE: 29.00  
SALES TAX @ 7.75%: 2,218.44

**TOTAL PURCHASE PRICE: \$30,881.19 PER UNIT**  
(THIRTY THOUSAND EIGHT HUNDRED EIGHTY ONE DOLLARS AND NINETEEN CENTS)



**Razzari Ford**  
1234 Auto Center Drive, Merced, California, 953405668  
Office: 209-383-3673

## Customer Proposal

---

**Prepared for:**

Mr. Matt Baffunno  
Gustine Unified School District  
1500 Meredith Avenue  
Gustine, CA 95322  
Mobile: 209-587-0395  
Email: mbaffunno@gustineusd.org

**Prepared by:**

Christopher Laveglia  
Office: 209-383-3673  
Email: claveglia@razzari.com

**Date:** 12/07/2016

**Vehicle:** 2017 Transit-150 XL  
Low Roof Wagon 130" WB

**Quote ID:** 120716





Razzari Ford  
1234 Auto Center Drive, Merced, California, 953405668  
Office: 209-383-3673

**Mr. Matt Baffunno**  
**Gustine Unified School District**  
1500 Meredith Avenue  
Gustine, CA 95322  
Mobile: 209-587-0395  
Email: mbaffunno@gustineusd.org

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*Re: Vehicle Proposal*

---

Dear Mr. Baffunno,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

**Christopher Laveglia**

claveglia@razzari.com



Razzari Ford  
1234 Auto Center Drive, Merced, California, 953405668  
Office: 209-383-3673

**2017 Transit-150, Low Roof Wagon**  
Low Roof Wagon 130" WB XL(K1Y)  
Price Level: 745 Quote ID: 120716

### Major Equipment

(Based on selected options, shown at right)

3.7L V-6 DOHC w/SMPI 275hp	Exterior:Oxford White
6 speed automatic w/OD	Interior:Pewter
* 4-wheel ABS	* Brake assistance
* Traction control	* LT 235/65R16 C BSW AS S-rated tires
* Battery with run down protection	* Advance Trac w/Roll Stability Control
* Air conditioning	* Tinted glass
* AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, external memory control	* Bluetooth wireless streaming
* Dual power remote mirrors	* Variable intermittent wipers
* 16 x 7 steel wheels	* Dual front airbags
* Driver and front passenger seat mounted side airbags	* Airbag occupancy sensor
* Rear window defroster	* Tachometer
* Message Center	* Underseat ducts
* Reclining front bucket seats	* 2nd row bench
* Bench	* Audio control on steering wheel
* Front axle capacity: 4130 lbs.	* Rear axle capacity: 5515 lbs.
* Front spring rating: 4130 lbs.	* Rear spring rating: 5070 lbs.

### Fuel Economy

**City**  
14 mpg



**Hwy**  
18 mpg

### Selected Options

MSRP

STANDARD VEHICLE PRICE	\$34,515.00
Order Code 301A	N/C
130" Wheelbase	STD
Monotone Paint Application	STD
50-State Emissions System	STD
10 Passenger Seating	\$1,195.00
Privacy Glass	\$675.00
Cruise Control w/Message Center	\$325.00
Radio: AM/FM Stereo w/Single CD/SYNC	\$665.00
Driver Controlled Frt/Rear Aux A/C & Heater	\$860.00
Oxford White	N/C
Pewter	N/C
Engine: 3.7L Ti-VCT V6	Included
Transmission: 6-Speed Automatic w/OD & SelectShift	Included
3.73 Axle Ratio	Included
GVWR: 8,550 lbs	Included
Tires: 235/65R16C AS BSW	Included
Wheels: 16" Steel w/Black Hubcaps	Included
Dual Bucket Seats	Included
Driver & Front Passenger-Side Front Airbags	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Matt Baffunno, Gustine Unified School District  
By: Christopher Laveglia Date: 12/07/2016





Razzari Ford  
1234 Auto Center Drive, Merced, California, 953405668  
Office: 209-383-3673

**2017 Transit-150, Low Roof Wagon**  
Low Roof Wagon 130" WB XL(K1Y)  
Price Level: 745 Quote ID: 120716

Safety Canopy Side-Curtain Airbags	Included
Vinyl Front Bucket Seats	Included
Rear Window Defogger	Included
SYNC Communications & Entertainment System	Included
Leather-Wrapped Steering Wheel	Included
Heavy-Duty Alternator	Included
<hr/>	
SUBTOTAL	\$38,235.00
Destination Charge	\$1,195.00
<hr/>	
TOTAL	\$39,430.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Matt Baffunno, Gustine Unified School District  
By: Christopher Laveglia Date: 12/07/2016



Razzari Ford  
1234 Auto Center Drive, Merced, California,  
953405668  
Office: 209-383-3673

**2017 Transit-150**  
Low Roof Wagon 130" WB XL(K1Y)

## PRICING

M.S.R.P.: 39,430.00

YOUR PRICE: 28,592.45

DOC FEE: 80.00

TIRE TAX: 8.75

EFI FEE: 25.00

SALES TAX @ 8%: 2,293.80

**TOTAL PURCHASE PRICE: \$ 31,000.00 (THIRTY ONE THOUSAND DOLLARS) PER UNIT**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Matt Baffunno, Gustine Unified School District  
By: Christopher Laveglia Date: 12/07/2016 | Price Level: 745 Quote ID: 120716