BOARD OF TRUSTEES SPECIAL BOARD MEETING
GUSTINE UNIFIED SCHOOL DISTRICT
1500 MEREDITH AVENUE
GUSTINE, CA 95322
WEDNESDAY, AUGUST 12, 2026
5:45 P.M. Open Session

I. CALL TO ORDER - 5:45 p.m. *THIS MEETING WILL BE RECORDED*

A. Roll Call

Mr. Gary Silva, President
Mr. Kevin Cordeiro, Board Member
Mr. Zachery Ramos, Board Member
Trustee Area 4 - Vacant
Trustee Area 5 - Vacant
Miss Elizabeth Meza, Vazquez Student Board Member

B. Pledge of Allegiance

C. Adoption 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.

II. 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. Velazquez Reyes, Jazmine – Hire Bilingual Community Liaison, GHS
2. Okada, Katie – Hire Kindergarten Instructional Aide/Yard Duty, RES

III. COMMUNICATION FROM THE PUBLIC

Members of the public may bring before the Board matters that are listed on the agenda. 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).

IV. ACTION

A. Agreement with Redwood Health Services

Recommendations:
It is recommended that the Board of Trustees approve Agreement with Redwood Health Services.

B. Agreement with Gingerich Insurance Solutions, Inc.

Recommendations:

It is recommended that the Board of Trustees approve Agreement with Gingerich Insurance Solutions, Inc.

V. ADJOURNMENT

CONSENT AGENDA

ACTION ITEMS

A

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees
MEETING DATE:
August 12, 2026

AGENDA ITEM TITLE: Agreement with Redwood Health Services

AGENDA SECTION: Action

PRESENTED BY: Dr. Bryan Ballenger, Superintendent

RECOMMENDATIONS:
It is recommended that the Board of Trustees approve the Agreement with Redwood Health Services.

SUMMARY:

The agreement with Redwood Health Services is to serve as the District's third-party administrator for its self-funded employee benefit plan, effective October 1, 2026. Under the agreement, Redwood Health Services will process eligible claims, provide customer service to covered employees, issue identification cards, coordinate claim payments, maintain required records, and provide the District with detailed and summary claims reports.

Redwood Health Services will also maintain a separate account for the funding of District claims and administer the plan in accordance with applicable state and federal laws, including HIPAA requirements. The District will retain responsibility for funding the plan and making final benefit determinations.

The agreement will remain in effect until terminated in accordance with its provisions. Administrative fees and charges for any additional requested services will be assessed as outlined in the agreement and related application documents.

FISCAL IMPACT: Covered by Insurance Premiums

BUDGET CATEGORY: None

Redwood Health Services

Redwood Health Services Administrative Services

Gustine Unified School District

October 1, 2026

Redwood Health Services
Third-party Administration by Redwood Health Services
3510 Unocal Place #108 • Santa Rosa, CA 95403

ADMINISTRATIVE AGREEMENT

This agreement, entered into as of October 1, 2026 by and between Gustine Unified School District and the third-party administrator, Redwood Health Services, an third party administrator of health plans and group insurance benefit programs, is made in reference to the facts that follow.
Now, therefore, in consideration of the mutual promises, covenants, and payments contained herein, it is agreed as follows:

ARTICLE 1—EMPLOYER HEALTH PLAN DISCLOSURE

The insurance carrier is responsible only for the benefits that are contained in its provided materials and apply to charges incurred when the plan is in force. The Employer Application Form in this document names the insurance carrier and the self-funded plan options elected by the employer

Benefits under the self-funded plan are the sole financial responsibility of the employer, and all questions or issues regarding such benefits are to be addressed by the employer or the third-party administrator on behalf of the employer. The third-party administrator will process dental and charges under the self-funded plan and provide monthly reports regarding the claims processed.

The employer also understands that the self-funded plan is administered under Section 105, 125 or 132 of the Internal Revenue Code. Under Section 105, 125 or 132, benefits provided to employees are not deemed to be taxable income to the employees. A Summary Plan Description of the benefits provided under the self-funded plan is to be provided by the third-party administrator and distributed by the employer to all covered employees. It should be noted that the ownership of sole proprietorships, partnerships/ LLP, LLC, S-Corp are not eligible for the tax relief afforded with an HRA. Please consult your tax advisor on this matter.

Upon termination of the self-funded plan, the employer is financially responsible for charges incurred by the covered employees and their dependents prior to the termination of the plan. The employer may engage the third-party administrator to process these claims for a specific number of months.

ARTICLE 2—SERVICES, RIGHTS, AND ASSURANCES OF THE THIRD-PARTY ADMINISTRATOR

The third-party administrator shall perform its duties pursuant to its standards of quality control and cost-containment in accordance with the following understandings:

- The third-party administrator shall perform the services listed in Article 8—Description of Services.
- The third-party administrator shall maintain all records in conjunction with the administrative services to be performed, as set out in Article 8—Description of Services. The confidentiality of such records shall be maintained by the third-party administrator, and the information therein shall not be divulged, disclosed, or made available to persons other than the employer administrator or the plan without prior written approval of the employer administrator, subject to the restrictions of applicable federal, state law and HIPAA regulations.
- The third-party administrator shall administer the plan in accordance with ordinary care and diligence and shall maintain reasonable standards of quality control, cost-containment, and service.
- The third-party administrator will indemnify and hold harmless the employer for the third-party administrator's negligent acts or omissions.

ARTICLE 3—RIGHTS AND ASSURANCES OF THE EMPLOYER

The employer agrees that the third-party administrator shall assume no financial responsibility for the benefits payable under the plan, whether incurred liabilities, paid liabilities, or reserves. The employer agrees to assure the financial

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integrity of the plan through the use of insurance contracts, trust accounts, or other security acceptable to the third-party administrator.

The employer will indemnify and hold harmless the third-party administrator for the employer's negligent acts or omissions.

It is understood that the employer retains the final right to determine benefit payments under the plan, and as a result the third-party administrator is not a claims fiduciary for purposes of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"). The third-party administrator agrees to faithfully discharge its responsibilities under the agreement pursuant to the direction of the employer.

ARTICLE 4—PERIOD OF THE AGREEMENT

This agreement shall take effect on the effective date stated on the Employer Application Form. The agreement shall continue indefinitely unless and until either party gives 60 days' advance notice in writing of its intention to terminate the agreement. Once the termination notice is received by the other party, this agreement shall terminate 30 days after its receipt by the other party, or such a later termination date that may be specified in the termination notice or otherwise agreed to by the parties.

ARTICLE 5—SETTLEMENT OF DISPUTES

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding any dispute arising under this agreement, each party hereto shall continue to perform its obligations thereunder pending the decision of the arbitrator.

ARTICLE 6—CONFIDENTIALITY

The third-party administrator agrees to maintain the confidentiality of any information that may be obtained by the third-party administrator relating to this agreement or the employer's plan of health benefits. Confidential information is defined as all information disclosed to the third-party administrator that is not publicly available and that relates to the employer's past, present, and future activities (including activities under this agreement).

The employer shall be responsible for maintaining the confidentiality of information furnished by the third-party administrator to the employer in compliance with all applicable state and federal laws.

ARTICLE 7—TERMS AND CONDITIONS

The employer will pay the third-party administrator monthly for services described in Article 8—Description of Services. Only the services listed in this agreement will be provided to employer. The fees for these services are listed in Section 8.4. The third-party administrator may amend this agreement (including the Employer Application Form) with 60 days advance written notice in order to revise the amount of the service fees. The third-party administrator may terminate this agreement if the service fees are not paid timely.

The third-party administrator will provide a summary of the claims processed and paid.

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ARTICLE 8—DESCRIPTION OF SERVICES

8.1 Claims-Related Services

The third-party administrator shall process claims for the employer according to the plan's Summary of Medical, Dental, and/or Vision Benefits. In this capacity, the third-party administrator will provide the following functions:

- Process claims on the third-party administrator's claims system.
- Provide customer service related to the self-insured portion of the plan.
- Process payment runs, supplying checks and remittance advice to vendor.
- Provide summary and detail reports for claims processed.
- Provide an ID card for each person covered under the plan.

8.2 Records

Employer will provide the third-party administrator with all reasonably necessary information for accurate processing, including but not limited to additions, terminations and changes in eligibility and membership information. Electronic format is preferred.

8.3 Claims Funding

The third-party administrator will maintain a separate bank account for the employer to fund current and future claims.

The employer will pay into the account a predetermined amount established by the third-party administrator for the first three months of the plan. Thereafter, the employer will pay into it's account the amount of claims paid on its behalf. Payment is due prior to the next month of coverage, or on such other dates as may be specified by the third-party administrator. Notwithstanding the foregoing, if the third-party administrator determines that the employer's account is underfunded (based on current and projected future claims), the employer shall pay into its account an additional amount determined by the third-party administrator to eliminate the underfunding.

The third-party administrator may terminate this agreement for non-payment of the amounts required by this section.

8.4 Pricing for Additional Requested Items

The pricing for claims-related services is listed in the Employer Application Form. Pricing for additional services is set forth as follows:

Special customized reports	$225.00 per hour (estimate will be provided)
Amendment(s) to plan (OFF ANNIVERSARY DATE)	No charge for amendment(s) at beginning of first calendar year; otherwise, $150 per plan amendment
Retroactive adjustments as a result of amendment(s) to plan	$25 per claim

8.5 Participating Affiliated Employer

The employer must list each affiliated employer that is authorized to adopt this plan as a participating employer. Each affiliated employer must meet the requirements of Internal Revenue Code Section 414(b) or (c) as provided by the Master Plan Document.

ARTICLE 9—EXECUTION OF AGREEMENT

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The undersigned adopting employer hereby adopts a master plan, of which this agreement forms a part. The adopting employer agrees that definitions, elections, and terms used in the Master Plan Document and Closing Document shall be part of such plan. Adoption of the plan by the employer is subject to the acceptance of this agreement by Redwood Health Services, the third-party administrator. Any term that is not defined in this agreement shall have the meaning assigned to it by the Master Plan Document.

This agreement may be used only in conjunction with the Master Plan Document. By executing this agreement, the employer understands the following:

- RHS is *not* providing the employer with any tax or legal advice, and the employer is encouraged to consult with its tax and legal counsel concerning such matters.
- As described in the Master Plan Document, RHS has the authority to amend and revise the Master Plan Document and will inform the employer of any amendments or revisions.

Any modification or amendment to this agreement (including the Employer Application Form and any other attachments) will constitute an amendment to the plan. All employer modifications or amendments must be provided to Redwood Health Services before they can become effective. The employer's ability to modify or amend this agreement and the plan is limited by the rules and requirements of the Master Plan Document.

IN WITNESS WHEREOF, the parties have signed this agreement to be effective as first written above.

	Redwood Health Services
Employer	
	John W. Nacol
Employer Administrator	RHS Administrator
	Chief Executive Officer
Title	Title
	
Signature	Signature
	July7, 2025
Date	Date

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B

GUSTINE UNIFIED SCHOOL DISTRICT

Meeting of the Board of Trustees
MEETING DATE:
August 12, 2026

AGENDA ITEM TITLE: Agreement with Gingerich Insurance Solutions, Inc.

AGENDA SECTION: Action

PRESENTED BY: Dr. Bryan Ballenger, Superintendent

RECOMMENDATIONS:
It is recommended that the Board of Trustees approve the Agreement with Gingerich Insurance Solutions, Inc.

SUMMARY:

The agreement with TD Gingerich Insurance Solutions, Inc. (GIS) is to provide administration, brokerage, and support services for the District's employee health and welfare program beginning October 1, 2026.

Services will include management and ongoing administration of the employee health and welfare program, annual open enrollment support, quarterly reviews with District administration, annual comparisons of carrier premiums and benefit plans, online enrollment services, a dedicated representative for enrolled employees and their dependents, and an employee wellness program with incentives.

The District will compensate GIS at a rate of $50 per enrolled employee per month, regardless of the number of dependents covered. This rate will remain in effect from October 1, 2026, through September 30, 2029. The agreement may be terminated by either party with 30 days' written notice.

FISCAL IMPACT: Covered by Insurance Premiums

BUDGET CATEGORY: None

Agreement for Services

This Agreement for services is made and entered into as of the day of , by and between Gustine Unified School District, having offices at 1500 Meredith Ave, Gustine, California 95322, for itself and its Named Insureds (hereinafter collectively referred to as "Client"), and TD Gingerich Insurance Solutions, Inc. and its subsidiaries (hereinafter referred to as "GIS"). Named Insureds shall be defined as those entities set forth on policies of insurance covered by this Agreement.

Client has requested GIS to perform certain services (the "Services") described in Schedule A attached hereto. GIS has agreed to render such Services to Client on the terms and conditions set forth below, and GIS and Client agree it would be to their mutual advantage to execute this Agreement and thereby define the terms and conditions which shall control the rendering of Services to Client by GIS.

Now, therefore, in consideration of the premises and the covenants and agreements herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Confidentiality. GIS and the Client agree that all such Proprietary Information exchanged during the performance of Services under this Agreement shall remain the sole and separate property of the party providing the same, subject to the terms and conditions set forth herein. Proprietary Information includes, without limitation, all information concerning the identities, needs, expirations, policies, or purchasing habits of the Client, all business systems, financial data, computer data or processes, forms appraisals, loss experience, other similar data and other business records; provided, however, such Proprietary Information shall not include information that is in the public domain or is readily available or accessible to the public.

GIS and the Client agree that all such Proprietary Information shall not be disclosed, communicated or otherwise transferred or made available to unrelated third parties without the prior written consent of the party whose Proprietary Information is being shared, except for those employees, agents, representatives and permitted assigns with a reasonable need to know such Proprietary Information to facilitate the performance of services hereunder. Notwithstanding any term or condition herein to the contrary, each party understands and agrees that upon receipt by Client of a request under the California Public Records Act (Government Code section 7920.000 et. seq.) or upon receipt by either party of an order from a court of competent jurisdiction or a lawfully issued subpoena, the restrictions set forth herein shall not prohibit the receiving party of such order from compliance with any such order or disclosure obligation. The confidentiality provisions set forth herein shall survive the termination of the Agreement.

2. Term and Termination. This Agreement will become effective 12:01 a.m. on the date following approval of the fully executed Agreement by Client's Board of Trustees and shall remain in effect unless canceled by either party upon thirty (30) days prior written notice of

said cancellation, except in the case of nonpayment. Upon cancellation or expiration of the term of this Agreement, no further Services will be provided by GIS to Client except those Services deemed necessary in the sole discretion of GIS to complete the existing Services provided to Client by GIS during the term of the Agreement.

3. Assignment. This Agreement may not be assigned by GIS without the prior written consent of Client and shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Nothing in the Agreement is intended to nor shall confer upon any person or legal entity other than Client or GIS and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

4. Compensation. In compensation for the services provided by GIS as described in Schedule A of the Agreement, Client agrees to pay GIS a fee of $50 Per Employee Per Month ("PEPM") ("the fee"), for each employee enrolled in the employee health insurance plan serviced by GIS. This fee shall be charged regardless of how many dependents are enrolled on an individual's employee health plan.

This fee is charged in lieu of a commission percentage based on the amount of insurance premium sold. The fee shall be GIS' sole and exclusive compensation for its services.

The amount of the fee shall remain in effect for a total of thirty-six (36) consecutive months, three (3) years, starting on October 1st, 2026 (10/01/2026) through September 30, 2029 (09/30/2029.)

Should Client continue with GIS' services per the terms of this Agreement beyond September 30, 2028, on October 1, 2029 (10/01/2029) the fee will stay $50 PEPM regardless of how many dependents are enrolled on an employee's health plan and shall stay in effect for a subsequent period of thirty-six (36) months until September 30, 2032. After this second period of thirty-six (36) months, GIS and Client may agree to a new term as long as both parties agree.

5. Business Responsibility. All Services hereunder shall be provided by GIS to Client in accordance with applicable industry standards and applicable laws and regulations. GIS shall have a duty of good faith and fair dealing with respect to Client and shall use reasonable care, skill, diligence and judgment with respect to Client and the services provided by GIS to Client, but shall not be considered to be in a fiduciary relationship with Client. GIS shall keep Client informed of any material facts concerning the employee health benefit plan and shall seek Client's approval prior to taking any action that may bind, or reasonably be perceived to bind, Client with any third party, including without limitation, health insurance carriers.

6. Final Agreement and Jurisdiction. This Agreement represents the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, supersedes all prior negotiations between such parties, and cannot be amended, supplemented, or modified except by an agreement in writing signed by the party or parties against whom enforcement is sought and making specific reference to in this Agreement. In the event any one or more of the provisions contained in this Agreement, or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining

provisions of the Agreement and any other application thereof shall not in any way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of California

7. Execution by Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument.

8. Notice. Any notice by either party to the other party shall be deemed served effective (i) upon delivery, if personally delivered, (ii) upon delivery to Federal Express or other similar courier service, marked for next day delivery, addressed as set forth below, (iii) upon receipt if sent by registered or certified mail, return receipt requested, addressed as set forth below. The notice addresses of the parties are:

If to Client:

Gustine Unified School District
Attn: Superintendent
1500 Meredith Ave.
Gustine, California 95322

If to GIS:
David Gingerich
817 Coffee Road Suite C2
Modesto, California 95355

The customary registered/certified receipt or Federal Express or other courier receipt shall be evidence of such notice. Either party hereto may change the name and address of the designee to whom their notice shall be sent by giving written notice of such change to the other party hereto in the manner above provided, at least ten (10) days prior to the effective date of such notice.

9. This Agreement shall not become effective or binding upon the District unless and until its approval by the Client's Governing Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

TD Gingerich Insurance Solutions ("GIS")
GIS, Inc.

By:_____

Gustine Unified School District ("Client")

By:_____

Printed Name & Title:

_____

_____

Date:_____

Printed Name & Title:

_____

_____

Date:_____

Schedule A – Description of Services

For purposes of this Agreement, the Services provided shall include the following:

• Managing the administration of the employee health insurance plan consistent with Client direction.

• Ongoing and continual servicing of the employee health insurance plan, including setting up and conducting the annual open enrollment period, including any other services related to the conduct of open enrollment.

• Quarterly reviews with Client's management team.

• Annual carrier premium and plan comparisons.

• A dedicated account representative available to all employees and their dependents of Client who are enrolled in the employee health insurance plan through Gingerich Insurance Solutions.

• Providing access to all plan participants to online enrollment software for plan selection and management.

• Employee Wellness Program with reward incentives.