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MADERA UNIFIED SCHOOL DISTRICT
Every Child, Every Day, Whatever it Takes!

Board of Trustees Meeting
AGENDA

Regular Meeting

Tuesday, November 13, 2012

Madera Unified School District Boardroom – 1902 Howard Road, Madera, California 93637

5:30 PM – Closed Session • 7:00 PM – Public Meeting

OUR MISSION

Highest Student Achievement
Orderly Learning Environment
Financially Sound and Effective Organization

The public is welcome to comment on any item listed on the Closed Session agenda immediately following the Call to Order of Public Meeting at 5:30 p.m.

1. **5:30 PM: Call to Order of Public Meeting** – Closed Session Immediately Convened
Public Hearing for visitors who wish to address the Board on Closed Session items: Fifteen minutes of this portion of the meeting are reserved for members of the public to address the Board on Closed Session items. Speakers seeking to comment on other items are requested to make those comments during the Public Comment portion of the meeting at 7:00 p.m. Speakers are limited to three (3) minutes. The School Board is prohibited by law from taking action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the School Board does not respond to public comment at this time. If you wish to address the Board, come to the microphone and state your name and address.
 - A. Personnel
 1. Public Employee Discipline/Dismissal/Release/Reassignment/Resignation (Government Code Section 54957, 54957.1)
 2. Public Employee Appointment/Employment—Staffing List (Government Code Section 54957)
 - B. Pupil Personnel Matters
 1. Student Hearings/Expulsions (Education Code 35146, 48900, 48918)
 - C. Conference With Labor Negotiator; District Representative: Tracie Green; Employee Organizations: MUTA, CSEA (Government Code section 54957.6)
 - D. Anticipated Litigation pursuant to subdivision (b) of Section 54954.9
 - E. Superintendent's Evaluation
 - F. PUBLIC EMPLOYMENT; Title: Superintendent (Discussion Only) (Government Code section 54957)
 - G. Adjournment of Closed Session

7:00 PM – Public Meeting Begins

2. **Reconvene Public Session**
3. **Pledge of Allegiance, Opening and Acknowledgement of Visitors and Media, Invocation, and Roll Call**
4. **Closed Session Reportable Actions** (Government Code Section 54957.1)
5. **Adoption of Agenda**
Action to add or delete items from any portion of the agenda or to discuss any consent agenda items must be taken prior to adoption of the agenda (Board Bylaw 9323.2).

6. **Student Board Representative Report**

Madera South High: Enrique Quintanilla

Madera High: Rida Qaiser

7. **Communications**

- A. Student and Staff Recognition
 - JBT FoodTech presentation to Madera Unified
 - City of Madera/Allied Waste presentation to Madera Unified
- B. Public Hearing for visitors who wish to speak on a subject not on the board agenda. Fifteen minutes of this portion of the meeting are reserved for members of the public to address the Board on items not listed on the agenda and within the jurisdiction of the School Board. Speakers are limited to three (3) minutes. If the subject is an item on the Agenda, the Board President has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The School Board is prohibited by law from taking action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the School Board does not respond to public comment at this time. If you wish to address the Board, come to the microphone and state your name and address.

8. **Consent Agenda**

Items listed under the consent agenda are considered to be routine and are acted on by the Board of Trustees in one motion. There is no discussion of these items prior to the Board vote unless a member of the Board or staff requests specific items be considered and discussed separately and/or removed from the Consent Agenda prior to the adoption of the Agenda. It is understood that the Administration recommends approval on all consent items. Each item on the consent agenda approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

- A. Routine Business Transactions, Annual Renewal of Programs, Bids, Agreements, Notices of Public Hearings, and Proclamations:
 1. Request Approval of Regular Board Meeting Minutes of October 23, 2012
[Board Minutes October 23 2012](#)
 2. Request Adoption of Resolution No. 18-2012/13 Notice of Action on Claim of Anthony Lopez, a Minor Child and Philip Souren Setrakian, Attorney at Law
[Agenda Item Cover](#)
[Resolution No. 18-2012/13](#)
 3. Request Adoption of Resolution No. 19-2012/13 September 30, 2012 Budget & Expense Transfer Report

Audio File No. 8 – 2012/13

[Resolution No. 19-2012/13 September 30, 2012 Budget & Expense Transfer Report](#)

4. Request approval to award RFP #092412 and contract with TransTraks for a Transportation Management Information System.
[Agenda Item Cover](#)
[Recap of Process](#)
5. Request approval to award RFP #092812 and contract with California Consulting, LLC for grant writing services.
[Agenda Item Cover](#)
[California Consulting Proposal](#)
6. Request approval to submit the 2013-14 Continued Funding application to Child Development Division, California Department of Education.
[Agenda Item Cover](#)
[Continued Funding Application](#)
7. Request approval of Consultant Agreement Contract between Madera Unified School District (MUSD)/Jack G. Desmond Middle School and RefPay.com, a business entity providing payment services to sports officials in the central San Joaquin Valley, California for the 2012-2013 school year with an automatic termination on June 7th, 2013.
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9. Request approval of Consultant Agreement Contract between Madera Unified School District (MUSD)/Thomas Jefferson Middle School and RefPay.com, a business entity providing payment services to sports officials in the central San Joaquin Valley, California for the 2012-2013 school year with an automatic termination on June 7th, 2013.
[Agenda Item Cover](#)
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10. Request approval of Consultant Agreement Contract between Madera Unified School District (MUSD)/Madera High School and RefPay.com, a business entity providing payment services to sports officials in the central San Joaquin Valley, California for the 2012-2013 school year with an automatic termination on June 7th, 2013.
[Agenda Item Cover](#)
[Consultant Agreement](#)
11. Request approval of Consultant Agreement Contract between Madera Unified School District (MUSD)/Madera South High School and RefPay.com, a business entity providing payment services to sports officials in the central San Joaquin

Audio File No. 8 - 2012/13

Valley, California for the 2012-2013 school year with an automatic termination on June 7th, 2013.

[Agenda Item Cover](#)
[Consultant Agreement](#)

12. Request Approval of Contract between Madera Unified School District and Stanislaus County Office of Education to provide English as a Second Language classes for two Migrant Head Start Centers
[Agenda Item Cover](#)
[Contract](#)
13. Request approval to award Two (2) High Roof Cargo Vans Bid #102912.
[Agenda Item Cover](#)
[Bid Form for Cargo Vans #102912](#)
14. Request Approval of Miscellaneous Donations: \$93.00 donation to La Vina School by the La Vina Parent Club; 5 used ultrasound machines (\$20,205 value) to MHS ROP and Athletic Rehab Program by Madera Community Hospital; \$174.00 donation to Pershing Elementary School by PG&E; \$272.00 donation to Desmond Middle School by PG&E; 1950's Farmall 400 Antique Tractor to MSHS Agriculture Department by Franklina Bogan; and \$1,000 donation to Alpha Elementary School by Roll Giving & Paramount Community Giving at the request of Raudel O. Munoz
[Agenda Item Cover](#)
15. Request Approval of the Racket Sports Club at Thomas Jefferson Middle School
[Agenda Item Cover](#)
[Request for Organizing a New Club](#)
[Racket Sports Club Constitution](#)
16. Request approval of revised Services Agreement between Madera Unified School District and Educational Resource Consultants (ERC) to assist in the preparation of grant proposals to California Department of Education for the period of October 9, 2012 through grant submission
[Agenda Item Cover](#)
[Services Agreement](#)
17. Request Approval of September 30, 2012 Financial Report
[Agenda Cover and Financial Report September 30, 2012](#)
- B. Human Resources Items
 1. Request Approval of Staffing & Coaches Lists
[Staffing List 11-13-12](#)
[Coaches List 11-13-12](#)
 2. Request Approval of Valenzuela/CAHSEE Lawsuit Settlement Quarterly Reports on Williams Uniform Complaints for April-September 2012
[Agenda Item Cover - Williams Quarterly Reports](#)
[Quarterly Report April-June 2012](#)
[Quarterly Report July-Sept 2012](#)
- C. Field Trip/Employee Conference Requests
 1. Field Trips 11/13/12

[Student Overnight or Out of State Field Trips](#)

9. Old Business

- A. Second Reading and Request Approval of Revised Board Policy and Administrative Regulation

[Agenda Item Cover BP AR 1312.3](#)

[Board Policy 1312.3](#)

[Administrative Regulation 1312.3](#)

10. New Business

- A. The Governing Board is requested to adopt the findings, conclusions and recommendations related to the possible expulsion or readmission of pupils as these are presented to the board in one or more of the following forms of documentation:
- Reports(s) of Administrative hearing Panel(s)
 - Expulsion Status Review Report(s) by the Superintendent's Designee
 - Stipulated Expulsion Agreement(s)

The Governing Board is also requested to issue orders consistent with the above referenced findings, conclusions and recommendations related to the possible expulsion or readmission of pupils in the cases of the following students, herein identified by their district-assigned identification numbers: 997575, 603339, 301315, 16011, 20293, 15415, 996236, 7052, 8972, 302025, 20345, A-2011/12, T-2010/11, 16622, 503114, 301329, 303571, 401765, 301394, 5153, 1001503, 16544, 403393 and 1004857.

[Agenda Item Cover](#)

- B. Request Approval of Commercial Warrant Listing

[Agenda Item Cover and Warrant Listing](#)

11. Information and Reports

- A. Educational Services Report
- FFA Program Annual Report
- B. Business and Operations Update
- Energy Conservation - Accomplishments
 - Budget Update
- C. Human Resources
- D. Superintendent's Time

12. Announcements

13. Miscellaneous

- A. Board Member Committee and Information Reports

14. Advanced Planning

Next Regular Board Meeting

Audio File No. 8 – 2012/13

Tuesday, December 11, 2012 7:00 p.m.

Madera Unified School District Boardroom – 1902 Howard Road, Madera, California 93637

15. Suggested Future Agenda Items

16. Adjournment

Board Room Accessibility: The Madera Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation to participate in the public meeting, please contact the Office of the Superintendent at 559-675-4500 extension 220 at least 48 hours before the scheduled Board of Trustees meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132).]

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 23RD DAY OF OCTOBER, 2012**

The Board of Education of the Madera Unified School District convened in a **Regular Board Meeting** in the Madera Unified School District Boardroom, 1902 Howard Road, Madera, California on **Tuesday, October 23, 2012**, at 5:30 p.m.

ROLL CALL

Ricardo Arredondo, President
Michael Salvador, Clerk

Lynn Cogdill, Trustee
Robert E. Garibay, Trustee
Jose Rodriguez, Trustee
Ray G. Seibert, Trustee
Maria Velarde-Garcia, Trustee

Caitlin Martinez, Student Board Representative, Madera High School

Gustavo Balderas, Superintendent
Dr. Anthony Monreal, Deputy Superintendent
Deborah A. Wood, Associate Superintendent, Educational Services
Teri Bradshaw, Director, Fiscal Services
Tracie Green, Director, Human Resources
Robert Chavez, Chief Academic Officer
Janet Morgan, Senior Administrative Assistant
Gladys Wilson, Senior Administrative Assistant

Kent Albertson, Principal, Madera High School
Rosalind Cox, Director, Facilities & Planning and Purchasing
Joe Ayala, Network Administrator
Janet Grossnicklaus, Director of Curriculum, Instruction and Assessment
Paul van Loon, Director, Special Services and Student Services
Brett Moglia, Security Supervisor
Angel Vargas, District Interpreter
Linda Monreal, Principal, Lincoln Elementary
Curtis Mangaanan, Director, Maintenance & Operations
Kathleen Nekumanesh, Principal, Sierra Vista
Lisa Fernandez, Principal, Berenda Elementary
Sandon Schwartz, Principal, Madera South High School

Kathy Horn, MUTA President

There were approximately 60 visitors/District employees in attendance.

1. Call to Order of Public Meeting – Closed Session Immediately Convened

President Arredondo called the Public Session of the Board of Education to order at 5:30 p.m. President Arredondo opened the floor to public comment on any item listed on the Closed Session Agenda. Seeing no one come forward, President Arredondo adjourned to Closed Session pursuant to Government Code Sections 54957, 54957.1, and 54957.6, and Education Code Sections 35146, 44951, 48900, and 48918.

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 23RD DAY OF OCTOBER, 2012**

2. Reconvene Public Session/Call to Order Regular Meeting

3. Pledge of Allegiance, Opening, Acknowledgement of Visitors and Media, and Invocation

President Arredondo adjourned the Closed Session at 6:55 p.m. and reconvened the Regular Meeting by calling the Public Session to order at 7:05 p.m. President Arredondo welcomed the visitors and asked Clerk Salvador to lead the flag salute. President Arredondo asked Ms. Wilson to call the Roll of Trustees. President Arredondo explained the rules governing the Board meeting. The meeting was recorded on Audio File No. 7-2012/13.

4. Closed Session Reportable Actions (Government Code Section 54957.1)

Superintendent Balderas announced there were no reportable Closed Session actions.

5. Adoption of Agenda – Motion No. 50 -2012/13

President Arredondo stated that if the Board and/or Administration determined they wished to add to the Agenda under Miscellaneous Items, this would be the appropriate time.

- Superintendent Balderas requested that item 11D. be moved to item 11A.
- President Arredondo requested to pull item 8A. for separate discussion and vote.

It was moved by Clerk Salvador, seconded by Trustee Velarde-Garcia, and carried by majority to adopt the Agenda as amended.

Ayes:	Trustees Cogdill, Garibay, Rodriguez, Seibert, Velarde-Garcia, Clerk Salvador and President Arredondo
Noes:	None
Absent:	None
Abstained:	None

6. Student Board Representative Report

Kayla Martinez, acting Student Board Representative for Madera High School and Mr. Sandon Schwartz, principal, Madera South High School, each presented highlights of activities at their respective school sites.

7. Communications

7A. Student and Staff Recognition

- Play It Safe Poster Contest Winners – Sierra Vista Elementary
Mrs. Kathleen Nekumanesh, principal at Sierra Vista elementary presented her third grade students that won the contest at the Fresno County Fair.

7B. Public Hearing

President Arredondo opened the meeting for visitors to speak on a subject not on the Board Agenda.

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 23RD DAY OF OCTOBER, 2012**

- Sylviana Salisbury, 27404 Yosemite Springs, Coarsegold; stated that the certificated staff at James Monroe does not support the cap on health insurance.
- Kathy Horn, MUTA representative; expressed her desire to meet with Board members and Mr. Balderas to address questions on their position for Proposition 30 and other issues.
- Javier Ramos, 3311 Winter Way, stated his daughter is not allowed to ride the school bus because they live 1.9 miles away from the bus stop.
- Lisa Howery, teacher at Nishimoto, stated she had letters to deliver to Board members on behalf of the Nishimoto teaching staff regarding cap on health insurance.
- Ron Montoya, 1828 Pierce Lane, addressed Propositions 30, 31, 32. He also questioned the leadership at James Madison. He also mentioned the lack of musical instruments at this site .
- Maggie Lihosit, teacher at James Monroe, stated that she was not in favor of the cap on health insurance.

Seeing no others come forward, President Arredondo closed Public Comment.

8. Approval of Consent Agenda – Motion Nos. 51-52-2012/13

Document Numbers 118 -2012/13 through 128 -2012/13

Resolution Number 17- 2012/13

Staffing Changes, Exhibit B

Field Trip/Employee Conference Requests, Exhibit C

President Arredondo opened the item for public comment. Seeing no one come forward, President Arredondo returned the item to the Board for questions and comments prior to calling for a motion.

It was moved by Trustee Garibay, seconded by Trustee Seibert, and unanimously carried to approve the Consent Agenda.

Ayes: Trustees Cogdill, Garibay, Rodriguez, Seibert, Velarde-Garcia, Clerk Salvador and President Arredondo

Noes: None

Absent: None

Abstained: None

8A. Routine Business Transactions, Annual Renewal of Programs, Bids, Agreements, Notices of Public Hearings, and Proclamations:

8A1. Approval of Regular Board Meeting Minutes of October 9, 2012

8A2. Adoption of Resolution No.17-2012/13: August 31, 2012 Budget & Expense Transfer Report

Ayes: Trustees Cogdill, Garibay, Rodriguez, Seibert, Velarde-Garcia, Clerk Salvador and President Arredondo

Noes: None

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 23RD DAY OF OCTOBER, 2012**

Absent: None
Abstained: None

RESOLUTION NO. 17-2012/13

- 8A3.** Approval of the new Key Club at Madera South High School
DOCUMENT NO. 118-2012/13
- 8A4.** Approval of the Spanish Indigenous Club at Madera South High School
DOCUMENT NO. 119-2012/13
- 8A5.** Approval of the Alfred Society Club at Madera South High School
DOCUMENT NO. 120-2012/13
- 8A6.** Approval of Change Order #1 for the MSHS Paving Project
DOCUMENT NO. 121-2012/13
- 8A7.** Approval of the individual Single Plan for Student Achievement (SPSA) for Lincoln Elementary and Furman High School for the 2012-13 school year starting on August 1, 2012-June 30, 2013
DOCUMENT NO. 122-2012/13
- 8A8.** Approval to award RFP #080612 and contract with Paradigm Healthcare Services for Medi-Cal Administrative Activities (MAA) billing services

President Arredondo advised he must recuse himself due to a conflict of interest and handed the gavel to Clerk Salvador prior to leaving the room.

Clerk Salvador opened the floor for public comment. Seeing no one come forward, Clerk Salvador closed the floor to public comment and returned the item to the Board for questions and comments prior to calling for a motion.

It was moved by Trustee Velarde-Garcia, seconded by Trustee Seibert, and carried by majority to adopt the Agenda as amended.

Ayes: Trustees Cogdill, Garibay, Rodriguez, Seibert, Velarde-Garcia, Clerk Salvador
Noes: None
Absent: None
Abstained: None
Recused: President Arredondo

MOTION NO. 52-2012/13
DOCUMENT NO. 123-2012/13

- 8A9.** Approval of August 31, 2012 Financial Report
DOCUMENT NO. 124-2012/13
- 8A10.** Approval of August 31, 2012 Student Body Statement of Club Trust Accounts
DOCUMENT NO. 125-2012/13

8B. Human Resources Items

- 8B1.** Approval of Staffing List
DOCUMENT NO. 126-2012/13
- 8B2.** Approval of Classified Job Description: Data Technician
DOCUMENT NO. 127-2012/13

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 23RD DAY OF OCTOBER, 2012**

8C. Field Trip/Employee Conference Requests

8C1. Approval of Field Trip/Employee Conference Requests

DOCUMENT NO. 128-2012/13

9. Old Business

9A. Approval of Revised Board Policies and Administrative Regulations: BP 3511.1 Integrated Waste Management; AR 3511.1 Integrated Waste Management; AR 3550 Nutrition Standards for School Meals

President Arredondo opened the item for public comment. Seeing no one to come forward, President Arredondo returned the item to the Board for questions and comments prior to calling for a motion.

It was moved by Trustee Salvador, seconded by Trustee Velarde-Garcia, and unanimously carried to approve the Revised Board Policies and Administrative Regulations: BP 3511.1 Integrated Waste Management; AR 3511.1 Integrated Waste Management; AR 3550 Nutrition Standards for School Meals

Ayes: Trustees Cogdill, Garibay, Rodriguez, Seibert, Velarde-Garcia, Clerk Salvador and President Arredondo
Noes: None
Absent: None
Abstained: None

MOTION NO. 53-2012/13
DOCUMENT NO. 129-2012/13

9B. Approval of Revised Board Policy and Administrative Regulation 6178 (BP/AR 6178) Instruction - Career Technical Education

President Arredondo opened the item for public comment. Seeing no one to come forward, President Arredondo returned the item to the Board for questions and comments.

It was moved by Trustee Garibay, seconded by Clerk Salvador, and unanimously carried to approve the Revised Board Policy and Administrative Regulation 6178 (BP/AR 6178) Instruction - Career Technical Education

Ayes: Trustees Cogdill, Garibay, Rodriguez, Seibert, Velarde-Garcia, Clerk Salvador and President Arredondo
Noes: None
Absent: None
Abstained: None

MOTION NO. 54-2012/13
DOCUMENT NO. 130-2012/13

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 23RD DAY OF OCTOBER, 2012**

9C. Approval of New/Revised/Deleted Board Policies and Administrative Regulations

President Arredondo opened the item for public comment. Seeing no one to come forward, President Arredondo returned the item to the Board for questions and comments prior to calling for a motion.

It was moved by Trustee Salvador, seconded by Trustee Seibert, and unanimously carried to approve the New/Revised/Deleted Board Policies and Administrative Regulations

Ayes: Trustees Cogdill, Garibay, Rodriguez, Seibert, Velarde-Garcia, Clerk Salvador and President Arredondo
Noes: None
Absent: None
Abstained: None

MOTION NO. 55-2012/13
DOCUMENT NO. 131-2012/13

9D. Approval of Revised Board Bylaw BB 9270 Conflict of Interest

President Arredondo opened the item for public comment. Seeing no one to come forward, President Arredondo returned the item to the Board for questions and comments prior to calling for a motion.

It was moved by Trustee Seibert, seconded by Trustee Velarde-Garcia, and unanimously carried to approve the Revised Board Bylaw BB 9270 Conflict of Interest

Ayes: Trustees Cogdill, Garibay, Rodriguez, Seibert, Velarde-Garcia, Clerk Salvador and President Arredondo
Noes: None
Absent: None
Abstained: None

MOTION NO. 56-2012/13
DOCUMENT NO. 132-2012/13

10. New Business

10A. First Reading of Revised Board Policy and Administrative Regulation

President Arredondo introduced the Board Policy and Administrative Regulation 1312.3 and explained that this is mandated by the California Department of Education and will be brought back to the board for Second Reading. Superintendent Balderas recommended the First Reading of this item. President Arredondo opened the item for public comment.

- Kathy Horn, MUTA representative, asked that these policies and regulations be made available to staff. She wants printed copies for review in the office in English and in Spanish.

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 23RD DAY OF OCTOBER, 2012**

- Mr. Balderas explained the procedures for complaints and also mentioned it is available at all school sites.

Seeing no others come forward, President Arredondo closed public comment and returned the item to the Board for questions and comments.

- 10B.** Approval to apply for 21st Century Grant for Madera High, Madera South, Eastin Arcola, Adams, Alpha, Berenda, Howard, Lincoln, Millview, Monroe, Nishimoto, Parkwood, Sierra Vista and Thomas Jefferson.

President Arredondo introduced this item and opened it for public comment. Seeing no one come forward, President Arredondo closed public comment and returned the item to the Board for questions and comments.

Mr. Robert Chavez, Chief Academic Officer gave a brief description of the program and was available to answer questions from the Board prior to President Arredondo calling for a motion.

It was moved by Clerk Salvador, seconded by Trustee Rodriguez, and unanimously carried to approve the 21st Century Grant for Madera High, Madera South, Eastin Arcola, Adams, Alpha, Berenda, Howard, Lincoln, Millview, Monroe, Nishimoto, Parkwood, Sierra Vista and Thomas Jefferson

Ayes: Trustees Cogdill, Garibay, Rodriguez, Seibert, Velarde-Garcia, Clerk Salvador and President Arredondo
Noes: None
Absent: None
Abstained: None

MOTION NO. 57-2012/13
DOCUMENT NO. 133-2012/13

- 10C.** Request approval of Services Agreement between Madera Unified School District and Educational Resource Consultants (ERC) to assist in the preparation of grant proposals to California Department of Education for the period of October 9, 2012 through grant submission

President Arredondo introduced this item and made available to the Board members an Amended Agreement to start services on October 24, 2012. President Arredondo opened the item for public comment.

- Kathy Horn, MUTA representative, stated that Madera Unified has talented staff that could write grants.

Seeing no others come forward, President Arredondo closed public comment and returned the item to the Board for questions and comments.

Mr. Robert Chavez, Chief Academic Officer gave a brief description of the program and was available to answer questions from the Board prior to President Arredondo calling for a motion.

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 23RD DAY OF OCTOBER, 2012**

It was moved by Trustee Garibay, seconded by Clerk Salvador, and unanimously carried to approve the Services Agreement between Madera Unified School District and Educational Resource Consultants (ERC) to assist in the preparation of grant proposals to California Department of Education for the period of October 24, 2012 through grant submission

Ayes: Trustees Cogdill, Garibay, Rodriguez, Seibert, Velarde-Garcia, Clerk Salvador and President Arredondo
Noes: None
Absent: None
Abstained: None

MOTION NO. 58-2012/13
DOCUMENT NO. 134-2012/13

- 10D.** Approval to Adopt the Findings, Conclusions and Recommendations related to the possible expulsion or readmission of pupils as these are presented to the Board in one or more of the following forms of documentation:
- Report(s) of Administrative Hearing Panel(s)
 - Expulsion Status Review Report(s) by the Superintendent's Designee
 - Stipulated Expulsion Agreement(s)

The Governing Board is also requested to issue orders consistent with the above referenced findings, conclusions and recommendations related to the possible expulsion or readmission of pupils in the cases of the following students, herein identified by their District-assigned identification numbers: 995320, 87586, 997484, 5440, 997174, 986945, 202429, 701422, 202653, 200080, 7116, and 201882.

President Arredondo opened the floor for public comment on this item.

- Margarita Sisen, 2550 Foxglove, stated she represented student ID #701422. She mentioned that parents of this student were not correctly informed of the procedures for expulsion.
- Mr. Balderas asked the parents to meet with him after the board meeting adjourns.

Seeing no others come forward President Arredondo closed the floor to public comment and returned the item to the Board for questions and comments prior to calling for a motion.

It was moved by Trustee Rodriguez, seconded by Trustee Seibert, and unanimously carried by majority to approve the findings, conclusions and recommendations as stated above.

Ayes: Trustees Garibay, Rodriguez, Seibert, Velarde-Garcia, Clerk Salvador and President Arredondo,
Noes: None
Absent: Trustee Cogdill (left room prior to vote)
Abstained: None

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 23RD DAY OF OCTOBER, 2012**

MOTION NO. 59-2012/13
CONFIDENTIAL DOCUMENT NO. 135-2012/13

10E. Approval of Commercial Warrant Listing

Exhibit A, Motion No. 60-2012/13, Document No. 136-2012/13

Trustee Garibay advised that he must recuse himself due to a conflict of interest. President Arredondo opened the floor for public comment on this item. Seeing no one come forward, President Arredondo closed the floor to public comment and returned the item to the Board for questions and comments prior to calling for a motion.

It was moved by Clerk Salvador, seconded by Trustee Velarde-Garcia, and unanimously carried by majority to approve the commercial warrant listing

Ayes:	Trustees Rodriguez, Seibert, Velarde-Garcia, Clerk Salvador and President Arredondo
Noes:	None
Absent:	Trustees Cogdill (left room prior to vote)
Abstained:	None
Recused:	Trustee Garibay

11. Information and Reports

11A. Superintendent's Time

○ **Upward Bound Presentation**

Mr. Balderas introduced the team of presenters for this presentation. Ms. Monica Cuevas, Dean of Students at SCCC, Madera Center; Dr. Diana Tapia, Director of Grant Writing at Reedley College, Martina Granados, California State University, Fresno, Guadalupe Garcia, Madera Center, Fernando Cardenas, CSU Fresno.

The team presented a video of a sample of high school students from MUSD that participate in this program and also explained the benefits for students and their families.

11B. Grant Writing Services

Rosalind Cox, Director of Facilities, Operations and Purchasing, presented Juan Garza II representative for California Consulting, LLC who gave a presentation and answered questions from the Board regarding grant writing services. This item will come back to the Board for approval at a future meeting.

11C. Educational Services Report

- Adequate Yearly Progress Report
Mrs. Janet Grossnicklaus, Director of Curriculum, Instruction and Assessment gave a detailed presentation and answered questions from the Board.
- Suspension Report
Mr. Paul van Loon, Director of Student Services and Special Services gave a

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 23RD DAY OF OCTOBER, 2012**

presentation and answered questions from the Board.

11D. Business and Operations Update

- Williams Visitation Report
Mr. Curtis Manganaan, Director of Maintenance and Operation presented a report from the Williams visiting team and answered questions from the Board.

12. Announcements

Trustee Cogdill announced the loss of Mr. Herman Mitchell and informed that there will be a viewing tomorrow between 4:00 -8:00 p.m. at Smith Manor.

President Arredondo announced the following:

- Fall Carnivals will be celebrated by Adams Elementary and La Vina Elementary on Friday, October 26th. Festivities at Adams get underway at 4:30 pm and La Vina at 5:00 pm. Berenda will celebrate their Fall Carnival on November 8th starting at 5:30 pm.
- Madera High School Drama will be presenting *Shakespeare Abridged* from October 24th through October 27th at 7:30 pm in the school cafeteria.
- A Board Workshop is scheduled for Tuesday, November 6th at 5:30 pm here in the Board Room.
- On November 7th, the Superintendent will be conducting a Community Listening Session at 6:00 pm in Thomas Jefferson's B.J. Robinson Gym.

13. Miscellaneous

A. Board Member Committee and Information Reports

- Trustee Seibert advised that he attended the CALSSAD Workshop in which the Common Core Materials was an item presented.
- Clerk Salvador informed that he attended the Facilities Planning meeting.

14. Advanced Planning

President Arredondo made the following announcement:

Next Regular Board Meeting

Tuesday, November 13, 2012 at 7:00 p.m.

Madera Unified School District Boardroom – 1902 Howard Road, Madera, CA 93637

15. Suggested Future Agenda Items

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 23RD DAY OF OCTOBER, 2012**

- Trustee Cogdill would like to have information on Sensitivity Training and Customer Service in MUSD in the Friday Update.
- Trustee Velarde-Garcia requested that information be sent to the Board on STEM and Science Technology in the Friday Update.
- President Arredondo requested to have an Annual Workshop to revisit board policies, conduct and board accountability in January 2013.

16. Adjournment – Motion No. 61-2012/13

President Arredondo adjourned the Public Session at 10:34 p.m.



Gladys Wilson, Senior Administrative Assistant
to the Superintendent and Board of Trustees

Dated: October 23, 2012

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 23RD DAY OF OCTOBER, 2012**

MINUTES OF October 23, 2012
MOTION NO. 51 and 52-2012/13 and MOTION NO. 60-2012/13
RESOLUTION NO. 17-2012/13
DOCUMENT NOs.118-2012/13 through 128-2012/13
and DOCUMENT NO. 136-2012/13

Recapitulation of Business Transactions and Warrants – Exhibit A NEW BUSINESS
Staff Changes and Coaches – Exhibit B CONSENT AGENDA

**EXHIBIT A – NEW BUSINESS
APPROVAL OF WARRANTS – MOTION NO. 60-2012/13
DOCUMENT NO. 136-2012/13**

BUSINESS TRANSACTIONS	
APPROVAL OF COMMERCIAL WARRANTS	
BOARD DATE: October 23, 2012	
FUND	AMOUNT
01 GENERAL FUND	\$856,812.30
11 ADULT EDUCATION	\$1,952.66
12 CHILD DEVELOPMENT	\$1,611.56
13 CAFETERIA	\$707,634.90
14 DEFERRED MAINTENANCE	\$61,058.97
15 PUPIL TRANS EQUIP	\$0.00
17 STONE SCHLRSHP TRUST	\$0.00
21 BUILDING FUND-BOND PROCEEDS 2003	\$0.00
25 DEVELOPERS' FEES	\$16,880.50
26 PRISON MITIGATION FEES	\$0.00
30 STATE SCHOOL BLDG	\$0.00
31 REFURBISHMENT	\$0.00
32 ROOF REPLACEMENT	\$0.00
35 COUNTY SCHOOL FACILITIES FUND	\$109,060.00
40 SPECIAL RESERVE	\$2,361.17
41 BUILDING FUND	\$0.00
42 AG FARM BUILDING FUND	\$0.00
43 C.O.P. SPEC. RESERVE	\$0.00
49 SPEC RESERVE/REDEV AGENCY	\$0.00
53 STATE SCH LOAN REPAY	\$0.00
54 LEASE/PUR OVERRIDE	\$0.00
56 C.O.P. DEBT SERVICE	\$0.00
67 INSURANCE RESERVE	\$0.00
73 MUSD TRUST FUND	\$0.00
74 ATHLETIC FUND	\$0.00
TOTAL ALL FUNDS	\$1,757,372.06
PAYROLL	
10/15/12 PAYROLL	(INCL'S PD BENEFITS)
01 GENERAL	\$0.00
11 ADULT EDUCATION	\$0.00
12 CHILD DEVELOPMENT	\$0.00
13 CAFETERIA	\$420.02
25 DEVELOPER FEES	\$0.00
35 SCHOOL FACILITIES FUND	\$0.00
74 ATHLETIC FUND	\$0.00
PAYROLL TOTAL ALL FUNDS	\$420.02
BY: LINDA WALL, ACCOUNTS PAYABLE	
10/22/2012	
BY: JANET PAVLOVICH, POSITION CONTROL	
10/31/2012	

<p align="center">MINUTE RECORD of Madera Unified School District Board of Education REGULAR BOARD MEETING HELD ON THE 23RD DAY OF OCTOBER, 2012</p>
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Items listed under the Consent Agenda are considered to be routine and are acted on by the Board of Trustees in one motion. There is no discussion of these items prior to the Board, staff, or the public request for specific items to be discussed and/or removed from the Consent Agenda. Each item on the Consent Agenda approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

EXHIBIT B – CONSENT AGENDA
CERTIFICATED HUMAN RESOURCES ITEMS
MOTION NO. 51 -2012/13
DOCUMENT 126-2012/13

CERTIFICATED LEAVES OF ABSENCE

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
None				

CERTIFICATED SEPARATIONS

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
None				

CERTIFICATED NEW POSITION

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
None				

CERTIFICATED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Elaine Liu	Coordinator of Special Services	Special Services	2012/2013	New Position (Special Ed. Funding)

CERTIFICATED OTHER

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
None				

<p align="center">MINUTE RECORD of Madera Unified School District Board of Education REGULAR BOARD MEETING HELD ON THE 23RD DAY OF OCTOBER, 2012</p>
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EXHIBIT B – CLASSIFIED HUMAN RESOURCES ITEMS
MOTION NO. 51 -2012/13
DOCUMENT 126-2012/13

CLASSIFIED LEAVES OF ABSENCE

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Lucia Santana	Paraprofessional Aide	Preschool	09/21/12-01/01/13	Personal Leave

CLASSIFIED SEPARATIONS

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Cathy Armentrout	CN Assistant I	Child Nutrition	09/15/12	Resignation
2. Richard Fernandez	Bus Driver	Transportation	09/24/12	Resignation

CLASSIFIED NEW POSITION

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
None					

CLASSIFIED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. Guadalupe Estrada	Clerk I	Preschool	2012/2013	3.00	Replacement
2. Angelica Solis	CN Assistant I	Child Nutrition	2012/2013	3.00	Replacement
3. Dominique Neri	CN Assistant I	Child Nutrition	2012/2013	3.50	Replacement
4. Brittany Garcia	CN Assistant I	Child Nutrition	2012/2013	3.00	Replacement
5. Joseph Correa	CN Assistant I	Child Nutrition	2012/2013	3.50	Replacement
6. Summerlyn Marquez	Cashier	Child Nutrition	2012/2013	3.50	Replacement
7. Gladys Wilson	Senior Administrative Asst. District (Superintendent)	District	2012/2013	8.00	Replacement

CLASSIFIED OTHER

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
None					

COACHES

1. See Attached List

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 23RD DAY OF OCTOBER, 2012**

**EXHIBIT B – HUMAN RESOURCES ITEMS – COACHES
MOTION NO. 51-2012/13
DOCUMENT 126-2012/13**

Last Name	First Name	Site	Sport	Year
Hinojos	Kelli	Pershing	Cross Country	2012/2013
Woods	Mike	Dixieland	Cross Country	2012/2013
Mckinney	Scott	MHS	Football	2012/2013
Low	Blaine	MHS	Football	2012/2013
Cunnings	Bonner	MHS	Football	2012/2013
Simons	Rayns	MHS	Football	2012/2013
Cordero	Dion	MHS	Football	2012/2013
DaSilva	Jimmy	MHS	Football	2012/2013
Eller	Dave	MHS	Football	2012/2013
Riche	Tim	MHS	Football	2012/2013
Coleman	Daryl	MHS	Football	2012/2013
Riche	Tim	MHS	Football	2012/2013
Hatfield	Kevin	MHS	Football	2012/2013
Cosgrove	Danny	MHS	Football	2012/2012
Mejia	Tim	MHS	Football	2012/2013
Kutz	Shawn	MHS	Football	2012/2013
Alvarez	German	MHS	Football	2012/2013
Smith	Joe	MHS	Football	2012/2013
Keune	Robyn	MHS	G. Volleyball	2012/2013
Salinas	Erica	MHS	G. Volleyball	2012/2013
Jefferson	Rhonda	MHS	G. Volleyball	2012/2013
Britton	Tammi	MHS	Gymnastics	2012/2013
Booth	Robert	MHS	Football	2012/2013
Giersch	Bernadette	MHS	Cheer Advisor	2012/2013
Hudson	Patrice	MHS	Cheer	2012/2013
Perkins	Crystal	MHS	Cheer	2012/2013
Day	Ashley	MHS	Cheer	2012/2013
Martines	Richard	MHS	B. Water Polo	2012/2013
Larrivee	Kevin	MHS	B. Water Polo	2012/2013
Baymiller	Eric	MHS	G. Water Polo	2012/2013
Tatro	Kevin	MHS	G. Water Polo	2012/2013
Dover	Coleen	MHS	G. Golf	2012/2013
Adams	Doug	MHS	G. Golf	2012/2013
Ramirez	Dave	MHS	G. Tennis	2012/2013
Brock	Jamie	MHS	G. Tennis	2012/2013
Stanford	Russ	MHS	Cross Country	2012/2013
Stanford	Maricela	MHS	Cross Country	2012/2013
Tackett	Mark	MHS	Cross Country	2012/2013

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 23RD DAY OF OCTOBER, 2012**

**EXHIBIT C – FIELD TRIPS/EMPLOYEE CONFERENCE REQUESTS
MOTION NO. 51-2012/13
DOCUMENT NO. 128-2012/13**

10/13/12 to 10/14/12	TJ	Cadaoas	Peer Helpers to Team Building Retreat 18 students—4 adults	Bass Lake, CA	\$0 Transportation \$750 Lodging	Peer Helpers Club	Personal Vehicles
11/30/12 to 12/1/12	MSHS	Gaeth- Pearce	Wrestling Team to Larry Nelson Classic 16 students—5 adults	Vacaville, CA	\$160 Transportation \$750 Lodging	MSHS Boosters MSHS Boosters	School Vans
12/20/12 to 12/23/12	MSHS	Gaeth- Pearce	Wrestling Team to Holiday Classic 16 students—5 adults	Visalia, CA	\$240 Transportation \$1500 Lodging	MSHS Boosters MSHS Boosters	School Vans
1/03/13 to 1/05/13	MSHS	Gaeth- Pearce	Wrestling Team to Doc Buchanan 16 students—5 adults	Clovis, CA	\$160 Transportation \$1500 Lodging	MSHS Boosters MSHS Boosters	School Vans
1/10/13 to 1/12/13	MSHS	Gaeth- Pearce	Wrestling Team to Kern County Invitational 16 students—5 adults	Bakersfield, CA	\$160 Transportation \$1500 Lodging	MSHS Boosters MSHS Boosters	School Vans
1/17/13 to 1/19/13	MSHS	Gaeth- Pearce	Wrestling Team to Mid Cals 16 students—5 adults	Gilroy, CA	\$160 Transportation \$1500 Lodging	MSHS Boosters MSHS Boosters	School Vans
1/25/13 to 1/26/13	MSHS	Gaeth- Pearce	Wrestling Team to Central Valley Invitational 16 students-5 adults	Visalia, CA	\$80 Transportation \$1500 Lodging	MSHS Boosters MSHS Boosters	School Vans
1/31/13 to 2/2/13	MSHS	Gaeth- Pearce	Wrestling Team to Mission San Jose Invitational 16 students—5 adults	Fremont, CA	\$160 Transportation \$1500 Lodging	MSHS Boosters MSHS Boosters	School Vans
2/22/13 to 2/23/13	MSHS	Gaeth- Pearce	Wrestling Team to Grand Masters 16 students—5 adults	Visalia, CA	\$80 Transportation \$750 Lodging	MSHS Boosters MSHS Boosters	School Vans
2/28/13 to 3/03/13	MSHS	Gaeth- Pearce	Wrestling Team to CA State Championships 16 students—5 adults	Bakersfield, CA	\$240 Transportation \$2000 Lodging	MSHS Boosters MSHS Boosters	School Vans



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Request Adoption of Resolution No. 18-2012/13
Notice of Action on Claim of Anthony Lopez, a Minor Child
and Philip Souren Setrakian, Attorney at Law

Responsible Staff: Dr. Anthony Monreal
Deputy Superintendent

Tracie Green
Director of Human Resources and Labor Relations

Agenda Placement: Consent

Background/ rationale:

This Notice of Action on Claim is a rejection for a Claim for Damages presented to Madera Unified School District by the above-captioned claimant on October 15, 2012 for alleged personal injury damages on May 2, 2012 while a student at Madera South High School.

Financial impact: To be determined

Superintendent's recommendation:

The Superintendent recommends approval of this resolution.

Supporting documents attached:

Resolution No. 18-2012/13—Notice of Action on Claim

**RESOLUTION NO. 18-2012/13
NOTICE OF ACTION ON CLAIM**

**To: Anthony Lopez, A Minor Child
 and Philip Souren Setrakian, Attorney at Law**

From: Madera Unified School District

Notice is hereby given that the Claim which you presented to the Madera Unified School District on October 15, 2012, was rejected.

WARNING

Subject to certain exceptions you have only six months from the date this Notice was personally delivered or deposited in the mail to file a state court action on this Claim. See Government Code Section 945.6.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

The foregoing Resolution No. 18-2012/13 was adopted this 13th day of November, 2012, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

PRESIDENT, Board of Trustees
Madera Unified School District

STATE OF CALIFORNIA)
) ss
COUNTY OF MADERA)

I, _____, Clerk of the Governing Board of the Madera Unified School District of Madera County, California, do hereby certify that the foregoing is a true and correct statement of the action taken by the Board on November 13, 2012.

CLERK, Board of Trustees
Madera Unified School District



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Adoption of Resolution #19-2012/2013: September 30, 2012
Budget and Expense Transfer Reports

Responsible Staff: Teri Bradshaw, Director of Fiscal Services

Agenda Placement: Consent

Background/ rationale:

During the month it became necessary to make budget and expense transfers in the normal operation of the District. The Budget and Expense Transfer reports aid the Board in making the necessary financial decisions to meet the goals of the District.

The budgetary transfers include updated information received regarding income and expense projections. The General Fund transfers represent minor adjustments made by principals and department heads within their accounts. All budgetary transfers are within budgeted amounts and fall within the parameters established by the Board.

Expense and loan transfers between funds represent the actual cash transfer activity between funds for supplies and services and temporary loans necessary for cash flow purposes.

Financial impact:

The budgetary transfer resolution represents a projected increase in income for all funds of \$434,083 and a projected increase in expense for all funds of \$547,712.

The expense and loan transfer resolution represents \$971,098.55 in expense transfers and \$200,000.00 loan transfers between funds.

Superintendent's recommendation:

Superintendent recommends adoption of this resolution.

Supporting documents attached:

Budgetary Transfers, Resolution #19-2012/2013
Income and Expense Budgetary Transfers, by Object, as of September 30, 2012
Interfund Expense and Loan Transfers, Resolution #19-2012/2013
Cash Transfer Activity September 1, 2012 to September 30, 2012

MADERA UNIFIED SCHOOL DISTRICT
Madera, California
BUDGETARY TRANSFERS RESOLUTION #19-2012/13

NOW, THEREFORE, BE IT RESOLVED that due to changes in priorities by various schools and departments (Support Services) the following Inter-budgetary and undistributed Reserve transfers from 09/01/12 to 09/30/12 are submitted for your approval:

(Worksheet 01)	FUND	07/01/12			Budget		September 30, 2012		Projected		Breakdown of Projected								
		Adjusted Beginning Balance	Previously Approved Revisions	Adjusted for Revisions	Apprvd to Date	INCOME	EXPENSE	Restatement Adjustments	Fund Balance Given all Revisions	*Non- Spendable	June 30, 2013 Fund Balance			***Unassigned (includes 3% REU)					
											Restricted	Committed	** Assigned						
01 General	\$	27,038,374	\$	(420,298)	\$	26,618,076	\$	392,124	\$	379,403	\$	26,630,797	558,824	-	-	3,705,204	22,366,769		
11 Adult Education		188,637		85,222		273,859		10,349		10,349		273,859	1,509	-	272,349	-	-		
12 Child Development		77,151		(77,151)		(0)		31,610		31,610		(0)	-	-	-	-	-		
13 Child Nutrition		6,731,909		(411,643)		6,320,266		-		-		6,320,266	303,531	6,016,735	-	-	-		
14 Deferred Maintenance		553,229		(279,918)		273,311		-		56,949		216,362	-	-	216,362	-	-		
17 Sp Reserve Other Than Capital Outlay		-		-		-		-		-		-	-	-	-	-	-		
21 Building Fund - Bond Proceeds		13,719,470		(10,711,640)		3,007,830		-		-		3,007,830	-	3,007,830	-	-	-		
25 Developer Fees		5,252,158		(655,027)		4,597,131		-		28,974		4,568,157	-	4,568,157	-	-	-		
27 Redevelopment Agency		392,103		-		392,103		-		-		392,103	-	392,103	-	-	-		
35 County School Facilities		3,927,428		(3,066,089)		861,339		-		-		861,339	-	861,339	-	-	-		
40 Special Reserve - Capital Outlay		972,467		(132,551)		839,916		-		40,427		799,489	-	799,489	-	-	-		
41 Special Reserve - Building		274,147		-		274,147		-		-		274,147	-	274,147	-	-	-		
56 Debt Service Fund		609,995		-		609,995		-		-		609,995	-	609,995	-	-	-		
73 Foundation Trust - Scholarship		76,941		(38,291)		38,650		-		-		38,650	-	38,650	0	-	-		
75 Foundation Trust - Memorial Schlrship		2,339		-		2,339		-		-		2,339	-	2,339	-	-	-		
TOTAL ALL FUNDS	\$	59,816,348	\$	(15,707,386)	\$	44,108,962	\$	434,083	\$	547,712	\$	-	\$	43,995,333	863,863	16,570,786	488,712	3,705,205	22,366,769
Stores, Revolving Cash, Prepaid Expenses																			
**G.A.S.B. 16 Vacation Accrual & 3% Reserve for Economic Uncertainties (REU)																			

*Stores, Revolving Cash, Prepaid Expenses **G.A.S.B. 16 Vacation Accrual & 3% Reserve for Economic Uncertainties (REU)

PASSED AND ADOPTED by the Governing Board of the Madera Unified School District this 13th day of November, 2012 by the following votes:

MADERA UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

AYES:

ABSENT:

NOES:

ABSTAINED:

ATTEST:

Gustavo Balderas, Superintendent

SEPTEMBER INCOME & EXPENSE BUDGETARY TRANSFERS
PERIOD ENDING 09/30/12

INCOME BUDGET TRANSFERS

Jrnl.	Description	Unrestr.	Restr.	Total							
				Fund 01	Fund 11	Fund 12	Fund 13	Fund 14	Fund 17	Fund 21	Fund 25
8010-8099	Revenue Limit Sources	-	-	-	-	-	-	-	-	-	-
8100-8299	Federal Revenues	-	(37,219)	(37,219)	-	-	-	-	-	-	-
8300-8599	Other State Revenues	14,608	122,222	136,830	-	-	-	-	-	-	-
8600-8799	Other Local Revenues	250,814	41,699	292,513	10,349	31,610	-	-	-	-	-
8910-8929	Interfund Transfers In	-	-	-	-	-	-	-	-	-	-
8930-8979	Other Sources	-	-	-	-	-	-	-	-	-	-
8980-8999	Contributions	-	-	-	-	-	-	-	-	-	-
SEPTEMBER TOTAL FR RESERVE				265,422	126,702	392,124	10,349	31,610	-	-	-
YEAR-TO-DATE TOTALS				(70,072)	6,676,768	6,606,696	93,369	66,759	48,377	-	4,438,556

EXPENSE BUDGETARY TRANSFERS

Jrnl.	Description	Unrestr.	Restr.	Total	Fund 01	Fund 11	Fund 12	Fund 13	Fund 14	Fund 17	Fund 21	Fund 25
1000-1999	Certificated Salaries	3,122	54,808	57,930	(20,427)	17,001	-	-	-	-	-	-
2000-2999	Classified Salaries	1,429	15,481	16,910	8,125	(23,108)	-	-	-	-	-	4,426
3000-3999	Employee Benefits	1,996	3,285	5,281	(4,944)	36,416	-	-	-	-	-	574
4000-4999	Books and Supplies	(9,302)	(716,497)	(725,799)	8,775	171	-	-	7,883	-	-	-
5000-5999	Services, Other Operating Expenses	(332,131)	766,779	434,648	18,539	1,130	-	-	12,616	-	-	6,647
6000-6999	Capital Outlay	29,559	(5,449)	24,110	-	-	-	-	36,450	-	-	17,327
7100-7299	Other Outgo	-	-	-	-	-	-	-	-	-	-	-
7300-7399	Direct Support/Indirec Costs	588	(869)	(281)	281	-	-	-	-	-	-	-
7431-7439	Uses (Debt Service Payments)	566,604	-	566,604	-	-	-	-	-	-	-	-
7610-7629	Interfund Transfers Out	-	-	-	-	-	-	-	-	-	-	-
SEPTEMBER TOTAL FR RESERVE				261,865	117,538	379,403	10,349	31,610	56,949	-	-	28,974
YEAR-TO-DATE TOTALS				589,158	6,425,115	7,014,273	8,147	143,910	460,020	336,867	-	15,150,196
												684,001

SEPTEMBER INCOME & EXPENSE BUDGETARY TRANSFERS
PERIOD ENDING 09/30/12

INCOME BUDGET TRANSFERS

Jrnl.	Description	Unrestr.	Restr.	Fund 27	Fund 35	Fund 40	Fund 41	Fund 56	Fund 73	Fund 75	Total
8010-8099	Revenue Limit Sources	-	-	-	-	-	-	-	-	-	-
8100-8299	Federal Revenues	-	(37,219)	-	-	-	-	-	-	-	(37,219)
8300-8599	Other State Revenues	14,608	122,222	-	-	-	-	-	-	-	136,830
8600-8799	Other Local Revenues	250,814	41,699	-	-	-	-	-	-	-	334,472
8910-8929	Interfund Transfers In	-	-	-	-	-	-	-	-	-	-
8930-8979	Other Sources	-	-	-	-	-	-	-	-	-	-
8980-8999	Contributions	-	-	-	-	-	-	-	-	-	-
SEPTEMBER TOTAL FR RESERVE											
		265,422	126,702	-	-	-	-	-	-	-	434,083
YEAR-TO-DATE TOTALS											
		(70,072)	6,676,768	-	15,150,196	-	-	-	-	-	26,403,953

EXPENSE BUDGETARY TRANSFERS

Jrnl.	Description	Unrestr.	Restr.	Fund 27	Fund 35	Fund 40	Fund 41	Fund 56	Fund 73	Fund 75	Total
1000-1999	Certificated Salaries	3,122	54,808	-	-	-	-	-	-	-	54,504
2000-2999	Classified Salaries	1,429	15,481	-	-	-	-	-	-	-	6,353
3000-3999	Employee Benefits	1,996	3,285	-	-	-	-	-	-	-	37,327
4000-4999	Books and Supplies	(9,302)	(716,497)	-	-	-	-	-	-	-	(708,970)
5000-5999	Services, Other Operating Expenses	(332,131)	766,779	-	-	4,933	-	-	-	-	478,513
6000-6999	Capital Outlay	29,559	(5,449)	-	-	35,494	-	-	-	-	113,381
7100-7299	Other Outgo	-	-	-	-	-	-	-	-	-	-
7300-7399	Direct Support/Indirect Costs	588	(869)	-	-	-	-	-	-	-	-
7431-7439	Uses (Debt Service Payments)	568,604	-	-	-	-	-	-	-	-	566,604
7610-7629	Interfund Transfers Out	-	-	-	-	-	-	-	-	-	-
SEPTEMBER TOTAL FR RESERVE											
		261,865	117,538	-	-	40,427	-	-	-	-	547,712
YEAR-TO-DATE TOTALS											
		589,158	6,425,115	-	18,216,285	172,978	-	-	38,291	-	42,224,968

MADERA UNIFIED SCHOOL DISTRICT
Expense and Loan Transfers Between Funds
Resolution #19 -2012/13

NOW, THEREFORE, BE IT RESOLVED that due to changes in priorities by various schools and departments, the following expense transfers and loans made between funds from 09/01/12 to 09/30/12 are submitted for approval:

Fund Totals	Debit	Credit	Difference
01 - General Fund	\$ 5,921.35	\$ 200,058.20	\$ (194,136.85)
11 - Adult Education		739.24	(739.24)
12 - Child Development	200,000.00	1,799.44	198,200.56
13 - Cafeteria		3,382.67	(3,382.67)
21 - Building Fund - Bond Proceeds			-
25 - Capital Facility/Developer Fees	58.20	630,649.00	(630,590.80)
27 - Redevelopment Agency		334,470.00	(334,470.00)
35 - County School Facilities Fund			-
56 - Debt Service Fund	965,119.00		965,119.00
Grand Total	\$ 1,171,098.55	\$ 1,171,098.55	\$ -

PASSED AND ADOPTED by the governing board of the Madera Unified School District this 13th day of November, 2012 by the following votes:

MADERA UNIFIED SCHOOL DISTRICT
 BOARD OF TRUSTEES

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

 Gustavo Balderas, Superintendent

Madera Unified School District

October 31, 2012 11:48 am

Cash Transfer Activity
09/01/2012 to 09/30/2012
 Journal SE to WR

Page 1 of 2

Journal No.	Description	Date	Debit	Credit
SE50	Stock Expenditure	09/04/2012		
	01 - General Fund			58.20
	25 - Capital Fac/Developer Fees		58.20	
SE65	Stock Expenditure	09/17/2012		
	01 - General Fund		379.84	
	13 - Cafeteria			379.84
SE72	Stock Expenditure	09/24/2012		
	01 - General Fund		36.76	
	13 - Cafeteria			36.76
TF16	due to/from	09/12/2012		
	01 - General Fund			200,000.00
	12 - Child Development		200,000.00	
TF17	Manual Cash Transfer (Interfund) Journal Entry	09/20/2012		
	01 - General Fund		614.22	
	11 - Adult Education			499.22
	12 - Child Development			115.00
TF18	PrintShop Transfers	09/20/2012		
	01 - General Fund		39.50	
	13 - Cafeteria			39.50
TF19	Retiree H&W Missing on Supplemental and Mid Month Payrolls Funds 11 thru 35	09/27/2012		
	01 - General Fund		76.95	
	11 - Adult Education			22.92
	12 - Child Development			54.03
TF20	August-September Work Order Transfer fr Juliet to Smarte	09/24/2012		
	01 - General Fund		4,774.08	
	11 - Adult Education			217.10
	12 - Child Development			1,630.41
	13 - Cafeteria			2,926.57
TF24	September Interfund Transfer	09/30/2012		
	25 - Capital Fac/Developer Fees			630,649.00
	27 - Redevelopment Agency			334,470.00
	56 - Debt Service Fund		965,119.00	



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Request approval to award RFP #092412 and contract with TransTraks for a Transportation Management Information System.

Responsible Staff: Rosalind Cox, Facilities Planning & Construction Mgmt./Purchasing
Ted Newton, Transportation

Agenda Placement: Consent

Background/ rationale:

A Request for Proposals for a Transportation Management Information System was issued by the District. The District received 3 proposals. Each vendor held an on-site demonstration. Staff discussed and ranked each vendor.

Staff requests the award of the Transportation Management Information System to **TransTraks**.

Currently, MUSD's Transportation Dept. does not have a Transportation Management Information System.

Financial impact: Initial one-time setup fee/cost for the system is approx. \$7,455. Annual software fee is approx. \$7,200.

Superintendent's recommendation:

The Superintendent recommends that the Board award a contract to TransTraks for a Transportation Management Information System.

Supporting documents attached:

A recap of the process

FOR: November 13, 2012 Board Agenda Item

FROM: Rosalind Cox, Director of Facilities Planning & Construction Mgmt./Purchasing
Ted Newton, Director of Transportation

RE: Recap of Process for Transportation Management Information System Recommendation

The District received 3 proposals (TransTraks, Transfinder, Education Logistics).

Each vendor held a 2-hour on-site demonstration at MUSD Transportation Facility on October 5, October 17 and October 19, 2012. Approximately 8-10 transportation staff was in attendance. Once the on-site demonstrations were completed, staff discussed and ranked each vendor.

The panel consisted of: Ted Newton – Director of Transportation; Jeff Smith – Supervisor; Carl Garcia – Shop Supervisor; Heather Sanders – Accounting Technician IV; Maria Elizondo – Administrative Assistant; Blanca Bowden – Router; Christine Mellenberger – Dispatcher; Robin Pira – Trainer; Rosalind Cox – Director of Purchasing/Facilities.

The panel has selected **TransTraks** for a Transportation Management Information System for the District.

Below is the scoring recap:

	TransTraks	Transfinder	Education Logistics
Criteria			
Experience	7	9	9
User friendly software	10	8	7
Support Staff/Training	10	8	8
Cost	9	7	8
References	9	8	7
Grand Total	45	40	39
Ranking	1	2	3

Key Considerations:

- TransTraks is located in Danville, CA. Whereas the other 2 vendors are out-of-state. Therefore, accessibility for training and support would be easier and less costly.
- Overall, TransTraks software was the most user-friendly.
- TransTraks software included all the modules that the Transportation Dept. would need vs. purchasing other modules at additional cost (not included in their basic package) from the other 2 vendors.
- TransTraks' cost for the software was the least expensive. Although the annual maintenance cost was comparable for all 3 vendors.
- TransTraks received very positive recommendations from other school districts (Twin Rivers USD, Orange USD, Vallejo City USD, and Capistrano USD). These districts are pleased with TransTraks' software and support.
- TransTraks has a strong training and support program.
- TransTraks' software will easily interface with the District's current student information system (Aeries).



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Request approval to award RFP #092812 and contract with California Consulting, LLC for grant writing services.

Responsible Staff: Rosalind Cox, Facilities Planning & Construction Mgmt./Purchasing

Agenda Placement: Consent

Background/ rationale:

The District issued a Request for Proposal (RFP) for grant writing services to various firms/consultants. The main objective is for the firm to research, identify and write at the direction of the District for federal, state and private foundation grants.

The District received one proposal from California Consulting.

At the October 23rd board meeting, a representative from California Consulting discussed their proposal and their services.

Staff requests the award of the grant writing services to **California Consulting**.

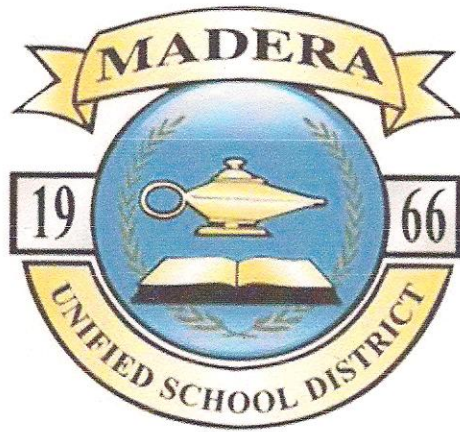
Financial impact: Cost of \$4,000 per month plus reimbursement of out of pocket expenses. Not to exceed \$48,000 plus reimbursement expenses on an annual basis.

Superintendent's recommendation:

The Superintendent recommends that the Board award a contract to California Consulting for grant writing services.

Supporting documents attached:

Proposal



A Proposal For

Madera Unified School District

Grant Writing Services

By:

California Consulting, LLC



September 28, 2012

California Consulting, LLC
A Full Service Governmental Affairs Agency
www.californiaconsulting.org

A Proposal for Madera Unified School District

Proposer Information

California Consulting, LLC
1530 E. Shaw Ave., Ste. 114
Fresno, CA 93710
(559) 244-0801
Phone: (559) 244-0801
Fax: (559) 244-0804
steve@californiaconsulting.org

History

Founded in 2004 California Consulting, LLC has quickly established a reputation for hard work and a commitment to success for its clients. Through that special hard work ethic, California Consulting, LLC has become the fastest growing grant writing company in California. With more than 65 clients statewide, California Consulting's success has translated into rapid and unprecedented growth. **California Consulting is the largest grant writing firm in California.** Our grant writers have written almost 390 competitive Federal, State and private foundation grants that have been funded. Since we opened in 2004, we have never had a client where we haven't brought in significantly more to the client than the client has paid us. Our return on investment is exceptionally high, which is reflected in the attached "By the Numbers" documentation for a few of our clients.

California Consulting has developed an expertise in representing public agencies, private companies, and non-profit organizations.

Since inception, California Consulting has generated \$108,294,577 for clients through State, Federal and Private Foundation grant writing. We have secured over \$20 million through Federal grants, \$86 million in State and local grants and almost \$2 million through private foundations.

Grant Research, Identification, Writing and Needs Assessment:

The California Consulting team boasts ten grant writers. Through years of experience our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. Our team has successfully written competitive Federal and State grants totaling well over \$108 million for our clients. Our aggressive, hard-working, and results-oriented style has translated into millions of dollars for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant

available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks money, or public safety, our grants team knows where to locate grant funds and how to successfully write the applications.

California Consulting Staff meets personally with clients to conduct needs assessment at the outset in order to identify priority projects correlating with the District's goals. Based on our knowledge of funding opportunities, our Staff closely monitors the opportunities that fit our client's needs.

California Consulting is extensively experienced and very capable of arranging and attending any meetings on behalf of the District. Our staff has close working relationships with key contacts at the Federal, State and local levels of all governmental and private foundation entities with available grant funds.

California Consulting has a successful track record of training clients in grant writing and administration. We are happy to provide these services to the District at no additional cost.

California Consulting's principal officers and employees are as follows:

1. Juan Garza II – Chief Operating Officer
2. Noelani Sallings – Regional Director for the Bay Area and Central Coast
3. Amy Christianson – Senior Grant Writing Consultant for Education
4. Tristan Shamp – Grants Manager
5. Danielle Sotelo – Grants Manager
6. Alice Luck – Project Manager for Southern California
7. Eduardo Hernandez – Project Manager for Southern California
8. David Marquez – Project Manager for Southern California
9. Jennifer Carpenter – Project Manager
10. Bill Martinez – Project Consultant
11. Dana Leusch – Project Consultant
12. Rob Garcia – Director of Grants
13. Shari Herbold – Office Manager

Key Staff Servicing District

Owner **Steve Samuelian** has more than two decades of experience dealing with Government, including 8 years as District Director for a U. S. Congressman. Additionally, Mr. Samuelian served in the California Legislature. The company has a professional team of Governmental affairs advocates and grant writers to successfully serve our client's needs.

Juan Garza II, Chief Operating Officer of California Consulting, LLC, brings a wide range of experience in law, municipal finance, and local government. He received his B.A. from UCLA and Juris Doctorate from the University of Idaho. He's a former Press Aide for a U. S. Congressman, has served as an investment banker with the firm of

Kinsell, Newcomb & De Dios, Inc. in Southern California, and served as Assistant Vice President of the financial advisory firm Caldwell Flores Winters, Inc.

Amy Christianson is our Senior Grant Writing Consultant for Education. She joined California Consulting, LLC in December 2011 as a Senior Consultant responsible for education grants. Amy brings with her 15+ years of grant writing experience as a professional grant writer. She has served as the grant writer for the Butte County Office of Education and the Chico Unified School District among other public entities. Specializing in Federal, State, and private foundation education grants Amy has written 10 Healthy Start applications and had 8 funded for a total of \$2.4 million in awards. She also wrote a Healthy Outreach grant for \$300k that was funded and a grant to fund a Dental van for \$300k that was funded. In addition, Amy has written 15 BASNLP/ASES applications with 13 being funded for a total of \$12 million in awards during her career. She has experience with Carol M. White PEP grants, Community College Connections grants, Early Childhood Grant for Pre-schools, and others. She has served as a Grant Reviewer for the California Department of Education for the 21st Century grant and during her career has written six 21st Century applications, four of which were funded totaling \$6 million.

Danielle Sotelo is a Grant Manager for California Consulting, LLC. She is responsible for grant research, identification, and grant writing along with managing the grant writing team. She earned her B.A. from Pepperdine University in International Relations with an emphasis in Political Science and a minor in Philosophy. She has worked in the office for a U.S. Congressman, has taught at San Joaquin Valley College and worked for the Guatemala Human Rights Commission in Washington D.C. She has written over 128 competitive Federal, State and private foundation grants, generating more than \$3 million for our clients.

Tristan Shamp is a Grant Manager for California Consulting, LLC. He earned his B.A. from UCLA, and his Master of Arts degree in History from California State University Fresno, both Summa Cum Laude. He has taught credited courses at CSU Fresno and worked as a writing tutor and supplemental history instructor at Fresno City College. He has written over 176 Federal, State and private foundation grants, generating nearly \$8 million for our clients. He is responsible for grants research, identification and writing along with managing the grant writing team.

The above list will be the key staff personnel assigned to the District. However, as needed, any team member of California Consulting, LLC may be called upon for assistance with servicing the District based on the area of expertise required.

State Government Advocacy:

Specializing in relations with State Government Agencies, California Consulting assists clients specifically with the Governor's Office, the State Legislature, and the State Agencies that issue grant monies. With three registered lobbyists at the State Level, California Consulting, LLC has the expertise, experience, and relationships in

Sacramento to successfully advocate for your issues. With Mr. Samuelian's former role as an elected State Legislator, our company is uniquely positioned to represent our clients with every facet of state government. If you want to pass, amend, or stop state legislation, California Consulting has a proven track record of success. We also have secured funding for our clients through legislative avenues including budget trailer bills specifically for our client's needs.

California Consulting maintains strong relationships with the Governor's Senior Staff and with the Departments that have grant money available for cities, i.e., Department of Housing and Community Development, Integrated Waste Management Board, State Water Resources Control Board, Department of Water Resources, Cal-Trans, Department of Parks and Recreation, Cal-EPA, Office of Traffic & Safety and many others.

Sacramento Trips:

Our office regularly organizes trips to Sacramento for our clients. We organize a full day of meetings with key State Agencies that have grant monies available. Usually the Superintendent and District leadership attend the day long visit to the Capitol accompanied by California Consulting Manager, Steve Samuelian.

We provide, coordinate, and arrange consistent visits to Sacramento for our clients. These visits include a full day of lobbying State Agencies and key decision makers for grant money.

With an affiliate office in Sacramento, California Consulting is well equipped to host visits of local elected and appointed officials.

Quarterly Events:

In order to keep our clients regularly informed of updates from the Capitol, we routinely invite special guests from Sacramento to visit with our clients. Each quarter we host a roundtable with a key elected or appointed official from the Capitol. Recent events have been held in Montebello, Salinas and Fresno in conjunction with our office. Guests have included CalTrans Director, Malcolm Dougherty, the Governor's Cabinet Secretary, current State Superintendent Tom Torlakson, and other key policymakers. This allows our clients to interact with major policymakers in a unique small group setting.

References:

State Superintendent of Public Instruction, Tom Torlakson, is a reference for California Consulting. Mr. Torlakson has appeared as keynote speaker at several California Consulting sponsored forums. California Consulting is the only grant writing firm Mr. Torlakson has given his name to as a reference.

California Consulting references include key leaders from around the State. Our relationships are bi-partisan and we have references from major figures and leaders in

both political parties. A full list of our references can be viewed at www.californiaconsulting.org.

California Consulting currently represents almost 20 cities across California, over 39 School Districts, and others. We have been retained to work for agencies including Chevron Corporation and academic institutions including the California Institute of Technology in Pasadena, as well as several private sector clients. A full client list can be obtained at www.californiaconsulting.org.

Three Current Client References:

1. McFarland Unified School District
Gabriel McCurtis, Superintendent
(661) 792-3081
gmccurtis@mcfarland.k12.ca.us
2. Lynwood Unified School District
Eddie Velasquez, Superintendent
(310) 886-1600 x76601
evleasquez@lynwood.k12.ca.us
3. Kings Canyon Unified School District
Juan Garza, Superintendent
(559) 637-1210 x1201
garza-k@kcusd.com

Three Former Client References:

1. Corcoran Unified School District
Rich Merlo, Superintendent
(559) 992-8880
rmerlo@kings.k12.ca.us
2. Arvin Unified School District
Michelle McLean, Superintendent
(661) 854-6500
3. City of Avenal
Melissa Whitten, City Manager
(559) 386-5766 ext. 18

California Consulting LLC should be awarded this contract based upon our exceptional success and experience in grant writing and lobbying. California Consulting is the largest grant writing firm in California. **Our grant writers have written close to 390 competitive Federal, State and private foundation grants that have been funded.** California Consulting also includes post award compliance and administration in our services at no additional cost to the client. Since we opened in 2004, we are yet to have a client where we did not generate more money for the client than the client paid us. Our return on investment is exceptionally high, which is reflected in the attached "By the

Numbers" documentation for a few of our clients. Additionally, please see the attached documentation reflecting our successes:

1. Grants Secured List
2. By The Numbers
3. References
4. Success Stories
5. Testimonials

Scope of Services and Compensation:

1. California Consulting's grant research, identification, and writing are unlimited during the length of the contract. There is no limit to how many Federal, State and Private Foundation applications California Consulting will write for the District under this proposal/agreement.
2. We propose cost of \$4,000.00 per month plus reimbursement of out of pocket expenses. Not to exceed \$48,000 plus reimbursement expenses on an annual basis.
3. California Consulting generates invoices including detailed expenses on a monthly basis. The District can either compensate on a monthly basis via District check or by direct deposit if the District has the capacity to do so.
4. We propose that to the extent legally allowed, the District hire California Consulting as grant administrators when dollars are available from within the grant (at no cost to the District). When grant dollars from the grant are not available for administration, reporting and evaluation purposes we will provide these services to the District at no cost as part of our scope of services.



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2013

Subject: Request approval to submit the 2013-14 Continued Funding application to Child Development Division, California Department of Education.

Responsible Staff: **Dr. Anthony A. Monreal, Deputy Superintendent**
Deborah A. Wood, Associate Superintendent of Educational Services

Agenda Placement: Consent.

Background/ rationale:

- Continued funding for the State Preschool Program, which is located at ten different sites throughout the District. Location of Preschools: Alpha, Chavez, Madison, Millview, Monroe, Nishimoto, Parkwood, Pershing, Sierra Vista and Washington. Preschool services are provided to approximately 430 children.

Financial impact:

- Our encumbered amount to-date is \$1,423,867.00 and we expect to receive this amount in the 2013-14.

Superintendent's recommendation:

- The Superintendent recommends the Board approve the submission of the 2013-14 Continued Funding Application.

Supporting documents attached:

- Continued Funding Application.

**Fiscal Year 2013–14
Continued Funding Application Checklist**

Contractor Legal Name	Madera Unified School District
------------------------------	--------------------------------

Required Page Number(s)	Required Item Description	Check (✓) Box
CD-3704 Application, pages 1 and 2	Fiscal Year 2013–14 Continued Funding Application (CD-3704)	<input checked="" type="checkbox"/>
CD-3704 Application, page 3	Governing Board of Directors Contact Information (For current year)	<input checked="" type="checkbox"/>
CD-3704 Application, page 4	Fiscal Year 2013–14 Program Narrative Change Request (CD-3704A)	<input checked="" type="checkbox"/>
CD-3704 Application, page 5	Fiscal Year 2013–14 Center-Based Programs and Family Child Care Home Education Networks Personnel Certification	<input checked="" type="checkbox"/>
CD-3704 Application, page 7	Fiscal Year 2013–14 Program Calendar (one for each contract type)	<input checked="" type="checkbox"/>
CD-3704 Application, page 7	Agency Information Certification Form (from CDMIS Web site)	<input checked="" type="checkbox"/>
CD-3704 Application, page 7	State of California, Payee Data Record (Std. 204)	<input type="checkbox"/>
CD-3704 Application, page 8	FY 2013–2014 Continued Funding Application Checklist	<input checked="" type="checkbox"/>

Applicable Page Number(s)	Applicable Item Description	Check (✓) Box
CD-3704 Application, page 5	Fiscal Year 2013–14 Subcontract Certification	<input type="checkbox"/>
CD-3704 Instructions, page 4	Site Supervisor or Program Director Qualifications Waiver Request (CD-7701A)	<input type="checkbox"/>

Applications must be received by the CDD on or before **Monday, December 3, 2012, 5 p.m.**
Mail one (1) original and two (2) complete copies of the application packet, including all documents marked on the Continued Funding Application Checklist to the address below:

FY 2013–14 Continued Funding Application
Child Development Division
California Department of Education
1430 N Street, Suite 3410
Sacramento, CA 95814-5901

One (1) original and two (2) complete copies of all required forms must be mailed and received by **Monday, December 3, 2012, 5 p.m.** to:

FY 2013-14 Continued Funding Application
Child Development Division
California Department of Education
1430 N Street, Suite 3410
Sacramento, CA 95814-5901

Fiscal Year 2013-14 Continued Funding Application

Contractor Legal Name	Madera Unified School District		
Contractor "Doing Business As" (DBA)			
County: Madera	Vendor Number: 20-6524	Federal Identification Number (FIN): 95-6000002330	
Executive Director: Deborah A. Wood	Program Director: Dana Eckman		
Address: 1902 Howard Road	Address: 1901 Clinton Street		
City: Madera	City: Madera		
ZIP Code: 93637	ZIP Code: 93638		
Telephone Number: (559) 675-4500	Telephone Number: (559) 675-4490		
Fax Number: (559) 675-4393	Fax Number: (559) 675-3655		
E-mail Address: debiewood@maderausd.org	E-mail Address: danaeckman@maderausd.org		
Board of Director Chairperson: Ricardo Arredondo	Telephone Number: (559) 675-4500		

Under penalty of perjury, I certify as the authorized contractor representative, that all applicable State and federal statutes and regulations will be observed for the programs marked. I also certify that all completed forms accurately describe program operations.	
Authorized Representative Signature:	Date:
Name and Title of Authorized Representative: Deborah A. Wood, Associate Superintendent of Education	Telephone Number: (559) 675-4500

This contractor is currently funded for all contracts identified with a check mark below for this fiscal year. The contractor agrees to continue implementation of these programs during fiscal year 2013-14 with funds provided by the CDE.

Current Contracts (Check all that are applicable)

Center-Based and Family Child Care Home Programs

- ☒ California State Preschool Program (CSPP)
- ☐ California Center-Based (CCTR)
 ☐ Infant/Toddler
 ☐ School-Age
 ☐ Family Child Care Home Education Networks (CCTR)
- ☐ Family Child Care Home Education Networks (CFCC)
- ☐ Program for Special Needs Children (Handicapped) (CHAN)
- ☐ Migrant, Center-Based (CMIG) and Migrant Specialized Services (CMSS)

Alternative Payment Programs

- ☐ Alternative Payment Program (CAPP)
- ☐ CalWORKs Stage 2 (C2AP)
- ☐ CalWORKs Stage 3 (C3AP)
- ☐ Migrant Alternative Payment (CMAP)

Resource and Referral Programs

- ☐ Resource and Referral (CRRP)

CD-3704A
(Revised October 2012)

**Fiscal Year 2013–14
Program Narrative Change**

☒ **No Changes** (check box if there are no changes)

Complete this page only if the contractor requests a modification of its existing program narrative from the Child Development Division. (See FY 2013–14 CFA Instructions, page 2.)

Contractor Legal Name: Madera Unified School District	Program Type (e.g., CCTR): CSPP
County: Madera	Vendor Number: 20-6524

1. Identify the program component for which the contractor is requesting a change.
2. Describe how the program currently provides services to children and families in relation to the above-identified program component.
3. Describe the proposed change, and how services will be improved if the change is implemented.

**Fiscal Year 2013–14
Center-Based Programs and Family Child Care Home Education Networks Personnel
Certification**

The State of California requires any contractor receiving child care and development funds, disbursed by the California Department of Education (CDE) to employ fully qualified personnel as contained in California *Education Code (EC)*; *California Code of Regulations (CCR)*, Title 5; and Funding Terms and Conditions. (Review Acceptable Proof of Certification of Center-Based Programs and Family Child Care Home Education Networks, FY 2013–14 CFA Instructions, pages 3–4.)

I certify, as the authorized agent representing this contractor, I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All child care staff employed in CDE funded program(s) are fully qualified for their respective positions by meeting the above stated requirements. Exceptions to this certification are persons employed as "Program Director" or "Site Supervisor" who possess' a current Child Development Division approved Staffing Qualifications Waiver.

Signature of Authorized Representative	
Contractor Legal Name	Madera Unified School District
Date	

Child Development Division Agency Information Certification

I certify, as the authorized representative of the agency listed below, I have reviewed all the information for **Madera Unified School District (6524)** and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

Executive Director/Superintendent information
Program Director information
Sites and Licenses and/or Office information
Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for **Madera Unified School District (6524)** as of the date this certification was signed.



Program Director/Authorized Representative Signature



Date Signed



Printed Name of Program Director/Authorized Representative

Name of Agency User Generating Certification: Dana Eckman

Date Generated: 10/31/2012

Assigned CDD Consultant: Joe Martinez

Fiscal Year 2013-14 Program Calendar

Name of Contractor	County	Vendor Number	Contract Type
Madera Unified School District	Madera	20-6524	CSPP

Enter an "X" for Days of Operation.

July 2013						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2013						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	X	X	X	X	X	17
18	X	X	X	X	X	24
25	X	X	X	X	X	31

September 2013						
S	M	T	W	T	F	S
1	2	X	X	X	X	7
8	X	X	X	X	X	14
15	X	X	X	X	X	21
22	X	X	X	X	X	28
29	X					

Days of Operation

Days of Operation

Days of Operation

Quarterly Subtotal

October 2013						
S	M	T	W	T	F	S
		X	X	X	X	5
6	X	X	X	X	X	12
13	14	X	X	X	X	19
20	X	X	X	X	X	26
27	X	X	X	X		

November 2013						
S	M	T	W	T	F	S
					X	2
3	X	X	X	X	8	9
10	11	X	X	X	X	16
17	X	X	X	X	X	23
24	25	26	27	28	29	30

December 2013						
S	M	T	W	T	F	S
1	X	X	X	X	X	7
8	X	X	X	X	X	14
15	X	X	X	X	X	21
22	23	24	25	26	27	28
29	30	31				

Days of Operation

Days of Operation

Days of Operation

Quarterly Subtotal

January 2014						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	X	X	X	X	X	18
19	20	X	X	X	X	25
26	X	X	X	X	X	

February 2014						
S	M	T	W	T	F	S
						1
2	X	X	X	X	X	8
9	10	X	X	X	X	15
16	17	X	X	X	X	22
23	X	X	X	X	X	

March 2014						
S	M	T	W	T	F	S
						1
2	X	X	X	X	X	8
9	X	X	X	X	X	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	X					

Days of Operation

Days of Operation

Days of Operation

Quarterly Subtotal

April 2014						
S	M	T	W	T	F	S
		X	X	X	X	5
6	X	X	X	X	X	12
13	14	15	16	17	18	19
20	21	X	X	X	X	26
27	X	X	X			

May 2014						
S	M	T	W	T	F	S
				X	X	3
4	X	X	X	X	X	10
11	X	X	X	X	X	17
18	X	X	X	X	X	24
25	26	X	X	X	X	31

June 2014						
S	M	T	W	T	F	S
1	X	X	X	X	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Days of Operation

Days of Operation

Days of Operation

Quarterly Subtotal

Total Days of Operation

CDD Consultant Initials

Date approved by CDD Consultant



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Request approval of Consultant Agreement Contract between Madera Unified School District (MUSD)/Jack G. Desmond Middle School and RefPay.com, a business entity providing payment services to sports officials in the central San Joaquin Valley, California for the 2012-2013 school year with an automatic termination on June 7th, 2013.

Responsible Staff: **Dr. Anthony Monreal, Deputy Superintendent**
Robert Chavez, Chief Academic Officer
John P. Denno, Coordinator of Athletics and Elem. PE/Principal Eastin-Arcola

Agenda Placement: Consent

Background/ rationale:

- RefPay.com is a web-based system acting as the paymaster as an extension of the MUSD Athletic Departments for the purpose of paying sports officials for their officiating services at Jack G. Desmond Middle School.

Financial impact:

Not to exceed \$13,000. Jack G. Desmond Middle School Athletic Fund.

Superintendent's recommendation:

- Superintendent recommends the board approve Consultant Agreement Contract between Madera Unified School District (MUSD)/Jack G. Desmond Middle School and RefPay.com

Supporting documents attached:

- User Agreement For RefPay Payors, Jack G. Desmond Middle School

USER AGREEMENT FOR REFPAY PAYORS

This User Agreement (“Agreement”) is a contract between you, RefPay and the Bank. This Agreement governs your use of the RefPay Services and the Website. You must read, agree to and accept all of the terms and conditions contained in this Agreement in order to use the RefPay Services and the Website. This is an important legal document that you must consider carefully when choosing whether to use the RefPay Services.

BY CLICKING “I AGREE” BELOW, OR BY USING THE REFPAY SERVICES AS A PAYOR, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS YOU MUST NOT ACCESS THE REFPAY SERVICES.

This Agreement contains 44 sections, and you may jump directly to any section by selecting the appropriate link below. The headings below are for reference only and do not limit the scope of each section. Some capitalized terms have specific definitions, and we have provided them in section 44.

1. Purpose
2. Establishing and Funding Your Account
3. Your Relationship with the Bank
4. Your Relationship with RefPay
5. Relationship between the Bank and RefPay
6. The Trust Account
7. Registering RefPay Users
8. Payments
9. Account Statements
10. Unauthorized Transactions
11. Errors by RefPay
12. Fees for Funding Accounts
13. Fees for Payments
14. Investment of Funds
15. Fees to RefPay
16. Notices to You
17. Notices to RefPay
18. Identity Authentication
19. Closing Your Account

- 20. Termination
- 21. Accounting and Taxes
- 22. Intellectual Property
- 23. Restricted Activities
- 24. Limitation on Duties of RefPay
- 25. Amendment
- 26. Removal of Bank
- 27. Resignation of Bank
- 28. Successor Bank
- 29. Compensation for Bank
- 30. Limit on Liability
- 31. No Expenses for the Bank
- 32. Certain Duties and Responsibilities of the Bank
- 33. Indemnification
- 34. Trust Agreement for Benefit of Certain Parties Only
- 35. Situs of Trust
- 36. Successors and Assigns
- 37. Privacy
- 38. Disputes with RefPay
- 39. Law and Forum for Disputes
- 40. No Waiver
- 41. No Warranty
- 42. Complete Agreement
- 43. Effective Date
- 44. Definitions

1. Purpose. This Agreement will allow you to establish an Account with RefPay and to deposit Funds into a RefPay Trust Account in order to use the RefPay Services to automate your payments to RefPay Users.

2. Establishing and Funding Your Account. You must establish an Account on the Website in order to make Payments to RefPay Users using the RefPay Services. Once your Account is established, you must fund the Account in an amount of U.S. dollars sufficient to cover any Payments entered by you on the Website. Funding your Account may be accomplished by (i) requesting an ACH debit through the Website into a RefPay Trust Account or (ii) providing a

check to the Bank, as trustee, in the manner described on the Website. In the case of an ACH transfer, you authorize RefPay to initiate, and your financial institution to honor, electronic debits and credits in the amount you designate through the Website. You may be charged a fee to cover transaction charges associated with ACH transfers to your Account as described in section 12. You understand that it is your responsibility to monitor and maintain Funds in your Account. RefPay may not authorize Payments by you in excess of the positive balance in your Account.

3. Your Relationship with the Bank. The Bank will act as trustee of the RefPay Trust Accounts and, subject to the terms and conditions of this Agreement, will act for the benefit of all RefPay Payors having Funds deposited in RefPay Trust Accounts. The Funds will be held in the name of the Bank as trustee. You specifically acknowledge and agree that Funds deposited by you into a RefPay Trust Account will be pooled and commingled with Funds submitted by other RefPay Payors and amounts due and owing to RefPay as its fees pursuant to the terms of this Agreement. The Bank will hold your Funds in the RefPay Trust Account for your use and benefit in accordance with and subject to all of the terms and conditions contained in this Agreement.

4. Your Relationship with RefPay. You hereby appoint RefPay to act as your designated agent for purposes of this Agreement. Among other things, you hereby expressly authorize RefPay to (i) perform the RefPay Services; (ii) maintain records of your Account and all Payments; (iii) direct the Bank to invest the Funds as provided in section 14; (iv) authorize and direct the Bank to disburse Payments to RefPay Users; (v) make individual Payment information available to the applicable RefPay User; and (vi) take any other action that RefPay deems necessary or desirable to carry out the transactions constituting the RefPay Services, subject to the provisions of section 24. RefPay agrees to act in accordance with the data, instructions and directions entered by you on the Website. You hereby authorize the Bank to follow the instructions of RefPay (whether electronic, written or oral) and you agree that the Bank may completely rely on such instructions of RefPay without further investigation or authorization from you.

5. Relationship between the Bank and RefPay. For purposes of collecting information from you and authorizing, authenticating and completing Payments to RefPay Users, RefPay will be acting as an agent for the Bank. You acknowledge and expressly agree to RefPay's acting as both your agent and as the agent for the Bank for purposes of this Agreement. You hereby waive any conflict resulting from such relationships. The Bank also agrees that RefPay will be acting as an agent for both you and the Bank for purposes of this Agreement. The Bank agrees to be solely responsible for ensuring compliance with all applicable federal and state laws relating to (i) the opening and maintenance of the RefPay Trust Accounts; (ii) the acceptance of the RefPay Payor as a trust customer of the Bank; (iii) the confidentiality of bank customer information; (iv) the transmitting of Payments; and (v) all other functions related to the Bank's responsibilities under this Agreement.

6. The Trust Account. Positive balances shown in your online Account represent Funds actually held by the Bank in the RefPay Trust Accounts. The Bank will hold title to all Funds deposited in the RefPay Trust Accounts for the proportionate benefit of the RefPay Payors as shown on the records maintained by RefPay or the Bank, as applicable. The Funds will be held

in the RefPay Trust Accounts until such time as you direct the Bank to make Payments to specific RefPay Users using the Website and such Payments are requested by and distributed to the respective RefPay User. By depositing Funds and providing Payment information on the Website, you are authorizing the Bank and RefPay, acting as your designated agent, to make Payments from the RefPay Trust Accounts as described in this Agreement.

7. Registering RefPay Users. RefPay Users must register on the Website to receive Payments.

8. Payments. You may only initiate Payment to RefPay Users through the Website. RefPay Services may only be used to make Payments to residents of the United States. RefPay, acting as your designated agent, will authorize the Bank to transfer Funds for Payments by (i) ACH transfer to the RefPay User's designated bank account; (ii) crediting the RefPay User's designated debit card account; or (iii) check to the address provided by the RefPay User, as requested by the applicable RefPay User. You understand that it is your responsibility to obtain each RefPay User's user name and account number so that RefPay Users can be paid through the RefPay Services. You understand that Funds must be available in your Account to fund any Payments. The Bank will not be obligated to make any Payments until the funds therefor have been received by the Bank. In authorizing Payments, RefPay is entitled to rely on the information and instructions provided by you on the Website. You agree that such information and instructions constitute your authorization and instruction to RefPay to authorize such transfers, as your agent. The Bank is entitled to rely solely on the directions of RefPay without reviewing any other information. Once you have provided your authorization for a Payment, you may not be able cancel the Payment.

9. Account Statements. You may view your transaction history and Account information by logging in to your Account and looking at your Account history. You agree to review your transactions through the Website instead of receiving periodic account statements by mail.

10. Unauthorized Transactions. You should immediately notify RefPay if you believe (a) there has been an unauthorized transaction or access to your Account; (b) your password has been compromised or (c) you made an error in information provided on the Website in accordance with section 17. You should regularly log in to your Account and review your Account history to ensure that there has not been an unauthorized transaction.

11. Errors by RefPay. If RefPay makes a processing error, we will rectify the error. If the error results in a loss to you, RefPay will credit your Account for the amount of the error. You agree that in such case RefPay assumes your rights against the recipient and third parties related to such payment, and may pursue those rights directly or on your behalf, in RefPay's discretion.

12. Fees for Funding Accounts. Currently, there is no monthly cost for the maintenance of your Account. However, you acknowledge that RefPay reserves the right to change its fee structure at any time. RefPay agrees to publish on the website any changes in fee structure at least 30 days prior to the effective date of the fee structure changes. RefPay charges the following fees for initiating ACH transfers to fund your Account: Debit requests for less than or equal to \$5,000.00 will be assessed a \$3.00 account funding fee. Debit requests greater than

\$5000.00 will be free. You understand that ACH debits and credits take approximately five Business Days for funds to be fully collected or dispersed. You understand that any ACH debit request that is returned as a non-sufficient fund transaction will be assessed a \$25.00 transaction fee. You are responsible for any fees charged directly by your bank associated with ACH debits and credits initiated through the Website.

13. Fees for Payments. RefPay charges fees to make Payments from your Account, as published on the Website and as may be changed by RefPay from time to time. RefPay agrees to publish on the Website any changes in the payment fees at least 30 days before the effective date of such payment fee changes. You acknowledge that RefPay reserves the right to change its fee structure at anytime.

14. Investment of Funds. All Funds in the RefPay Trust Accounts shall be invested as directed by RefPay, provided that all Funds shall be invested in FDIC-insured deposit accounts or in obligations of, or obligations fully guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof. You hereby acknowledge that RefPay will direct the investment of the RefPay Trust Account Funds, in accordance with this section, and that such investments may or may not be deposits in or obligations of the Bank. You hereby agree that the funds in your Account shall be held in the RefPay General Trust Account. For purposes of determining the portion of the RefPay General Trust Account Funds owned by you in each financial institution in which RefPay General Trust Account Funds are invested, your Funds will be deemed to be distributed among such financial institutions in the same proportions as the RefPay General Trust Account Funds are distributed among such financial institutions. For example, if 25% of the RefPay General Trust Account Funds are deposited at a particular financial institution, then 25% of your Funds in the RefPay General Trust Account are deemed to be held at such financial institution. The list of financial institutions in which RefPay General Trust Account Funds are invested can be viewed on the Website. You agree and accept that it is your responsibility to ensure that the proportionate share of the Funds in your Account held by any financial institution, when combined with other accounts, funds or investments you may have with such financial institutions in any capacity, do not exceed the limits permitted by the FDIC for its insurance coverage.

15. Fees to RefPay. You agree that you will not receive interest or other earnings on the Funds in the RefPay Trust Accounts. In addition to any other fees paid by you in connection with the RefPay Services, you agree that in consideration for your use of the RefPay Services, you irrevocably transfer and assign to RefPay any ownership right that you may have in any interest or earning that may accrue on Funds held in the RefPay Trust Accounts. This assignment applies only to interest and earnings on your Funds, and nothing in this Agreement grants RefPay any ownership right to the principal of the Funds in the RefPay Trust Accounts. The Bank will treat such interest and earnings as property of RefPay and is authorized to pay such earnings as directed by RefPay without further authorization from you.

16. Notices to You. Except as otherwise required by this Agreement, you agree that RefPay may provide notice to you by posting it on the Website, emailing it to the email address listed on your Account, or mailing it to the street address listed on your Account. Such notice will be considered to be received by you within 24 hours of the time it is posted to the Website or

emailed to you unless we receive notice that the email was not delivered. If the notice is sent by mail, RefPay will consider it to have been received by you three Business Days after it is sent.

17. Notices to RefPay. Notices to RefPay must be provided by mail sent to: RefPay, LLC, 126 W. Sego Lily Drive, Suite 190, Sandy, Utah 84070. Such notice will be effective when actually received by RefPay. No oral communications will be effective to provide notice to RefPay under this Agreement.

18. Identity Authentication. You authorize RefPay and the Bank, directly or through third parties, to make any inquiries they consider necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address, ordering a credit report and verifying your information against third-party databases or through other sources.

19. Closing Your Account. You may close your Account at any time by sending a signed written request to: RefPay LLC, 126 W. Sego Lily Drive, Suite 190, Sandy, Utah 84070. You must use or withdraw your Account balance prior to closing your Account. Upon Account closure, we will cancel any pending transactions. RefPay may close your Account if there is no activity on your Account for one year, whereupon RefPay, acting as your designated agent, may direct the Bank to return to you any uncommitted Funds remaining in your Account to the last address shown on RefPay's records, or as otherwise permitted by applicable law. RefPay may charge a reasonable fee for processing remaining Funds upon closure of your Account due to inactivity not to exceed \$20.

20. Termination. RefPay, in its sole discretion, reserves the right to terminate this Agreement, access to the Website, or access to the RefPay Services for any reason and at any time upon notice to you and payment to you of all of your unrestricted Funds held in the RefPay Trust Accounts. In addition, this Agreement will terminate on the earlier of: (a) such time as you have closed your Account or (b) twenty-one years less one day after the date of this Agreement. Upon termination for any reason other than your default under this Agreement, RefPay shall make payment to you of all your unrestricted Funds held in the Trust Account.

21. Accounting and Taxes. The Bank shall keep all appropriate books and records relating to the receipt and disbursement by it of all monies under this Agreement. The Bank will prepare all tax returns required to be filed with respect to the Trust. You acknowledge that RefPay is not responsible for determining whether taxes apply to your transactions, or for collecting, reporting or remitting any taxes arising from any transaction, and that it is your responsibility to determine what, if any, taxes apply to the Payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority with respect to such Payments. RefPay will keep records of all payments made to RefPay Users. You agree and acknowledge that any 1099 tax form issued to RefPay Users who exceed the income threshold set by the IRS for income reporting purposes will be issued electronically. You acknowledge that the information provided by RefPay Users from their online application will be used as a substitute for IRS form W-9.

22. Intellectual Property. "RefPay.com," "RefPay" and all related logos, products and services described in the Website are either trademarks or registered trademarks of RefPay or its licensors. You may not copy, imitate or use them without RefPay's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of RefPay. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the Website and any content thereon is the exclusive property of RefPay and its licensors.

23. Restricted Activities. In connection with your use of the Website and the RefPay Services, or in the course of your interactions with RefPay or the Bank, you will not:

- a. Breach this Agreement or any other agreement that you have entered into with RefPay or the Bank;
- b. Violate any law, statute, ordinance, or regulation;
- c. Infringe on RefPay's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Provide false, inaccurate or misleading information;
- e. Send or receive fraudulent funds; or
- f. Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us.

24. Limitation on Duties of RefPay. RefPay's duties under this Agreement are limited to (i) providing software, data management and website services; (ii) acting as your agent as described in this Agreement; and (iii) acting as the agent for the Bank as described in this Agreement. RefPay will not receive, hold, own or transmit any funds whatsoever and will not provide any financial or banking services. No provision of this Agreement should be read or interpreted to authorize or require RefPay to perform any action that would cause RefPay to be subject to, or in violation of, any federal, state or local law or regulation applicable to money transmitters, banks or other financial institutions or financial service providers. Any such provision shall be interpreted to authorize and require such actions to be performed by the Bank.

25. Amendment. RefPay, after receiving the consent of the Bank, may amend this Agreement at any time by posting a revised version on the Website. The revised version will be effective at the time it is posted. In addition, if the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of the Substantial Change by posting notice on the Website. You specifically authorize RefPay and the Bank to act in accordance with the terms of such amendment and, without limiting the foregoing, any use by you of the Website after the effective date of such amendment will confirm your consent to the amendment.

26. Removal of Bank. RefPay, acting as your agent, may remove the Bank as trustee of the RefPay Trust Accounts at any time by a written notice to the Bank. Such removal shall take effect immediately upon the appointment of a successor pursuant to section 28, whereupon all powers, rights and obligations of the removed Bank under this Agreement shall cease and terminate. You may not remove or change the Bank.

27. Resignation of Bank. The Bank may resign at any time upon giving 90 Days' prior written notice of such resignation to RefPay. Such resignation will take effect upon the appointment of a successor pursuant to section 28, whereupon all powers, rights and obligations of the resigning Bank under this Agreement shall cease and terminate.

28. Successor Bank. Promptly upon removal of, or receipt of a notice of resignation from, the Bank, a successor shall be appointed by RefPay and the successor will execute and deliver to its predecessor an instrument accepting such appointment. Such successor shall assume all powers, rights and obligations of such predecessor.

29. Compensation for Bank. The Bank agrees that its compensation shall be paid by RefPay and that the RefPay Payors shall not have any liability to the Bank for compensation for its services.

30. Limit on Liability. Neither RefPay nor the Bank shall incur any liability to anyone in acting or refraining from acting upon any data, instructions, notice, report, or other document reasonably believed by it to be genuine and believed by it to be authorized by the proper party or parties. RefPay and the Bank may for all purposes hereof rely on information provided on the Website by any person using your duly authorized user name and password. In the administration of this Agreement, RefPay and the Bank may rely on advice of counsel, accountants and other skilled persons to be selected and employed by them, and RefPay and the Bank shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the actions, advice or opinion of any such counsel, accountants or other skilled persons. IN NO EVENT SHALL REFPAY OR THE BANK, OR THEIR PARENT COMPANIES, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE REFPAY SERVICES, THE WEBSITE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) AND ANY LIABILITY OF SUCH PERSONS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

31. No Expenses for the Bank. The Bank shall not have any obligation by virtue of this Agreement to expend or risk any of its own funds, or to take any action which could, in the reasonable opinion of the Bank, result in any cost or expense being incurred by the Bank. The Bank shall not be required to take any action or refrain from taking any action under this Agreement unless it shall have been indemnified in a manner and form satisfactory to the Bank against any liability, cost or expense (including reasonable attorneys' fees) which may be incurred in connection therewith. No provisions of this Agreement shall be deemed to impose any duty on the Bank to take any action if the Bank shall have been advised by counsel that such action would expose it to personal liability, is contrary to the terms hereof or is contrary to law. In the event that any claim is brought against the Bank by any RefPay Payor, the Bank shall be reimbursed from the Funds of such RefPay Payor for all reasonable costs and expenses incurred by the Bank in connection with such claims except for claims resulting from (a) in the case of willful misconduct or gross negligence on the part of the Bank in the performance or nonperformance of its duties hereunder or otherwise, or (b) the failure to use ordinary care on the part of the Bank in the disbursement of Funds in accordance with the terms of this Agreement.

In the event of a default under this Agreement by a RefPay Payor, the Bank shall be entitled to receive reasonable compensation from such RefPay Payor for its additional responsibilities, and payment or reimbursement for its reasonable expenses. The Bank shall have a lien on the Funds of the applicable RefPay Payor to secure payment of such compensation and expenses resulting from the default of such RefPay Payor.

32. Certain Duties and Responsibilities of the Bank. The Bank undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Bank.

33. Indemnification. You hereby agree to assume liability for, and to indemnify, protect, save and keep harmless the Bank, in its individual capacity, and its successors, assigns, legal representatives, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, taxes (excluding any taxes payable by the Bank in its individual capacity on or measured by any compensation received by the Bank in its individual capacity for its services hereunder), claims, actions, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Bank in its individual capacity in any way relating to or arising out of your actions in connection with this Agreement or the enforcement of any of the terms hereof against you, except (a) in the case of willful misconduct or gross negligence on the part of the Bank in the performance or nonperformance of its duties hereunder or otherwise, or (b) in the case of the failure to use ordinary care on the part of the Bank in the disbursement of Funds in accordance with the terms of this Agreement. You agree to defend, indemnify and hold RefPay, its parent, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the RefPay Services. RefPay agrees to defend, indemnify and hold you, your affiliates, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of RefPay's breach of this Agreement and/or RefPay's acts or omissions in connection with performing the RefPay Services.

34. Trust Agreement for Benefit of Certain Parties Only. Nothing herein, whether expressed or implied, shall be construed to give any person other than you, RefPay and the Bank any legal or equitable right, remedy or claim under or in respect of this Agreement.

35. Situs of RefPay Trust Accounts. The RefPay Trust Accounts have been accepted by the Bank and will be administered in the State of Utah.

36. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and permitted assigns, including any successive holder of all or any part of your interest in the RefPay Trust Accounts.

37. Privacy. Protecting your privacy is very important to RefPay. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

38. Disputes with RefPay. If a dispute arises between you and RefPay, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than U.S. \$10,000.00, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through an established alternative dispute resolution (ADR) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone or online, and/or it shall be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This section does not apply to disputes between you and the Bank.

39. Law and Forum for Disputes. Except as otherwise agreed by the parties or as described in section 38 above, you agree that any claim or dispute you may have against RefPay or the Bank must be resolved by a court located in Salt Lake City, Utah. You agree to submit to the personal jurisdiction of the courts located within Salt Lake City, Utah for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Utah, without regard to conflict of law provisions.

40. No Waiver. RefPay's or the Bank's failure to act with respect to a breach by you or others does not waive any right to act with respect to subsequent or similar breaches.

41. No Warranty. RefPay does not guarantee continuous, uninterrupted or secure access to any part of the RefPay Services, and operation of the Website may be interfered with by numerous factors outside of our control. RefPay will make reasonable efforts to ensure that requests for electronic transactions are processed in a timely manner but RefPay makes no representations or warranties regarding the amount of time needed to complete processing because the RefPay Services are dependent upon many factors outside of RefPay's control, such as delays in the banking system or the U.S. or international mail service.

42. Complete Agreement. This Agreement sets forth the entire understanding between you on the one hand and RefPay and the Bank on the other hand with respect to the subject matter of this Agreement. Sections 24, 30, 31, 32, 33, 35, 38, 39, 40, 41 and 42, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective, provided that such remaining provisions do not increase the obligations or liabilities of the Bank. You may obtain an electronic copy of this Agreement executed by the Bank by requesting such copy from RefPay as provided in section 17.

43. Effective Date. This Agreement is effective upon your clicking "I Agree" below and/or by your use of the RefPay Services as a Payor. **YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT REPRESENTS THE EXPRESS AGREEMENT BETWEEN YOU, REFPAY AND THE BANK WITH RESPECT TO ALL PAST AND FUTURE REFPAY**

SERVICES, AND WITH RESPECT TO ANY FUNDS IN THE REFPAY TRUST ACCOUNTS, WHETHER SUCH FUNDS WERE DEPOSITED PRIOR TO OR AFTER YOUR AGREEING TO THIS AGREEMENT. IN NO EVENT MAY YOU CLAIM THAT THIS AGREEMENT ONLY GOVERNS TRANSACTIONS OCCURRING OR FUNDS DEPOSITED AFTER THE EFFECTIVE DATE. THIS SECTION IS AN ESSENTIAL CONDITION TO USING THE REFPAY SERVICES. Prior to agreeing to this Agreement, you may request a Payment for any positive balances shown in your Account.

44. Definitions.

- a. "ACH" means the Automated Clearing House network.
- b. "Account" means your RefPay account on the Website.
- c. "Agreement" means this agreement including all subsequent amendments.
- d. "Bank" means the Bank of Utah, acting solely in its capacity as trustee, or such other bank selected by RefPay from time to time to act as trustee.
- e. "Business Days" means Monday through Friday, excluding days on which the banks in the State of Utah are closed.
- f. "Days" means calendar days.
- g. "Funds" means any monies deposited by you or other RefPay Payors into the Trust Account.
- h. "Payment" or "Payments" means payment by RefPay Payors to RefPay Users using the RefPay Services.
- i. "RefPay," "we," "us" or "our" means RefPay LLC and its subsidiaries and affiliates.
- j. "RefPay General Trust Account" means the primary RefPay Trust Account maintained by the Bank for the benefit of the RefPay Payors.
- k. "RefPay Payor" means those RefPay Users who deposit Funds into the General Trust Account or other RefPay trust account.
- l. "RefPay Services" means all services and related products provided by or made available by RefPay LLC.
- m. "RefPay Trust Accounts" means the trust accounts maintained by the Bank for the benefit of the RefPay Payors.
- n. "RefPay User" means you and any other person or entity using the RefPay Services.

o. “Substantial Change” means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

p. “Website” means RefPay.com and/or ArbiterSports.com and/or RefPay.com.

q. “You” or “your” means you and any other person or entity using the RefPay Services.

To acknowledge that you agree to be bound by the terms and conditions of this Agreement, click “I Agree.”

To indicate that you do not agree to be bound by the terms and conditions of this Agreement, click “I Decline” and do not attempt to use or access the System.

6.5 Paying Administrator Basic and Premium Account Tables

Paying Admin Basic	Cost
Monthly Account Fee	FREE
RefPay Acct to Bank Acct (unlimited)	FREE
RefPay to RefPay Acct (Same Assoc)	FREE
E-mail Customer Support	FREE
Internal Messaging Support	FREE
Live Support Customer Call	FREE
Real Time Acct Statements	FREE
Tax Module (Optional – per 1099)	\$1.00
TrustBank lockbox deposit fee	\$3.00
Issue a Written Check	\$3.00
Payroll Account Funding Fee	\$5.00
Monthly Inactivity Fee (after 13 months no activity)	\$10.00
TrustBank Holding Fee (annual)	\$20.00
NSF Return ACH Payroll Account	\$20.00
Early Funds Release Fee OAC	0.05%

Amount Being Paid	Cost per Transaction
<\$75	\$.54
\$75 - \$150	\$.73
\$150 - \$500	\$.94
\$500 - \$1000	\$1.26
>\$1000	\$1.89

For a slight increase on the costs per transactions the Premium account includes the tax module, covers the lockbox deposit fee and the Payroll account funding fee, and the TrustBank annual holding fee

Paying Admin Premium	
Monthly Account Fee	FREE
RefPay Payroll Acct to Bank Acct (unlimited)	FREE
RefPay to RefPay Acct (Same Assoc)	FREE
E-mail Customer Support	FREE
Internal Messaging Support	FREE
Live Customer Support Call	FREE
Real Time Acct Statements	FREE
Tax Module	INCLUDED
TrustBank LockBox Deposit Fee	INCLUDED
Payroll Acct Funding Fee	INCLUDED
TrustBank Holding Fee (annual)	INCLUDED
Issue a Written Check	\$3.00
Monthly Inactivity Fee (after 13 month of no activity)	\$10.00
NSF Return ACH Payroll Acct	\$20.00
Early Funds Release Fee OAC	0.05%

Amount Being Paid	Cost Per Transaction
<\$75	\$.63
\$75 - \$150	\$.79
\$150 - \$500	\$.99
\$500 - \$1000	\$1.31
>\$1000	\$1.97

Cost per transaction fees are per PAYSHEET/TRANSACTION not per game



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Request approval of Consultant Agreement Contract between Madera Unified School District (MUSD)/Martin Luther King Jr. Middle School and RefPay.com, a business entity providing payment services to sports officials in the central San Joaquin Valley, California for the 2012-2013 school year with an automatic termination on June 7th, 2013.

Responsible Staff: **Dr. Anthony Monreal, Deputy Superintendent**
Robert Chavez, Chief Academic Officer
John P. Denno, Coordinator of Athletics and Elem. PE/Principal Eastin-Arcola

Agenda Placement: Consent

Background/ rationale:

- RefPay.com is a web-based system acting as the paymaster as an extension of the MUSD Athletic Departments for the purpose of paying sports officials for their officiating services at Martin Luther King Jr., Middle School.

Financial impact:

Not to exceed \$13,000. Martin Luther King Jr., Middle School Athletic Fund.

Superintendent's recommendation:

- Superintendent recommends the board approve Consultant Agreement Contract between Madera Unified School District (MUSD)/Martin Luther King Jr. Middle School and RefPay.com

Supporting documents attached:

- User Agreement For RefPay Payors, Martin Luther King Jr., Middle School

USER AGREEMENT FOR REFPAY PAYORS

This User Agreement (“Agreement”) is a contract between you, RefPay and the Bank. This Agreement governs your use of the RefPay Services and the Website. You must read, agree to and accept all of the terms and conditions contained in this Agreement in order to use the RefPay Services and the Website. This is an important legal document that you must consider carefully when choosing whether to use the RefPay Services.

BY CLICKING “I AGREE” BELOW, OR BY USING THE REFPAY SERVICES AS A PAYOR, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS YOU MUST NOT ACCESS THE REFPAY SERVICES.

This Agreement contains 44 sections, and you may jump directly to any section by selecting the appropriate link below. The headings below are for reference only and do not limit the scope of each section. Some capitalized terms have specific definitions, and we have provided them in section 44.

1. Purpose
2. Establishing and Funding Your Account
3. Your Relationship with the Bank
4. Your Relationship with RefPay
5. Relationship between the Bank and RefPay
6. The Trust Account
7. Registering RefPay Users
8. Payments
9. Account Statements
10. Unauthorized Transactions
11. Errors by RefPay
12. Fees for Funding Accounts
13. Fees for Payments
14. Investment of Funds
15. Fees to RefPay
16. Notices to You
17. Notices to RefPay
18. Identity Authentication
19. Closing Your Account

- 20. Termination
- 21. Accounting and Taxes
- 22. Intellectual Property
- 23. Restricted Activities
- 24. Limitation on Duties of RefPay
- 25. Amendment
- 26. Removal of Bank
- 27. Resignation of Bank
- 28. Successor Bank
- 29. Compensation for Bank
- 30. Limit on Liability
- 31. No Expenses for the Bank
- 32. Certain Duties and Responsibilities of the Bank
- 33. Indemnification
- 34. Trust Agreement for Benefit of Certain Parties Only
- 35. Situs of Trust
- 36. Successors and Assigns
- 37. Privacy
- 38. Disputes with RefPay
- 39. Law and Forum for Disputes
- 40. No Waiver
- 41. No Warranty
- 42. Complete Agreement
- 43. Effective Date
- 44. Definitions

1. Purpose. This Agreement will allow you to establish an Account with RefPay and to deposit Funds into a RefPay Trust Account in order to use the RefPay Services to automate your payments to RefPay Users.

2. Establishing and Funding Your Account. You must establish an Account on the Website in order to make Payments to RefPay Users using the RefPay Services. Once your Account is established, you must fund the Account in an amount of U.S. dollars sufficient to cover any Payments entered by you on the Website. Funding your Account may be accomplished by (i) requesting an ACH debit through the Website into a RefPay Trust Account or (ii) providing a

check to the Bank, as trustee, in the manner described on the Website. In the case of an ACH transfer, you authorize RefPay to initiate, and your financial institution to honor, electronic debits and credits in the amount you designate through the Website. You may be charged a fee to cover transaction charges associated with ACH transfers to your Account as described in section 12. You understand that it is your responsibility to monitor and maintain Funds in your Account. RefPay may not authorize Payments by you in excess of the positive balance in your Account.

3. Your Relationship with the Bank. The Bank will act as trustee of the RefPay Trust Accounts and, subject to the terms and conditions of this Agreement, will act for the benefit of all RefPay Payors having Funds deposited in RefPay Trust Accounts. The Funds will be held in the name of the Bank as trustee. You specifically acknowledge and agree that Funds deposited by you into a RefPay Trust Account will be pooled and commingled with Funds submitted by other RefPay Payors and amounts due and owing to RefPay as its fees pursuant to the terms of this Agreement. The Bank will hold your Funds in the RefPay Trust Account for your use and benefit in accordance with and subject to all of the terms and conditions contained in this Agreement.

4. Your Relationship with RefPay. You hereby appoint RefPay to act as your designated agent for purposes of this Agreement. Among other things, you hereby expressly authorize RefPay to (i) perform the RefPay Services; (ii) maintain records of your Account and all Payments; (iii) direct the Bank to invest the Funds as provided in section 14; (iv) authorize and direct the Bank to disburse Payments to RefPay Users; (v) make individual Payment information available to the applicable RefPay User; and (vi) take any other action that RefPay deems necessary or desirable to carry out the transactions constituting the RefPay Services, subject to the provisions of section 24. RefPay agrees to act in accordance with the data, instructions and directions entered by you on the Website. You hereby authorize the Bank to follow the instructions of RefPay (whether electronic, written or oral) and you agree that the Bank may completely rely on such instructions of RefPay without further investigation or authorization from you.

5. Relationship between the Bank and RefPay. For purposes of collecting information from you and authorizing, authenticating and completing Payments to RefPay Users, RefPay will be acting as an agent for the Bank. You acknowledge and expressly agree to RefPay's acting as both your agent and as the agent for the Bank for purposes of this Agreement. You hereby waive any conflict resulting from such relationships. The Bank also agrees that RefPay will be acting as an agent for both you and the Bank for purposes of this Agreement. The Bank agrees to be solely responsible for ensuring compliance with all applicable federal and state laws relating to (i) the opening and maintenance of the RefPay Trust Accounts; (ii) the acceptance of the RefPay Payor as a trust customer of the Bank; (iii) the confidentiality of bank customer information; (iv) the transmitting of Payments; and (v) all other functions related to the Bank's responsibilities under this Agreement.

6. The Trust Account. Positive balances shown in your online Account represent Funds actually held by the Bank in the RefPay Trust Accounts. The Bank will hold title to all Funds deposited in the RefPay Trust Accounts for the proportionate benefit of the RefPay Payors as shown on the records maintained by RefPay or the Bank, as applicable. The Funds will be held

in the RefPay Trust Accounts until such time as you direct the Bank to make Payments to specific RefPay Users using the Website and such Payments are requested by and distributed to the respective RefPay User. By depositing Funds and providing Payment information on the Website, you are authorizing the Bank and RefPay, acting as your designated agent, to make Payments from the RefPay Trust Accounts as described in this Agreement.

7. Registering RefPay Users. RefPay Users must register on the Website to receive Payments.

8. Payments. You may only initiate Payment to RefPay Users through the Website. RefPay Services may only be used to make Payments to residents of the United States. RefPay, acting as your designated agent, will authorize the Bank to transfer Funds for Payments by (i) ACH transfer to the RefPay User's designated bank account; (ii) crediting the RefPay User's designated debit card account; or (iii) check to the address provided by the RefPay User, as requested by the applicable RefPay User. You understand that it is your responsibility to obtain each RefPay User's user name and account number so that RefPay Users can be paid through the RefPay Services. You understand that Funds must be available in your Account to fund any Payments. The Bank will not be obligated to make any Payments until the funds therefor have been received by the Bank. In authorizing Payments, RefPay is entitled to rely on the information and instructions provided by you on the Website. You agree that such information and instructions constitute your authorization and instruction to RefPay to authorize such transfers, as your agent. The Bank is entitled to rely solely on the directions of RefPay without reviewing any other information. Once you have provided your authorization for a Payment, you may not be able cancel the Payment.

9. Account Statements. You may view your transaction history and Account information by logging in to your Account and looking at your Account history. You agree to review your transactions through the Website instead of receiving periodic account statements by mail.

10. Unauthorized Transactions. You should immediately notify RefPay if you believe (a) there has been an unauthorized transaction or access to your Account; (b) your password has been compromised or (c) you made an error in information provided on the Website in accordance with section 17. You should regularly log in to your Account and review your Account history to ensure that there has not been an unauthorized transaction.

11. Errors by RefPay. If RefPay makes a processing error, we will rectify the error. If the error results in a loss to you, RefPay will credit your Account for the amount of the error. You agree that in such case RefPay assumes your rights against the recipient and third parties related to such payment, and may pursue those rights directly or on your behalf, in RefPay's discretion.

12. Fees for Funding Accounts. Currently, there is no monthly cost for the maintenance of your Account. However, you acknowledge that RefPay reserves the right to change its fee structure at any time. RefPay agrees to publish on the website any changes in fee structure at least 30 days prior to the effective date of the fee structure changes. RefPay charges the following fees for initiating ACH transfers to fund your Account: Debit requests for less than or equal to \$5,000.00 will be assessed a \$3.00 account funding fee. Debit requests greater than

\$5000.00 will be free. You understand that ACH debits and credits take approximately five Business Days for funds to be fully collected or dispersed. You understand that any ACH debit request that is returned as a non-sufficient fund transaction will be assessed a \$25.00 transaction fee. You are responsible for any fees charged directly by your bank associated with ACH debits and credits initiated through the Website.

13. Fees for Payments. RefPay charges fees to make Payments from your Account, as published on the Website and as may be changed by RefPay from time to time. RefPay agrees to publish on the Website any changes in the payment fees at least 30 days before the effective date of such payment fee changes. You acknowledge that RefPay reserves the right to change its fee structure at anytime.

14. Investment of Funds. All Funds in the RefPay Trust Accounts shall be invested as directed by RefPay, provided that all Funds shall be invested in FDIC-insured deposit accounts or in obligations of, or obligations fully guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof. You hereby acknowledge that RefPay will direct the investment of the RefPay Trust Account Funds, in accordance with this section, and that such investments may or may not be deposits in or obligations of the Bank. You hereby agree that the funds in your Account shall be held in the RefPay General Trust Account. For purposes of determining the portion of the RefPay General Trust Account Funds owned by you in each financial institution in which RefPay General Trust Account Funds are invested, your Funds will be deemed to be distributed among such financial institutions in the same proportions as the RefPay General Trust Account Funds are distributed among such financial institutions. For example, if 25% of the RefPay General Trust Account Funds are deposited at a particular financial institution, then 25% of your Funds in the RefPay General Trust Account are deemed to be held at such financial institution. The list of financial institutions in which RefPay General Trust Account Funds are invested can be viewed on the Website. You agree and accept that it is your responsibility to ensure that the proportionate share of the Funds in your Account held by any financial institution, when combined with other accounts, funds or investments you may have with such financial institutions in any capacity, do not exceed the limits permitted by the FDIC for its insurance coverage.

15. Fees to RefPay. You agree that you will not receive interest or other earnings on the Funds in the RefPay Trust Accounts. In addition to any other fees paid by you in connection with the RefPay Services, you agree that in consideration for your use of the RefPay Services, you irrevocably transfer and assign to RefPay any ownership right that you may have in any interest or earning that may accrue on Funds held in the RefPay Trust Accounts. This assignment applies only to interest and earnings on your Funds, and nothing in this Agreement grants RefPay any ownership right to the principal of the Funds in the RefPay Trust Accounts. The Bank will treat such interest and earnings as property of RefPay and is authorized to pay such earnings as directed by RefPay without further authorization from you.

16. Notices to You. Except as otherwise required by this Agreement, you agree that RefPay may provide notice to you by posting it on the Website, emailing it to the email address listed on your Account, or mailing it to the street address listed on your Account. Such notice will be considered to be received by you within 24 hours of the time it is posted to the Website or

emailed to you unless we receive notice that the email was not delivered. If the notice is sent by mail, RefPay will consider it to have been received by you three Business Days after it is sent.

17. Notices to RefPay. Notices to RefPay must be provided by mail sent to: RefPay, LLC, 126 W. Sego Lily Drive, Suite 190, Sandy, Utah 84070. Such notice will be effective when actually received by RefPay. No oral communications will be effective to provide notice to RefPay under this Agreement.

18. Identity Authentication. You authorize RefPay and the Bank, directly or through third parties, to make any inquiries they consider necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address, ordering a credit report and verifying your information against third-party databases or through other sources.

19. Closing Your Account. You may close your Account at any time by sending a signed written request to: RefPay LLC, 126 W. Sego Lily Drive, Suite 190, Sandy, Utah 84070. You must use or withdraw your Account balance prior to closing your Account. Upon Account closure, we will cancel any pending transactions. RefPay may close your Account if there is no activity on your Account for one year, whereupon RefPay, acting as your designated agent, may direct the Bank to return to you any uncommitted Funds remaining in your Account to the last address shown on RefPay's records, or as otherwise permitted by applicable law. RefPay may charge a reasonable fee for processing remaining Funds upon closure of your Account due to inactivity not to exceed \$20.

20. Termination. RefPay, in its sole discretion, reserves the right to terminate this Agreement, access to the Website, or access to the RefPay Services for any reason and at any time upon notice to you and payment to you of all of your unrestricted Funds held in the RefPay Trust Accounts. In addition, this Agreement will terminate on the earlier of: (a) such time as you have closed your Account or (b) twenty-one years less one day after the date of this Agreement. Upon termination for any reason other than your default under this Agreement, RefPay shall make payment to you of all your unrestricted Funds held in the Trust Account.

21. Accounting and Taxes. The Bank shall keep all appropriate books and records relating to the receipt and disbursement by it of all monies under this Agreement. The Bank will prepare all tax returns required to be filed with respect to the Trust. You acknowledge that RefPay is not responsible for determining whether taxes apply to your transactions, or for collecting, reporting or remitting any taxes arising from any transaction, and that it is your responsibility to determine what, if any, taxes apply to the Payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority with respect to such Payments. RefPay will keep records of all payments made to RefPay Users. You agree and acknowledge that any 1099 tax form issued to RefPay Users who exceed the income threshold set by the IRS for income reporting purposes will be issued electronically. You acknowledge that the information provided by RefPay Users from their online application will be used as a substitute for IRS form W-9.

22. Intellectual Property. "RefPay.com," "RefPay" and all related logos, products and services described in the Website are either trademarks or registered trademarks of RefPay or its licensors. You may not copy, imitate or use them without RefPay's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of RefPay. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the Website and any content thereon is the exclusive property of RefPay and its licensors.

23. Restricted Activities. In connection with your use of the Website and the RefPay Services, or in the course of your interactions with RefPay or the Bank, you will not:

- a. Breach this Agreement or any other agreement that you have entered into with RefPay or the Bank;
- b. Violate any law, statute, ordinance, or regulation;
- c. Infringe on RefPay's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Provide false, inaccurate or misleading information;
- e. Send or receive fraudulent funds; or
- f. Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us.

24. Limitation on Duties of RefPay. RefPay's duties under this Agreement are limited to (i) providing software, data management and website services; (ii) acting as your agent as described in this Agreement; and (iii) acting as the agent for the Bank as described in this Agreement. RefPay will not receive, hold, own or transmit any funds whatsoever and will not provide any financial or banking services. No provision of this Agreement should be read or interpreted to authorize or require RefPay to perform any action that would cause RefPay to be subject to, or in violation of, any federal, state or local law or regulation applicable to money transmitters, banks or other financial institutions or financial service providers. Any such provision shall be interpreted to authorize and require such actions to be performed by the Bank.

25. Amendment. RefPay, after receiving the consent of the Bank, may amend this Agreement at any time by posting a revised version on the Website. The revised version will be effective at the time it is posted. In addition, if the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of the Substantial Change by posting notice on the Website. You specifically authorize RefPay and the Bank to act in accordance with the terms of such amendment and, without limiting the foregoing, any use by you of the Website after the effective date of such amendment will confirm your consent to the amendment.

26. Removal of Bank. RefPay, acting as your agent, may remove the Bank as trustee of the RefPay Trust Accounts at any time by a written notice to the Bank. Such removal shall take effect immediately upon the appointment of a successor pursuant to section 28, whereupon all powers, rights and obligations of the removed Bank under this Agreement shall cease and terminate. You may not remove or change the Bank.

27. Resignation of Bank. The Bank may resign at any time upon giving 90 Days' prior written notice of such resignation to RefPay. Such resignation will take effect upon the appointment of a successor pursuant to section 28, whereupon all powers, rights and obligations of the resigning Bank under this Agreement shall cease and terminate.

28. Successor Bank. Promptly upon removal of, or receipt of a notice of resignation from, the Bank, a successor shall be appointed by RefPay and the successor will execute and deliver to its predecessor an instrument accepting such appointment. Such successor shall assume all powers, rights and obligations of such predecessor.

29. Compensation for Bank. The Bank agrees that its compensation shall be paid by RefPay and that the RefPay Payors shall not have any liability to the Bank for compensation for its services.

30. Limit on Liability. Neither RefPay nor the Bank shall incur any liability to anyone in acting or refraining from acting upon any data, instructions, notice, report, or other document reasonably believed by it to be genuine and believed by it to be authorized by the proper party or parties. RefPay and the Bank may for all purposes hereof rely on information provided on the Website by any person using your duly authorized user name and password. In the administration of this Agreement, RefPay and the Bank may rely on advice of counsel, accountants and other skilled persons to be selected and employed by them, and RefPay and the Bank shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the actions, advice or opinion of any such counsel, accountants or other skilled persons. IN NO EVENT SHALL REFPAY OR THE BANK, OR THEIR PARENT COMPANIES, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE REFPAY SERVICES, THE WEBSITE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) AND ANY LIABILITY OF SUCH PERSONS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

31. No Expenses for the Bank. The Bank shall not have any obligation by virtue of this Agreement to expend or risk any of its own funds, or to take any action which could, in the reasonable opinion of the Bank, result in any cost or expense being incurred by the Bank. The Bank shall not be required to take any action or refrain from taking any action under this Agreement unless it shall have been indemnified in a manner and form satisfactory to the Bank against any liability, cost or expense (including reasonable attorneys' fees) which may be incurred in connection therewith. No provisions of this Agreement shall be deemed to impose any duty on the Bank to take any action if the Bank shall have been advised by counsel that such action would expose it to personal liability, is contrary to the terms hereof or is contrary to law. In the event that any claim is brought against the Bank by any RefPay Payor, the Bank shall be reimbursed from the Funds of such RefPay Payor for all reasonable costs and expenses incurred by the Bank in connection with such claims except for claims resulting from (a) in the case of willful misconduct or gross negligence on the part of the Bank in the performance or nonperformance of its duties hereunder or otherwise, or (b) the failure to use ordinary care on the part of the Bank in the disbursement of Funds in accordance with the terms of this Agreement.

In the event of a default under this Agreement by a RefPay Payor, the Bank shall be entitled to receive reasonable compensation from such RefPay Payor for its additional responsibilities, and payment or reimbursement for its reasonable expenses. The Bank shall have a lien on the Funds of the applicable RefPay Payor to secure payment of such compensation and expenses resulting from the default of such RefPay Payor.

32. Certain Duties and Responsibilities of the Bank. The Bank undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Bank.

33. Indemnification. You hereby agree to assume liability for, and to indemnify, protect, save and keep harmless the Bank, in its individual capacity, and its successors, assigns, legal representatives, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, taxes (excluding any taxes payable by the Bank in its individual capacity on or measured by any compensation received by the Bank in its individual capacity for its services hereunder), claims, actions, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Bank in its individual capacity in any way relating to or arising out of your actions in connection with this Agreement or the enforcement of any of the terms hereof against you, except (a) in the case of willful misconduct or gross negligence on the part of the Bank in the performance or nonperformance of its duties hereunder or otherwise, or (b) in the case of the failure to use ordinary care on the part of the Bank in the disbursement of Funds in accordance with the terms of this Agreement. You agree to defend, indemnify and hold RefPay, its parent, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the RefPay Services. RefPay agrees to defend, indemnify and hold you, your affiliates, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of RefPay's breach of this Agreement and/or RefPay's acts or omissions in connection with performing the RefPay Services.

34. Trust Agreement for Benefit of Certain Parties Only. Nothing herein, whether expressed or implied, shall be construed to give any person other than you, RefPay and the Bank any legal or equitable right, remedy or claim under or in respect of this Agreement.

35. Situs of RefPay Trust Accounts. The RefPay Trust Accounts have been accepted by the Bank and will be administered in the State of Utah.

36. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and permitted assigns, including any successive holder of all or any part of your interest in the RefPay Trust Accounts.

37. Privacy. Protecting your privacy is very important to RefPay. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

38. Disputes with RefPay. If a dispute arises between you and RefPay, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than U.S. \$10,000.00, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through an established alternative dispute resolution (ADR) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone or online, and/or it shall be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This section does not apply to disputes between you and the Bank.

39. Law and Forum for Disputes. Except as otherwise agreed by the parties or as described in section 38 above, you agree that any claim or dispute you may have against RefPay or the Bank must be resolved by a court located in Salt Lake City, Utah. You agree to submit to the personal jurisdiction of the courts located within Salt Lake City, Utah for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Utah, without regard to conflict of law provisions.

40. No Waiver. RefPay's or the Bank's failure to act with respect to a breach by you or others does not waive any right to act with respect to subsequent or similar breaches.

41. No Warranty. RefPay does not guarantee continuous, uninterrupted or secure access to any part of the RefPay Services, and operation of the Website may be interfered with by numerous factors outside of our control. RefPay will make reasonable efforts to ensure that requests for electronic transactions are processed in a timely manner but RefPay makes no representations or warranties regarding the amount of time needed to complete processing because the RefPay Services are dependent upon many factors outside of RefPay's control, such as delays in the banking system or the U.S. or international mail service.

42. Complete Agreement. This Agreement sets forth the entire understanding between you on the one hand and RefPay and the Bank on the other hand with respect to the subject matter of this Agreement. Sections 24, 30, 31, 32, 33, 35, 38, 39, 40, 41 and 42, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective, provided that such remaining provisions do not increase the obligations or liabilities of the Bank. You may obtain an electronic copy of this Agreement executed by the Bank by requesting such copy from RefPay as provided in section 17.

43. Effective Date. This Agreement is effective upon your clicking "I Agree" below and/or by your use of the RefPay Services as a Payor. **YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT REPRESENTS THE EXPRESS AGREEMENT BETWEEN YOU, REFPAY AND THE BANK WITH RESPECT TO ALL PAST AND FUTURE REFPAY**

SERVICES, AND WITH RESPECT TO ANY FUNDS IN THE REFPAY TRUST ACCOUNTS, WHETHER SUCH FUNDS WERE DEPOSITED PRIOR TO OR AFTER YOUR AGREEING TO THIS AGREEMENT. IN NO EVENT MAY YOU CLAIM THAT THIS AGREEMENT ONLY GOVERNS TRANSACTIONS OCCURRING OR FUNDS DEPOSITED AFTER THE EFFECTIVE DATE. THIS SECTION IS AN ESSENTIAL CONDITION TO USING THE REFPAY SERVICES. Prior to agreeing to this Agreement, you may request a Payment for any positive balances shown in your Account.

44. Definitions.

- a. "ACH" means the Automated Clearing House network.
- b. "Account" means your RefPay account on the Website.
- c. "Agreement" means this agreement including all subsequent amendments.
- d. "Bank" means the Bank of Utah, acting solely in its capacity as trustee, or such other bank selected by RefPay from time to time to act as trustee.
- e. "Business Days" means Monday through Friday, excluding days on which the banks in the State of Utah are closed.
- f. "Days" means calendar days.
- g. "Funds" means any monies deposited by you or other RefPay Payors into the Trust Account.
- h. "Payment" or "Payments" means payment by RefPay Payors to RefPay Users using the RefPay Services.
- i. "RefPay," "we," "us" or "our" means RefPay LLC and its subsidiaries and affiliates.
- j. "RefPay General Trust Account" means the primary RefPay Trust Account maintained by the Bank for the benefit of the RefPay Payors.
- k. "RefPay Payor" means those RefPay Users who deposit Funds into the General Trust Account or other RefPay trust account.
- l. "RefPay Services" means all services and related products provided by or made available by RefPay LLC.
- m. "RefPay Trust Accounts" means the trust accounts maintained by the Bank for the benefit of the RefPay Payors.
- n. "RefPay User" means you and any other person or entity using the RefPay Services.

o. “Substantial Change” means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

p. “Website” means RefPay.com and/or ArbiterSports.com and/or RefPay.com.

q. “You” or “your” means you and any other person or entity using the RefPay Services.

To acknowledge that you agree to be bound by the terms and conditions of this Agreement, click “I Agree.”

To indicate that you do not agree to be bound by the terms and conditions of this Agreement, click “I Decline” and do not attempt to use or access the System.

6.5 Paying Administrator Basic and Premium Account Tables

Paying Admin Basic	Cost
Monthly Account Fee	FREE
RefPay Acct to Bank Acct (unlimited)	FREE
RefPay to RefPay Acct (Same Assoc)	FREE
E-mail Customer Support	FREE
Internal Messaging Support	FREE
Live Support Customer Call	FREE
Real Time Acct Statements	FREE
Tax Module (Optional – per 1099)	\$1.00
TrustBank lockbox deposit fee	\$3.00
Issue a Written Check	\$3.00
Payroll Account Funding Fee	\$5.00
Monthly Inactivity Fee (after 13 months no activity)	\$10.00
TrustBank Holding Fee (annual)	\$20.00
NSF Return ACH Payroll Account	\$20.00
Early Funds Release Fee OAC	0.05%

Amount Being Paid	Cost per Transaction
<\$75	\$.54
\$75 - \$150	\$.73
\$150 - \$500	\$.94
\$500 - \$1000	\$1.26
>\$1000	\$1.89

For a slight increase on the costs per transactions the Premium account includes the tax module, covers the lockbox deposit fee and the Payroll account funding fee, and the TrustBank annual holding fee

Paying Admin Premium	
Monthly Account Fee	FREE
RefPay Payroll Acct to Bank Acct (unlimited)	FREE
RefPay to RefPay Acct (Same Assoc)	FREE
E-mail Customer Support	FREE
Internal Messaging Support	FREE
Live Customer Support Call	FREE
Real Time Acct Statements	FREE
Tax Module	INCLUDED
TrustBank LockBox Deposit Fee	INCLUDED
Payroll Acct Funding Fee	INCLUDED
TrustBank Holding Fee (annual)	INCLUDED
Issue a Written Check	\$3.00
Monthly Inactivity Fee (after 13 month of no activity)	\$10.00
NSF Return ACH Payroll Acct	\$20.00
Early Funds Release Fee OAC	0.05%

Amount Being Paid	Cost Per Transaction
<\$75	\$.63
\$75 - \$150	\$.79
\$150 - \$500	\$.99
\$500 - \$1000	\$1.31
>\$1000	\$1.97

Cost per transaction fees are per PAYSHEET/TRANSACTION not per game



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Request approval of Consultant Agreement Contract between Madera Unified School District (MUSD)/Thomas Jefferson Middle School and RefPay.com, a business entity providing payment services to sports officials in the central San Joaquin Valley, California for the 2012-2013 school year with an automatic termination on June 7th, 2013.

Responsible Staff: **Dr. Anthony Monreal, Deputy Superintendent**
Robert Chavez, Chief Academic Officer
John P. Denno, Coordinator of Athletics and Elem. PE/Principal Eastin-Arcola

Agenda Placement: Consent

Background/ rationale:

- RefPay.com is a web-based system acting as the paymaster as an extension of the MUSD Athletic Departments for the purpose of paying sports officials for their officiating services at Thomas Jefferson Middle School.

Financial impact:

Not to exceed \$13,000. Thomas Jefferson Middle School Athletic Fund.

Superintendent's recommendation:

- Superintendent recommends the board approve Consultant Agreement Contract between Madera Unified School District (MUSD)/Thomas Jefferson Middle School and RefPay.com

Supporting documents attached:

- User Agreement For RefPay Payors, Thomas Jefferson Middle School

USER AGREEMENT FOR REFPAY PAYORS

This User Agreement (“Agreement”) is a contract between you, RefPay and the Bank. This Agreement governs your use of the RefPay Services and the Website. You must read, agree to and accept all of the terms and conditions contained in this Agreement in order to use the RefPay Services and the Website. This is an important legal document that you must consider carefully when choosing whether to use the RefPay Services.

BY CLICKING “I AGREE” BELOW, OR BY USING THE REFPAY SERVICES AS A PAYOR, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS YOU MUST NOT ACCESS THE REFPAY SERVICES.

This Agreement contains 44 sections, and you may jump directly to any section by selecting the appropriate link below. The headings below are for reference only and do not limit the scope of each section. Some capitalized terms have specific definitions, and we have provided them in section 44.

1. Purpose
2. Establishing and Funding Your Account
3. Your Relationship with the Bank
4. Your Relationship with RefPay
5. Relationship between the Bank and RefPay
6. The Trust Account
7. Registering RefPay Users
8. Payments
9. Account Statements
10. Unauthorized Transactions
11. Errors by RefPay
12. Fees for Funding Accounts
13. Fees for Payments
14. Investment of Funds
15. Fees to RefPay
16. Notices to You
17. Notices to RefPay
18. Identity Authentication
19. Closing Your Account

- 20. Termination
- 21. Accounting and Taxes
- 22. Intellectual Property
- 23. Restricted Activities
- 24. Limitation on Duties of RefPay
- 25. Amendment
- 26. Removal of Bank
- 27. Resignation of Bank
- 28. Successor Bank
- 29. Compensation for Bank
- 30. Limit on Liability
- 31. No Expenses for the Bank
- 32. Certain Duties and Responsibilities of the Bank
- 33. Indemnification
- 34. Trust Agreement for Benefit of Certain Parties Only
- 35. Situs of Trust
- 36. Successors and Assigns
- 37. Privacy
- 38. Disputes with RefPay
- 39. Law and Forum for Disputes
- 40. No Waiver
- 41. No Warranty
- 42. Complete Agreement
- 43. Effective Date
- 44. Definitions

1. Purpose. This Agreement will allow you to establish an Account with RefPay and to deposit Funds into a RefPay Trust Account in order to use the RefPay Services to automate your payments to RefPay Users.

2. Establishing and Funding Your Account. You must establish an Account on the Website in order to make Payments to RefPay Users using the RefPay Services. Once your Account is established, you must fund the Account in an amount of U.S. dollars sufficient to cover any Payments entered by you on the Website. Funding your Account may be accomplished by (i) requesting an ACH debit through the Website into a RefPay Trust Account or (ii) providing a

check to the Bank, as trustee, in the manner described on the Website. In the case of an ACH transfer, you authorize RefPay to initiate, and your financial institution to honor, electronic debits and credits in the amount you designate through the Website. You may be charged a fee to cover transaction charges associated with ACH transfers to your Account as described in section 12. You understand that it is your responsibility to monitor and maintain Funds in your Account. RefPay may not authorize Payments by you in excess of the positive balance in your Account.

3. Your Relationship with the Bank. The Bank will act as trustee of the RefPay Trust Accounts and, subject to the terms and conditions of this Agreement, will act for the benefit of all RefPay Payors having Funds deposited in RefPay Trust Accounts. The Funds will be held in the name of the Bank as trustee. You specifically acknowledge and agree that Funds deposited by you into a RefPay Trust Account will be pooled and commingled with Funds submitted by other RefPay Payors and amounts due and owing to RefPay as its fees pursuant to the terms of this Agreement. The Bank will hold your Funds in the RefPay Trust Account for your use and benefit in accordance with and subject to all of the terms and conditions contained in this Agreement.

4. Your Relationship with RefPay. You hereby appoint RefPay to act as your designated agent for purposes of this Agreement. Among other things, you hereby expressly authorize RefPay to (i) perform the RefPay Services; (ii) maintain records of your Account and all Payments; (iii) direct the Bank to invest the Funds as provided in section 14; (iv) authorize and direct the Bank to disburse Payments to RefPay Users; (v) make individual Payment information available to the applicable RefPay User; and (vi) take any other action that RefPay deems necessary or desirable to carry out the transactions constituting the RefPay Services, subject to the provisions of section 24. RefPay agrees to act in accordance with the data, instructions and directions entered by you on the Website. You hereby authorize the Bank to follow the instructions of RefPay (whether electronic, written or oral) and you agree that the Bank may completely rely on such instructions of RefPay without further investigation or authorization from you.

5. Relationship between the Bank and RefPay. For purposes of collecting information from you and authorizing, authenticating and completing Payments to RefPay Users, RefPay will be acting as an agent for the Bank. You acknowledge and expressly agree to RefPay's acting as both your agent and as the agent for the Bank for purposes of this Agreement. You hereby waive any conflict resulting from such relationships. The Bank also agrees that RefPay will be acting as an agent for both you and the Bank for purposes of this Agreement. The Bank agrees to be solely responsible for ensuring compliance with all applicable federal and state laws relating to (i) the opening and maintenance of the RefPay Trust Accounts; (ii) the acceptance of the RefPay Payor as a trust customer of the Bank; (iii) the confidentiality of bank customer information; (iv) the transmitting of Payments; and (v) all other functions related to the Bank's responsibilities under this Agreement.

6. The Trust Account. Positive balances shown in your online Account represent Funds actually held by the Bank in the RefPay Trust Accounts. The Bank will hold title to all Funds deposited in the RefPay Trust Accounts for the proportionate benefit of the RefPay Payors as shown on the records maintained by RefPay or the Bank, as applicable. The Funds will be held

in the RefPay Trust Accounts until such time as you direct the Bank to make Payments to specific RefPay Users using the Website and such Payments are requested by and distributed to the respective RefPay User. By depositing Funds and providing Payment information on the Website, you are authorizing the Bank and RefPay, acting as your designated agent, to make Payments from the RefPay Trust Accounts as described in this Agreement.

7. Registering RefPay Users. RefPay Users must register on the Website to receive Payments.

8. Payments. You may only initiate Payment to RefPay Users through the Website. RefPay Services may only be used to make Payments to residents of the United States. RefPay, acting as your designated agent, will authorize the Bank to transfer Funds for Payments by (i) ACH transfer to the RefPay User's designated bank account; (ii) crediting the RefPay User's designated debit card account; or (iii) check to the address provided by the RefPay User, as requested by the applicable RefPay User. You understand that it is your responsibility to obtain each RefPay User's user name and account number so that RefPay Users can be paid through the RefPay Services. You understand that Funds must be available in your Account to fund any Payments. The Bank will not be obligated to make any Payments until the funds therefor have been received by the Bank. In authorizing Payments, RefPay is entitled to rely on the information and instructions provided by you on the Website. You agree that such information and instructions constitute your authorization and instruction to RefPay to authorize such transfers, as your agent. The Bank is entitled to rely solely on the directions of RefPay without reviewing any other information. Once you have provided your authorization for a Payment, you may not be able cancel the Payment.

9. Account Statements. You may view your transaction history and Account information by logging in to your Account and looking at your Account history. You agree to review your transactions through the Website instead of receiving periodic account statements by mail.

10. Unauthorized Transactions. You should immediately notify RefPay if you believe (a) there has been an unauthorized transaction or access to your Account; (b) your password has been compromised or (c) you made an error in information provided on the Website in accordance with section 17. You should regularly log in to your Account and review your Account history to ensure that there has not been an unauthorized transaction.

11. Errors by RefPay. If RefPay makes a processing error, we will rectify the error. If the error results in a loss to you, RefPay will credit your Account for the amount of the error. You agree that in such case RefPay assumes your rights against the recipient and third parties related to such payment, and may pursue those rights directly or on your behalf, in RefPay's discretion.

12. Fees for Funding Accounts. Currently, there is no monthly cost for the maintenance of your Account. However, you acknowledge that RefPay reserves the right to change its fee structure at any time. RefPay agrees to publish on the website any changes in fee structure at least 30 days prior to the effective date of the fee structure changes. RefPay charges the following fees for initiating ACH transfers to fund your Account: Debit requests for less than or equal to \$5,000.00 will be assessed a \$3.00 account funding fee. Debit requests greater than

\$5000.00 will be free. You understand that ACH debits and credits take approximately five Business Days for funds to be fully collected or dispersed. You understand that any ACH debit request that is returned as a non-sufficient fund transaction will be assessed a \$25.00 transaction fee. You are responsible for any fees charged directly by your bank associated with ACH debits and credits initiated through the Website.

13. Fees for Payments. RefPay charges fees to make Payments from your Account, as published on the Website and as may be changed by RefPay from time to time. RefPay agrees to publish on the Website any changes in the payment fees at least 30 days before the effective date of such payment fee changes. You acknowledge that RefPay reserves the right to change its fee structure at anytime.

14. Investment of Funds. All Funds in the RefPay Trust Accounts shall be invested as directed by RefPay, provided that all Funds shall be invested in FDIC-insured deposit accounts or in obligations of, or obligations fully guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof. You hereby acknowledge that RefPay will direct the investment of the RefPay Trust Account Funds, in accordance with this section, and that such investments may or may not be deposits in or obligations of the Bank. You hereby agree that the funds in your Account shall be held in the RefPay General Trust Account. For purposes of determining the portion of the RefPay General Trust Account Funds owned by you in each financial institution in which RefPay General Trust Account Funds are invested, your Funds will be deemed to be distributed among such financial institutions in the same proportions as the RefPay General Trust Account Funds are distributed among such financial institutions. For example, if 25% of the RefPay General Trust Account Funds are deposited at a particular financial institution, then 25% of your Funds in the RefPay General Trust Account are deemed to be held at such financial institution. The list of financial institutions in which RefPay General Trust Account Funds are invested can be viewed on the Website. You agree and accept that it is your responsibility to ensure that the proportionate share of the Funds in your Account held by any financial institution, when combined with other accounts, funds or investments you may have with such financial institutions in any capacity, do not exceed the limits permitted by the FDIC for its insurance coverage.

15. Fees to RefPay. You agree that you will not receive interest or other earnings on the Funds in the RefPay Trust Accounts. In addition to any other fees paid by you in connection with the RefPay Services, you agree that in consideration for your use of the RefPay Services, you irrevocably transfer and assign to RefPay any ownership right that you may have in any interest or earning that may accrue on Funds held in the RefPay Trust Accounts. This assignment applies only to interest and earnings on your Funds, and nothing in this Agreement grants RefPay any ownership right to the principal of the Funds in the RefPay Trust Accounts. The Bank will treat such interest and earnings as property of RefPay and is authorized to pay such earnings as directed by RefPay without further authorization from you.

16. Notices to You. Except as otherwise required by this Agreement, you agree that RefPay may provide notice to you by posting it on the Website, emailing it to the email address listed on your Account, or mailing it to the street address listed on your Account. Such notice will be considered to be received by you within 24 hours of the time it is posted to the Website or

emailed to you unless we receive notice that the email was not delivered. If the notice is sent by mail, RefPay will consider it to have been received by you three Business Days after it is sent.

17. Notices to RefPay. Notices to RefPay must be provided by mail sent to: RefPay, LLC, 126 W. Sego Lily Drive, Suite 190, Sandy, Utah 84070. Such notice will be effective when actually received by RefPay. No oral communications will be effective to provide notice to RefPay under this Agreement.

18. Identity Authentication. You authorize RefPay and the Bank, directly or through third parties, to make any inquiries they consider necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address, ordering a credit report and verifying your information against third-party databases or through other sources.

19. Closing Your Account. You may close your Account at any time by sending a signed written request to: RefPay LLC, 126 W. Sego Lily Drive, Suite 190, Sandy, Utah 84070. You must use or withdraw your Account balance prior to closing your Account. Upon Account closure, we will cancel any pending transactions. RefPay may close your Account if there is no activity on your Account for one year, whereupon RefPay, acting as your designated agent, may direct the Bank to return to you any uncommitted Funds remaining in your Account to the last address shown on RefPay's records, or as otherwise permitted by applicable law. RefPay may charge a reasonable fee for processing remaining Funds upon closure of your Account due to inactivity not to exceed \$20.

20. Termination. RefPay, in its sole discretion, reserves the right to terminate this Agreement, access to the Website, or access to the RefPay Services for any reason and at any time upon notice to you and payment to you of all of your unrestricted Funds held in the RefPay Trust Accounts. In addition, this Agreement will terminate on the earlier of: (a) such time as you have closed your Account or (b) twenty-one years less one day after the date of this Agreement. Upon termination for any reason other than your default under this Agreement, RefPay shall make payment to you of all your unrestricted Funds held in the Trust Account.

21. Accounting and Taxes. The Bank shall keep all appropriate books and records relating to the receipt and disbursement by it of all monies under this Agreement. The Bank will prepare all tax returns required to be filed with respect to the Trust. You acknowledge that RefPay is not responsible for determining whether taxes apply to your transactions, or for collecting, reporting or remitting any taxes arising from any transaction, and that it is your responsibility to determine what, if any, taxes apply to the Payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority with respect to such Payments. RefPay will keep records of all payments made to RefPay Users. You agree and acknowledge that any 1099 tax form issued to RefPay Users who exceed the income threshold set by the IRS for income reporting purposes will be issued electronically. You acknowledge that the information provided by RefPay Users from their online application will be used as a substitute for IRS form W-9.

22. Intellectual Property. "RefPay.com," "RefPay" and all related logos, products and services described in the Website are either trademarks or registered trademarks of RefPay or its licensors. You may not copy, imitate or use them without RefPay's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of RefPay. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the Website and any content thereon is the exclusive property of RefPay and its licensors.

23. Restricted Activities. In connection with your use of the Website and the RefPay Services, or in the course of your interactions with RefPay or the Bank, you will not:

- a. Breach this Agreement or any other agreement that you have entered into with RefPay or the Bank;
- b. Violate any law, statute, ordinance, or regulation;
- c. Infringe on RefPay's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Provide false, inaccurate or misleading information;
- e. Send or receive fraudulent funds; or
- f. Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us.

24. Limitation on Duties of RefPay. RefPay's duties under this Agreement are limited to (i) providing software, data management and website services; (ii) acting as your agent as described in this Agreement; and (iii) acting as the agent for the Bank as described in this Agreement. RefPay will not receive, hold, own or transmit any funds whatsoever and will not provide any financial or banking services. No provision of this Agreement should be read or interpreted to authorize or require RefPay to perform any action that would cause RefPay to be subject to, or in violation of, any federal, state or local law or regulation applicable to money transmitters, banks or other financial institutions or financial service providers. Any such provision shall be interpreted to authorize and require such actions to be performed by the Bank.

25. Amendment. RefPay, after receiving the consent of the Bank, may amend this Agreement at any time by posting a revised version on the Website. The revised version will be effective at the time it is posted. In addition, if the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of the Substantial Change by posting notice on the Website. You specifically authorize RefPay and the Bank to act in accordance with the terms of such amendment and, without limiting the foregoing, any use by you of the Website after the effective date of such amendment will confirm your consent to the amendment.

26. Removal of Bank. RefPay, acting as your agent, may remove the Bank as trustee of the RefPay Trust Accounts at any time by a written notice to the Bank. Such removal shall take effect immediately upon the appointment of a successor pursuant to section 28, whereupon all powers, rights and obligations of the removed Bank under this Agreement shall cease and terminate. You may not remove or change the Bank.

27. Resignation of Bank. The Bank may resign at any time upon giving 90 Days' prior written notice of such resignation to RefPay. Such resignation will take effect upon the appointment of a successor pursuant to section 28, whereupon all powers, rights and obligations of the resigning Bank under this Agreement shall cease and terminate.

28. Successor Bank. Promptly upon removal of, or receipt of a notice of resignation from, the Bank, a successor shall be appointed by RefPay and the successor will execute and deliver to its predecessor an instrument accepting such appointment. Such successor shall assume all powers, rights and obligations of such predecessor.

29. Compensation for Bank. The Bank agrees that its compensation shall be paid by RefPay and that the RefPay Payors shall not have any liability to the Bank for compensation for its services.

30. Limit on Liability. Neither RefPay nor the Bank shall incur any liability to anyone in acting or refraining from acting upon any data, instructions, notice, report, or other document reasonably believed by it to be genuine and believed by it to be authorized by the proper party or parties. RefPay and the Bank may for all purposes hereof rely on information provided on the Website by any person using your duly authorized user name and password. In the administration of this Agreement, RefPay and the Bank may rely on advice of counsel, accountants and other skilled persons to be selected and employed by them, and RefPay and the Bank shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the actions, advice or opinion of any such counsel, accountants or other skilled persons. IN NO EVENT SHALL REFPAY OR THE BANK, OR THEIR PARENT COMPANIES, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE REFPAY SERVICES, THE WEBSITE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) AND ANY LIABILITY OF SUCH PERSONS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

31. No Expenses for the Bank. The Bank shall not have any obligation by virtue of this Agreement to expend or risk any of its own funds, or to take any action which could, in the reasonable opinion of the Bank, result in any cost or expense being incurred by the Bank. The Bank shall not be required to take any action or refrain from taking any action under this Agreement unless it shall have been indemnified in a manner and form satisfactory to the Bank against any liability, cost or expense (including reasonable attorneys' fees) which may be incurred in connection therewith. No provisions of this Agreement shall be deemed to impose any duty on the Bank to take any action if the Bank shall have been advised by counsel that such action would expose it to personal liability, is contrary to the terms hereof or is contrary to law. In the event that any claim is brought against the Bank by any RefPay Payor, the Bank shall be reimbursed from the Funds of such RefPay Payor for all reasonable costs and expenses incurred by the Bank in connection with such claims except for claims resulting from (a) in the case of willful misconduct or gross negligence on the part of the Bank in the performance or nonperformance of its duties hereunder or otherwise, or (b) the failure to use ordinary care on the part of the Bank in the disbursement of Funds in accordance with the terms of this Agreement.

In the event of a default under this Agreement by a RefPay Payor, the Bank shall be entitled to receive reasonable compensation from such RefPay Payor for its additional responsibilities, and payment or reimbursement for its reasonable expenses. The Bank shall have a lien on the Funds of the applicable RefPay Payor to secure payment of such compensation and expenses resulting from the default of such RefPay Payor.

32. Certain Duties and Responsibilities of the Bank. The Bank undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Bank.

33. Indemnification. You hereby agree to assume liability for, and to indemnify, protect, save and keep harmless the Bank, in its individual capacity, and its successors, assigns, legal representatives, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, taxes (excluding any taxes payable by the Bank in its individual capacity on or measured by any compensation received by the Bank in its individual capacity for its services hereunder), claims, actions, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Bank in its individual capacity in any way relating to or arising out of your actions in connection with this Agreement or the enforcement of any of the terms hereof against you, except (a) in the case of willful misconduct or gross negligence on the part of the Bank in the performance or nonperformance of its duties hereunder or otherwise, or (b) in the case of the failure to use ordinary care on the part of the Bank in the disbursement of Funds in accordance with the terms of this Agreement. You agree to defend, indemnify and hold RefPay, its parent, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the RefPay Services. RefPay agrees to defend, indemnify and hold you, your affiliates, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of RefPay's breach of this Agreement and/or RefPay's acts or omissions in connection with performing the RefPay Services.

34. Trust Agreement for Benefit of Certain Parties Only. Nothing herein, whether expressed or implied, shall be construed to give any person other than you, RefPay and the Bank any legal or equitable right, remedy or claim under or in respect of this Agreement.

35. Situs of RefPay Trust Accounts. The RefPay Trust Accounts have been accepted by the Bank and will be administered in the State of Utah.

36. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and permitted assigns, including any successive holder of all or any part of your interest in the RefPay Trust Accounts.

37. Privacy. Protecting your privacy is very important to RefPay. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

38. Disputes with RefPay. If a dispute arises between you and RefPay, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than U.S. \$10,000.00, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through an established alternative dispute resolution (ADR) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone or online, and/or it shall be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This section does not apply to disputes between you and the Bank.

39. Law and Forum for Disputes. Except as otherwise agreed by the parties or as described in section 38 above, you agree that any claim or dispute you may have against RefPay or the Bank must be resolved by a court located in Salt Lake City, Utah. You agree to submit to the personal jurisdiction of the courts located within Salt Lake City, Utah for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Utah, without regard to conflict of law provisions.

40. No Waiver. RefPay's or the Bank's failure to act with respect to a breach by you or others does not waive any right to act with respect to subsequent or similar breaches.

41. No Warranty. RefPay does not guarantee continuous, uninterrupted or secure access to any part of the RefPay Services, and operation of the Website may be interfered with by numerous factors outside of our control. RefPay will make reasonable efforts to ensure that requests for electronic transactions are processed in a timely manner but RefPay makes no representations or warranties regarding the amount of time needed to complete processing because the RefPay Services are dependent upon many factors outside of RefPay's control, such as delays in the banking system or the U.S. or international mail service.

42. Complete Agreement. This Agreement sets forth the entire understanding between you on the one hand and RefPay and the Bank on the other hand with respect to the subject matter of this Agreement. Sections 24, 30, 31, 32, 33, 35, 38, 39, 40, 41 and 42, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective, provided that such remaining provisions do not increase the obligations or liabilities of the Bank. You may obtain an electronic copy of this Agreement executed by the Bank by requesting such copy from RefPay as provided in section 17.

43. Effective Date. This Agreement is effective upon your clicking "I Agree" below and/or by your use of the RefPay Services as a Payor. **YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT REPRESENTS THE EXPRESS AGREEMENT BETWEEN YOU, REFPAY AND THE BANK WITH RESPECT TO ALL PAST AND FUTURE REFPAY**

SERVICES, AND WITH RESPECT TO ANY FUNDS IN THE REFPAY TRUST ACCOUNTS, WHETHER SUCH FUNDS WERE DEPOSITED PRIOR TO OR AFTER YOUR AGREEING TO THIS AGREEMENT. IN NO EVENT MAY YOU CLAIM THAT THIS AGREEMENT ONLY GOVERNS TRANSACTIONS OCCURRING OR FUNDS DEPOSITED AFTER THE EFFECTIVE DATE. THIS SECTION IS AN ESSENTIAL CONDITION TO USING THE REFPAY SERVICES. Prior to agreeing to this Agreement, you may request a Payment for any positive balances shown in your Account.

44. Definitions.

- a. "ACH" means the Automated Clearing House network.
- b. "Account" means your RefPay account on the Website.
- c. "Agreement" means this agreement including all subsequent amendments.
- d. "Bank" means the Bank of Utah, acting solely in its capacity as trustee, or such other bank selected by RefPay from time to time to act as trustee.
- e. "Business Days" means Monday through Friday, excluding days on which the banks in the State of Utah are closed.
- f. "Days" means calendar days.
- g. "Funds" means any monies deposited by you or other RefPay Payors into the Trust Account.
- h. "Payment" or "Payments" means payment by RefPay Payors to RefPay Users using the RefPay Services.
- i. "RefPay," "we," "us" or "our" means RefPay LLC and its subsidiaries and affiliates.
- j. "RefPay General Trust Account" means the primary RefPay Trust Account maintained by the Bank for the benefit of the RefPay Payors.
- k. "RefPay Payor" means those RefPay Users who deposit Funds into the General Trust Account or other RefPay trust account.
- l. "RefPay Services" means all services and related products provided by or made available by RefPay LLC.
- m. "RefPay Trust Accounts" means the trust accounts maintained by the Bank for the benefit of the RefPay Payors.
- n. "RefPay User" means you and any other person or entity using the RefPay Services.

o. “Substantial Change” means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

p. “Website” means RefPay.com and/or ArbiterSports.com and/or RefPay.com.

q. “You” or “your” means you and any other person or entity using the RefPay Services.

To acknowledge that you agree to be bound by the terms and conditions of this Agreement, click “I Agree.”

To indicate that you do not agree to be bound by the terms and conditions of this Agreement, click “I Decline” and do not attempt to use or access the System.

6.5 Paying Administrator Basic and Premium Account Tables

Paying Admin Basic	Cost
Monthly Account Fee	FREE
RefPay Acct to Bank Acct (unlimited)	FREE
RefPay to RefPay Acct (Same Assoc)	FREE
E-mail Customer Support	FREE
Internal Messaging Support	FREE
Live Support Customer Call	FREE
Real Time Acct Statements	FREE
Tax Module (Optional – per 1099)	\$1.00
TrustBank lockbox deposit fee	\$3.00
Issue a Written Check	\$3.00
Payroll Account Funding Fee	\$5.00
Monthly Inactivity Fee (after 13 months no activity)	\$10.00
TrustBank Holding Fee (annual)	\$20.00
NSF Return ACH Payroll Account	\$20.00
Early Funds Release Fee OAC	0.05%

Amount Being Paid	Cost per Transaction
<\$75	\$.54
\$75 - \$150	\$.73
\$150 - \$500	\$.94
\$500 - \$1000	\$1.26
>\$1000	\$1.89

For a slight increase on the costs per transactions the Premium account includes the tax module, covers the lockbox deposit fee and the Payroll account funding fee, and the TrustBank annual holding fee

Paying Admin Premium	
Monthly Account Fee	FREE
RefPay Payroll Acct to Bank Acct (unlimited)	FREE
RefPay to RefPay Acct (Same Assoc)	FREE
E-mail Customer Support	FREE
Internal Messaging Support	FREE
Live Customer Support Call	FREE
Real Time Acct Statements	FREE
Tax Module	INCLUDED
TrustBank LockBox Deposit Fee	INCLUDED
Payroll Acct Funding Fee	INCLUDED
TrustBank Holding Fee (annual)	INCLUDED
Issue a Written Check	\$3.00
Monthly Inactivity Fee (after 13 month of no activity)	\$10.00
NSF Return ACH Payroll Acct	\$20.00
Early Funds Release Fee OAC	0.05%

Amount Being Paid	Cost Per Transaction
<\$75	\$.63
\$75 - \$150	\$.79
\$150 - \$500	\$.99
\$500 - \$1000	\$1.31
>\$1000	\$1.97

Cost per transaction fees are per PAYSHEET/TRANSACTION not per game



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Request approval of Consultant Agreement Contract between Madera Unified School District (MUSD)/Madera High School and RefPay.com, a business entity providing payment services to sports officials in the central San Joaquin Valley, California for the 2012-2013 school year with an automatic termination on June 7th, 2013.

Responsible Staff: **Dr. Anthony Monreal, Deputy Superintendent**

Robert Chavez, Chief Academic Officer

John P. Denno, Coordinator of Athletics and Elem. PE/Principal Eastin-Arcola

Agenda Placement: Consent

Background/ rationale:

- RefPay.com is a web-based system acting as the paymaster as an extension of the MUSD Athletic Departments for the purpose of paying sports officials for their officiating services at Madera High School.

Financial impact:

Not to exceed \$19,602. Madera High School Athletic Fund.

Superintendent's recommendation:

- Superintendent recommends the board approve Consultant Agreement Contract between Madera Unified School District (MUSD)/Madera High School and RefPay.com

Supporting documents attached:

- User Agreement For RefPay Payors, Madera High School

USER AGREEMENT FOR REFPAY PAYORS

This User Agreement (“Agreement”) is a contract between you, RefPay and the Bank. This Agreement governs your use of the RefPay Services and the Website. You must read, agree to and accept all of the terms and conditions contained in this Agreement in order to use the RefPay Services and the Website. This is an important legal document that you must consider carefully when choosing whether to use the RefPay Services.

BY CLICKING “I AGREE” BELOW, OR BY USING THE REFPAY SERVICES AS A PAYOR, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS YOU MUST NOT ACCESS THE REFPAY SERVICES.

This Agreement contains 44 sections, and you may jump directly to any section by selecting the appropriate link below. The headings below are for reference only and do not limit the scope of each section. Some capitalized terms have specific definitions, and we have provided them in section 44.

1. Purpose
2. Establishing and Funding Your Account
3. Your Relationship with the Bank
4. Your Relationship with RefPay
5. Relationship between the Bank and RefPay
6. The Trust Account
7. Registering RefPay Users
8. Payments
9. Account Statements
10. Unauthorized Transactions
11. Errors by RefPay
12. Fees for Funding Accounts
13. Fees for Payments
14. Investment of Funds
15. Fees to RefPay
16. Notices to You
17. Notices to RefPay
18. Identity Authentication
19. Closing Your Account

- 20. Termination
- 21. Accounting and Taxes
- 22. Intellectual Property
- 23. Restricted Activities
- 24. Limitation on Duties of RefPay
- 25. Amendment
- 26. Removal of Bank
- 27. Resignation of Bank
- 28. Successor Bank
- 29. Compensation for Bank
- 30. Limit on Liability
- 31. No Expenses for the Bank
- 32. Certain Duties and Responsibilities of the Bank
- 33. Indemnification
- 34. Trust Agreement for Benefit of Certain Parties Only
- 35. Situs of Trust
- 36. Successors and Assigns
- 37. Privacy
- 38. Disputes with RefPay
- 39. Law and Forum for Disputes
- 40. No Waiver
- 41. No Warranty
- 42. Complete Agreement
- 43. Effective Date
- 44. Definitions

1. Purpose. This Agreement will allow you to establish an Account with RefPay and to deposit Funds into a RefPay Trust Account in order to use the RefPay Services to automate your payments to RefPay Users.

2. Establishing and Funding Your Account. You must establish an Account on the Website in order to make Payments to RefPay Users using the RefPay Services. Once your Account is established, you must fund the Account in an amount of U.S. dollars sufficient to cover any Payments entered by you on the Website. Funding your Account may be accomplished by (i) requesting an ACH debit through the Website into a RefPay Trust Account or (ii) providing a

check to the Bank, as trustee, in the manner described on the Website. In the case of an ACH transfer, you authorize RefPay to initiate, and your financial institution to honor, electronic debits and credits in the amount you designate through the Website. You may be charged a fee to cover transaction charges associated with ACH transfers to your Account as described in section 12. You understand that it is your responsibility to monitor and maintain Funds in your Account. RefPay may not authorize Payments by you in excess of the positive balance in your Account.

3. Your Relationship with the Bank. The Bank will act as trustee of the RefPay Trust Accounts and, subject to the terms and conditions of this Agreement, will act for the benefit of all RefPay Payors having Funds deposited in RefPay Trust Accounts. The Funds will be held in the name of the Bank as trustee. You specifically acknowledge and agree that Funds deposited by you into a RefPay Trust Account will be pooled and commingled with Funds submitted by other RefPay Payors and amounts due and owing to RefPay as its fees pursuant to the terms of this Agreement. The Bank will hold your Funds in the RefPay Trust Account for your use and benefit in accordance with and subject to all of the terms and conditions contained in this Agreement.

4. Your Relationship with RefPay. You hereby appoint RefPay to act as your designated agent for purposes of this Agreement. Among other things, you hereby expressly authorize RefPay to (i) perform the RefPay Services; (ii) maintain records of your Account and all Payments; (iii) direct the Bank to invest the Funds as provided in section 14; (iv) authorize and direct the Bank to disburse Payments to RefPay Users; (v) make individual Payment information available to the applicable RefPay User; and (vi) take any other action that RefPay deems necessary or desirable to carry out the transactions constituting the RefPay Services, subject to the provisions of section 24. RefPay agrees to act in accordance with the data, instructions and directions entered by you on the Website. You hereby authorize the Bank to follow the instructions of RefPay (whether electronic, written or oral) and you agree that the Bank may completely rely on such instructions of RefPay without further investigation or authorization from you.

5. Relationship between the Bank and RefPay. For purposes of collecting information from you and authorizing, authenticating and completing Payments to RefPay Users, RefPay will be acting as an agent for the Bank. You acknowledge and expressly agree to RefPay's acting as both your agent and as the agent for the Bank for purposes of this Agreement. You hereby waive any conflict resulting from such relationships. The Bank also agrees that RefPay will be acting as an agent for both you and the Bank for purposes of this Agreement. The Bank agrees to be solely responsible for ensuring compliance with all applicable federal and state laws relating to (i) the opening and maintenance of the RefPay Trust Accounts; (ii) the acceptance of the RefPay Payor as a trust customer of the Bank; (iii) the confidentiality of bank customer information; (iv) the transmitting of Payments; and (v) all other functions related to the Bank's responsibilities under this Agreement.

6. The Trust Account. Positive balances shown in your online Account represent Funds actually held by the Bank in the RefPay Trust Accounts. The Bank will hold title to all Funds deposited in the RefPay Trust Accounts for the proportionate benefit of the RefPay Payors as shown on the records maintained by RefPay or the Bank, as applicable. The Funds will be held

in the RefPay Trust Accounts until such time as you direct the Bank to make Payments to specific RefPay Users using the Website and such Payments are requested by and distributed to the respective RefPay User. By depositing Funds and providing Payment information on the Website, you are authorizing the Bank and RefPay, acting as your designated agent, to make Payments from the RefPay Trust Accounts as described in this Agreement.

7. Registering RefPay Users. RefPay Users must register on the Website to receive Payments.

8. Payments. You may only initiate Payment to RefPay Users through the Website. RefPay Services may only be used to make Payments to residents of the United States. RefPay, acting as your designated agent, will authorize the Bank to transfer Funds for Payments by (i) ACH transfer to the RefPay User's designated bank account; (ii) crediting the RefPay User's designated debit card account; or (iii) check to the address provided by the RefPay User, as requested by the applicable RefPay User. You understand that it is your responsibility to obtain each RefPay User's user name and account number so that RefPay Users can be paid through the RefPay Services. You understand that Funds must be available in your Account to fund any Payments. The Bank will not be obligated to make any Payments until the funds therefor have been received by the Bank. In authorizing Payments, RefPay is entitled to rely on the information and instructions provided by you on the Website. You agree that such information and instructions constitute your authorization and instruction to RefPay to authorize such transfers, as your agent. The Bank is entitled to rely solely on the directions of RefPay without reviewing any other information. Once you have provided your authorization for a Payment, you may not be able cancel the Payment.

9. Account Statements. You may view your transaction history and Account information by logging in to your Account and looking at your Account history. You agree to review your transactions through the Website instead of receiving periodic account statements by mail.

10. Unauthorized Transactions. You should immediately notify RefPay if you believe (a) there has been an unauthorized transaction or access to your Account; (b) your password has been compromised or (c) you made an error in information provided on the Website in accordance with section 17. You should regularly log in to your Account and review your Account history to ensure that there has not been an unauthorized transaction.

11. Errors by RefPay. If RefPay makes a processing error, we will rectify the error. If the error results in a loss to you, RefPay will credit your Account for the amount of the error. You agree that in such case RefPay assumes your rights against the recipient and third parties related to such payment, and may pursue those rights directly or on your behalf, in RefPay's discretion.

12. Fees for Funding Accounts. Currently, there is no monthly cost for the maintenance of your Account. However, you acknowledge that RefPay reserves the right to change its fee structure at any time. RefPay agrees to publish on the website any changes in fee structure at least 30 days prior to the effective date of the fee structure changes. RefPay charges the following fees for initiating ACH transfers to fund your Account: Debit requests for less than or equal to \$5,000.00 will be assessed a \$3.00 account funding fee. Debit requests greater than

\$5000.00 will be free. You understand that ACH debits and credits take approximately five Business Days for funds to be fully collected or dispersed. You understand that any ACH debit request that is returned as a non-sufficient fund transaction will be assessed a \$25.00 transaction fee. You are responsible for any fees charged directly by your bank associated with ACH debits and credits initiated through the Website.

13. Fees for Payments. RefPay charges fees to make Payments from your Account, as published on the Website and as may be changed by RefPay from time to time. RefPay agrees to publish on the Website any changes in the payment fees at least 30 days before the effective date of such payment fee changes. You acknowledge that RefPay reserves the right to change its fee structure at anytime.

14. Investment of Funds. All Funds in the RefPay Trust Accounts shall be invested as directed by RefPay, provided that all Funds shall be invested in FDIC-insured deposit accounts or in obligations of, or obligations fully guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof. You hereby acknowledge that RefPay will direct the investment of the RefPay Trust Account Funds, in accordance with this section, and that such investments may or may not be deposits in or obligations of the Bank. You hereby agree that the funds in your Account shall be held in the RefPay General Trust Account. For purposes of determining the portion of the RefPay General Trust Account Funds owned by you in each financial institution in which RefPay General Trust Account Funds are invested, your Funds will be deemed to be distributed among such financial institutions in the same proportions as the RefPay General Trust Account Funds are distributed among such financial institutions. For example, if 25% of the RefPay General Trust Account Funds are deposited at a particular financial institution, then 25% of your Funds in the RefPay General Trust Account are deemed to be held at such financial institution. The list of financial institutions in which RefPay General Trust Account Funds are invested can be viewed on the Website. You agree and accept that it is your responsibility to ensure that the proportionate share of the Funds in your Account held by any financial institution, when combined with other accounts, funds or investments you may have with such financial institutions in any capacity, do not exceed the limits permitted by the FDIC for its insurance coverage.

15. Fees to RefPay. You agree that you will not receive interest or other earnings on the Funds in the RefPay Trust Accounts. In addition to any other fees paid by you in connection with the RefPay Services, you agree that in consideration for your use of the RefPay Services, you irrevocably transfer and assign to RefPay any ownership right that you may have in any interest or earning that may accrue on Funds held in the RefPay Trust Accounts. This assignment applies only to interest and earnings on your Funds, and nothing in this Agreement grants RefPay any ownership right to the principal of the Funds in the RefPay Trust Accounts. The Bank will treat such interest and earnings as property of RefPay and is authorized to pay such earnings as directed by RefPay without further authorization from you.

16. Notices to You. Except as otherwise required by this Agreement, you agree that RefPay may provide notice to you by posting it on the Website, emailing it to the email address listed on your Account, or mailing it to the street address listed on your Account. Such notice will be considered to be received by you within 24 hours of the time it is posted to the Website or

emailed to you unless we receive notice that the email was not delivered. If the notice is sent by mail, RefPay will consider it to have been received by you three Business Days after it is sent.

17. Notices to RefPay. Notices to RefPay must be provided by mail sent to: RefPay, LLC, 126 W. Sego Lily Drive, Suite 190, Sandy, Utah 84070. Such notice will be effective when actually received by RefPay. No oral communications will be effective to provide notice to RefPay under this Agreement.

18. Identity Authentication. You authorize RefPay and the Bank, directly or through third parties, to make any inquiries they consider necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address, ordering a credit report and verifying your information against third-party databases or through other sources.

19. Closing Your Account. You may close your Account at any time by sending a signed written request to: RefPay LLC, 126 W. Sego Lily Drive, Suite 190, Sandy, Utah 84070. You must use or withdraw your Account balance prior to closing your Account. Upon Account closure, we will cancel any pending transactions. RefPay may close your Account if there is no activity on your Account for one year, whereupon RefPay, acting as your designated agent, may direct the Bank to return to you any uncommitted Funds remaining in your Account to the last address shown on RefPay's records, or as otherwise permitted by applicable law. RefPay may charge a reasonable fee for processing remaining Funds upon closure of your Account due to inactivity not to exceed \$20.

20. Termination. RefPay, in its sole discretion, reserves the right to terminate this Agreement, access to the Website, or access to the RefPay Services for any reason and at any time upon notice to you and payment to you of all of your unrestricted Funds held in the RefPay Trust Accounts. In addition, this Agreement will terminate on the earlier of: (a) such time as you have closed your Account or (b) twenty-one years less one day after the date of this Agreement. Upon termination for any reason other than your default under this Agreement, RefPay shall make payment to you of all your unrestricted Funds held in the Trust Account.

21. Accounting and Taxes. The Bank shall keep all appropriate books and records relating to the receipt and disbursement by it of all monies under this Agreement. The Bank will prepare all tax returns required to be filed with respect to the Trust. You acknowledge that RefPay is not responsible for determining whether taxes apply to your transactions, or for collecting, reporting or remitting any taxes arising from any transaction, and that it is your responsibility to determine what, if any, taxes apply to the Payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority with respect to such Payments. RefPay will keep records of all payments made to RefPay Users. You agree and acknowledge that any 1099 tax form issued to RefPay Users who exceed the income threshold set by the IRS for income reporting purposes will be issued electronically. You acknowledge that the information provided by RefPay Users from their online application will be used as a substitute for IRS form W-9.

22. Intellectual Property. "RefPay.com," "RefPay" and all related logos, products and services described in the Website are either trademarks or registered trademarks of RefPay or its licensors. You may not copy, imitate or use them without RefPay's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of RefPay. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the Website and any content thereon is the exclusive property of RefPay and its licensors.

23. Restricted Activities. In connection with your use of the Website and the RefPay Services, or in the course of your interactions with RefPay or the Bank, you will not:

- a. Breach this Agreement or any other agreement that you have entered into with RefPay or the Bank;
- b. Violate any law, statute, ordinance, or regulation;
- c. Infringe on RefPay's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Provide false, inaccurate or misleading information;
- e. Send or receive fraudulent funds; or
- f. Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us.

24. Limitation on Duties of RefPay. RefPay's duties under this Agreement are limited to (i) providing software, data management and website services; (ii) acting as your agent as described in this Agreement; and (iii) acting as the agent for the Bank as described in this Agreement. RefPay will not receive, hold, own or transmit any funds whatsoever and will not provide any financial or banking services. No provision of this Agreement should be read or interpreted to authorize or require RefPay to perform any action that would cause RefPay to be subject to, or in violation of, any federal, state or local law or regulation applicable to money transmitters, banks or other financial institutions or financial service providers. Any such provision shall be interpreted to authorize and require such actions to be performed by the Bank.

25. Amendment. RefPay, after receiving the consent of the Bank, may amend this Agreement at any time by posting a revised version on the Website. The revised version will be effective at the time it is posted. In addition, if the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of the Substantial Change by posting notice on the Website. You specifically authorize RefPay and the Bank to act in accordance with the terms of such amendment and, without limiting the foregoing, any use by you of the Website after the effective date of such amendment will confirm your consent to the amendment.

26. Removal of Bank. RefPay, acting as your agent, may remove the Bank as trustee of the RefPay Trust Accounts at any time by a written notice to the Bank. Such removal shall take effect immediately upon the appointment of a successor pursuant to section 28, whereupon all powers, rights and obligations of the removed Bank under this Agreement shall cease and terminate. You may not remove or change the Bank.

27. Resignation of Bank. The Bank may resign at any time upon giving 90 Days' prior written notice of such resignation to RefPay. Such resignation will take effect upon the appointment of a successor pursuant to section 28, whereupon all powers, rights and obligations of the resigning Bank under this Agreement shall cease and terminate.

28. Successor Bank. Promptly upon removal of, or receipt of a notice of resignation from, the Bank, a successor shall be appointed by RefPay and the successor will execute and deliver to its predecessor an instrument accepting such appointment. Such successor shall assume all powers, rights and obligations of such predecessor.

29. Compensation for Bank. The Bank agrees that its compensation shall be paid by RefPay and that the RefPay Payors shall not have any liability to the Bank for compensation for its services.

30. Limit on Liability. Neither RefPay nor the Bank shall incur any liability to anyone in acting or refraining from acting upon any data, instructions, notice, report, or other document reasonably believed by it to be genuine and believed by it to be authorized by the proper party or parties. RefPay and the Bank may for all purposes hereof rely on information provided on the Website by any person using your duly authorized user name and password. In the administration of this Agreement, RefPay and the Bank may rely on advice of counsel, accountants and other skilled persons to be selected and employed by them, and RefPay and the Bank shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the actions, advice or opinion of any such counsel, accountants or other skilled persons. IN NO EVENT SHALL REFPAY OR THE BANK, OR THEIR PARENT COMPANIES, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE REFPAY SERVICES, THE WEBSITE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) AND ANY LIABILITY OF SUCH PERSONS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

31. No Expenses for the Bank. The Bank shall not have any obligation by virtue of this Agreement to expend or risk any of its own funds, or to take any action which could, in the reasonable opinion of the Bank, result in any cost or expense being incurred by the Bank. The Bank shall not be required to take any action or refrain from taking any action under this Agreement unless it shall have been indemnified in a manner and form satisfactory to the Bank against any liability, cost or expense (including reasonable attorneys' fees) which may be incurred in connection therewith. No provisions of this Agreement shall be deemed to impose any duty on the Bank to take any action if the Bank shall have been advised by counsel that such action would expose it to personal liability, is contrary to the terms hereof or is contrary to law. In the event that any claim is brought against the Bank by any RefPay Payor, the Bank shall be reimbursed from the Funds of such RefPay Payor for all reasonable costs and expenses incurred by the Bank in connection with such claims except for claims resulting from (a) in the case of willful misconduct or gross negligence on the part of the Bank in the performance or nonperformance of its duties hereunder or otherwise, or (b) the failure to use ordinary care on the part of the Bank in the disbursement of Funds in accordance with the terms of this Agreement.

In the event of a default under this Agreement by a RefPay Payor, the Bank shall be entitled to receive reasonable compensation from such RefPay Payor for its additional responsibilities, and payment or reimbursement for its reasonable expenses. The Bank shall have a lien on the Funds of the applicable RefPay Payor to secure payment of such compensation and expenses resulting from the default of such RefPay Payor.

32. Certain Duties and Responsibilities of the Bank. The Bank undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Bank.

33. Indemnification. You hereby agree to assume liability for, and to indemnify, protect, save and keep harmless the Bank, in its individual capacity, and its successors, assigns, legal representatives, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, taxes (excluding any taxes payable by the Bank in its individual capacity on or measured by any compensation received by the Bank in its individual capacity for its services hereunder), claims, actions, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Bank in its individual capacity in any way relating to or arising out of your actions in connection with this Agreement or the enforcement of any of the terms hereof against you, except (a) in the case of willful misconduct or gross negligence on the part of the Bank in the performance or nonperformance of its duties hereunder or otherwise, or (b) in the case of the failure to use ordinary care on the part of the Bank in the disbursement of Funds in accordance with the terms of this Agreement. You agree to defend, indemnify and hold RefPay, its parent, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the RefPay Services. RefPay agrees to defend, indemnify and hold you, your affiliates, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of RefPay's breach of this Agreement and/or RefPay's acts or omissions in connection with performing the RefPay Services.

34. Trust Agreement for Benefit of Certain Parties Only. Nothing herein, whether expressed or implied, shall be construed to give any person other than you, RefPay and the Bank any legal or equitable right, remedy or claim under or in respect of this Agreement.

35. Situs of RefPay Trust Accounts. The RefPay Trust Accounts have been accepted by the Bank and will be administered in the State of Utah.

36. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and permitted assigns, including any successive holder of all or any part of your interest in the RefPay Trust Accounts.

37. Privacy. Protecting your privacy is very important to RefPay. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

38. Disputes with RefPay. If a dispute arises between you and RefPay, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than U.S. \$10,000.00, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through an established alternative dispute resolution (ADR) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone or online, and/or it shall be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This section does not apply to disputes between you and the Bank.

39. Law and Forum for Disputes. Except as otherwise agreed by the parties or as described in section 38 above, you agree that any claim or dispute you may have against RefPay or the Bank must be resolved by a court located in Salt Lake City, Utah. You agree to submit to the personal jurisdiction of the courts located within Salt Lake City, Utah for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Utah, without regard to conflict of law provisions.

40. No Waiver. RefPay's or the Bank's failure to act with respect to a breach by you or others does not waive any right to act with respect to subsequent or similar breaches.

41. No Warranty. RefPay does not guarantee continuous, uninterrupted or secure access to any part of the RefPay Services, and operation of the Website may be interfered with by numerous factors outside of our control. RefPay will make reasonable efforts to ensure that requests for electronic transactions are processed in a timely manner but RefPay makes no representations or warranties regarding the amount of time needed to complete processing because the RefPay Services are dependent upon many factors outside of RefPay's control, such as delays in the banking system or the U.S. or international mail service.

42. Complete Agreement. This Agreement sets forth the entire understanding between you on the one hand and RefPay and the Bank on the other hand with respect to the subject matter of this Agreement. Sections 24, 30, 31, 32, 33, 35, 38, 39, 40, 41 and 42, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective, provided that such remaining provisions do not increase the obligations or liabilities of the Bank. You may obtain an electronic copy of this Agreement executed by the Bank by requesting such copy from RefPay as provided in section 17.

43. Effective Date. This Agreement is effective upon your clicking "I Agree" below and/or by your use of the RefPay Services as a Payor. **YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT REPRESENTS THE EXPRESS AGREEMENT BETWEEN YOU, REFPAY AND THE BANK WITH RESPECT TO ALL PAST AND FUTURE REFPAY**

SERVICES, AND WITH RESPECT TO ANY FUNDS IN THE REFPAY TRUST ACCOUNTS, WHETHER SUCH FUNDS WERE DEPOSITED PRIOR TO OR AFTER YOUR AGREEING TO THIS AGREEMENT. IN NO EVENT MAY YOU CLAIM THAT THIS AGREEMENT ONLY GOVERNS TRANSACTIONS OCCURRING OR FUNDS DEPOSITED AFTER THE EFFECTIVE DATE. THIS SECTION IS AN ESSENTIAL CONDITION TO USING THE REFPAY SERVICES. Prior to agreeing to this Agreement, you may request a Payment for any positive balances shown in your Account.

44. Definitions.

- a. "ACH" means the Automated Clearing House network.
- b. "Account" means your RefPay account on the Website.
- c. "Agreement" means this agreement including all subsequent amendments.
- d. "Bank" means the Bank of Utah, acting solely in its capacity as trustee, or such other bank selected by RefPay from time to time to act as trustee.
- e. "Business Days" means Monday through Friday, excluding days on which the banks in the State of Utah are closed.
- f. "Days" means calendar days.
- g. "Funds" means any monies deposited by you or other RefPay Payors into the Trust Account.
- h. "Payment" or "Payments" means payment by RefPay Payors to RefPay Users using the RefPay Services.
- i. "RefPay," "we," "us" or "our" means RefPay LLC and its subsidiaries and affiliates.
- j. "RefPay General Trust Account" means the primary RefPay Trust Account maintained by the Bank for the benefit of the RefPay Payors.
- k. "RefPay Payor" means those RefPay Users who deposit Funds into the General Trust Account or other RefPay trust account.
- l. "RefPay Services" means all services and related products provided by or made available by RefPay LLC.
- m. "RefPay Trust Accounts" means the trust accounts maintained by the Bank for the benefit of the RefPay Payors.
- n. "RefPay User" means you and any other person or entity using the RefPay Services.

o. “Substantial Change” means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

p. “Website” means RefPay.com and/or ArbiterSports.com and/or RefPay.com.

q. “You” or “your” means you and any other person or entity using the RefPay Services.

To acknowledge that you agree to be bound by the terms and conditions of this Agreement, click “I Agree.”

To indicate that you do not agree to be bound by the terms and conditions of this Agreement, click “I Decline” and do not attempt to use or access the System.

6.5 Paying Administrator Basic and Premium Account Tables

Paying Admin Basic	Cost
Monthly Account Fee	FREE
RefPay Acct to Bank Acct (unlimited)	FREE
RefPay to RefPay Acct (Same Assoc)	FREE
E-mail Customer Support	FREE
Internal Messaging Support	FREE
Live Support Customer Call	FREE
Real Time Acct Statements	FREE
Tax Module (Optional – per 1099)	\$1.00
TrustBank lockbox deposit fee	\$3.00
Issue a Written Check	\$3.00
Payroll Account Funding Fee	\$5.00
Monthly Inactivity Fee (after 13 months no activity)	\$10.00
TrustBank Holding Fee (annual)	\$20.00
NSF Return ACH Payroll Account	\$20.00
Early Funds Release Fee OAC	0.05%

Amount Being Paid	Cost per Transaction
<\$75	\$.54
\$75 - \$150	\$.73
\$150 - \$500	\$.94
\$500 - \$1000	\$1.26
>\$1000	\$1.89

For a slight increase on the costs per transactions the Premium account includes the tax module, covers the lockbox deposit fee and the Payroll account funding fee, and the TrustBank annual holding fee

Paying Admin Premium	
Monthly Account Fee	FREE
RefPay Payroll Acct to Bank Acct (unlimited)	FREE
RefPay to RefPay Acct (Same Assoc)	FREE
E-mail Customer Support	FREE
Internal Messaging Support	FREE
Live Customer Support Call	FREE
Real Time Acct Statements	FREE
Tax Module	INCLUDED
TrustBank LockBox Deposit Fee	INCLUDED
Payroll Acct Funding Fee	INCLUDED
TrustBank Holding Fee (annual)	INCLUDED
Issue a Written Check	\$3.00
Monthly Inactivity Fee (after 13 month of no activity)	\$10.00
NSF Return ACH Payroll Acct	\$20.00
Early Funds Release Fee OAC	0.05%

Amount Being Paid	Cost Per Transaction
<\$75	\$.63
\$75 - \$150	\$.79
\$150 - \$500	\$.99
\$500 - \$1000	\$1.31
>\$1000	\$1.97

Cost per transaction fees are per PAYSHEET/TRANSACTION not per game



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Request approval of Consultant Agreement Contract between Madera Unified School District (MUSD)/Madera South High School and RefPay.com, a business entity providing payment services to sports officials in the central San Joaquin Valley, California for the 2012-2013 school year with an automatic termination on June 7th, 2013.

Responsible Staff: **Dr. Anthony Monreal, Deputy Superintendent**
Robert Chavez, Chief Academic Officer
John P. Denno, Coordinator of Athletics and Elem. PE/Principal Eastin-Arcola

Agenda Placement: Consent

Background/ rationale:

- RefPay.com is a web-based system acting as the paymaster as an extension of the MUSD Athletic Departments for the purpose of paying sports officials for their officiating services at Madera South High School.

Financial impact:

Not to exceed \$19,602. Madera South High School Athletic Fund.

Superintendent's recommendation:

- Superintendent recommends the board approve Consultant Agreement Contract between Madera Unified School District (MUSD)/Madera South High School and RefPay.com

Supporting documents attached:

- User Agreement For RefPay Payors, Madera South High School

USER AGREEMENT FOR REFPAY PAYORS

This User Agreement (“Agreement”) is a contract between you, RefPay and the Bank. This Agreement governs your use of the RefPay Services and the Website. You must read, agree to and accept all of the terms and conditions contained in this Agreement in order to use the RefPay Services and the Website. This is an important legal document that you must consider carefully when choosing whether to use the RefPay Services.

BY CLICKING “I AGREE” BELOW, OR BY USING THE REFPAY SERVICES AS A PAYOR, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS YOU MUST NOT ACCESS THE REFPAY SERVICES.

This Agreement contains 44 sections, and you may jump directly to any section by selecting the appropriate link below. The headings below are for reference only and do not limit the scope of each section. Some capitalized terms have specific definitions, and we have provided them in section 44.

1. Purpose
2. Establishing and Funding Your Account
3. Your Relationship with the Bank
4. Your Relationship with RefPay
5. Relationship between the Bank and RefPay
6. The Trust Account
7. Registering RefPay Users
8. Payments
9. Account Statements
10. Unauthorized Transactions
11. Errors by RefPay
12. Fees for Funding Accounts
13. Fees for Payments
14. Investment of Funds
15. Fees to RefPay
16. Notices to You
17. Notices to RefPay
18. Identity Authentication
19. Closing Your Account

- 20. Termination
- 21. Accounting and Taxes
- 22. Intellectual Property
- 23. Restricted Activities
- 24. Limitation on Duties of RefPay
- 25. Amendment
- 26. Removal of Bank
- 27. Resignation of Bank
- 28. Successor Bank
- 29. Compensation for Bank
- 30. Limit on Liability
- 31. No Expenses for the Bank
- 32. Certain Duties and Responsibilities of the Bank
- 33. Indemnification
- 34. Trust Agreement for Benefit of Certain Parties Only
- 35. Situs of Trust
- 36. Successors and Assigns
- 37. Privacy
- 38. Disputes with RefPay
- 39. Law and Forum for Disputes
- 40. No Waiver
- 41. No Warranty
- 42. Complete Agreement
- 43. Effective Date
- 44. Definitions

1. Purpose. This Agreement will allow you to establish an Account with RefPay and to deposit Funds into a RefPay Trust Account in order to use the RefPay Services to automate your payments to RefPay Users.

2. Establishing and Funding Your Account. You must establish an Account on the Website in order to make Payments to RefPay Users using the RefPay Services. Once your Account is established, you must fund the Account in an amount of U.S. dollars sufficient to cover any Payments entered by you on the Website. Funding your Account may be accomplished by (i) requesting an ACH debit through the Website into a RefPay Trust Account or (ii) providing a

check to the Bank, as trustee, in the manner described on the Website. In the case of an ACH transfer, you authorize RefPay to initiate, and your financial institution to honor, electronic debits and credits in the amount you designate through the Website. You may be charged a fee to cover transaction charges associated with ACH transfers to your Account as described in section 12. You understand that it is your responsibility to monitor and maintain Funds in your Account. RefPay may not authorize Payments by you in excess of the positive balance in your Account.

3. Your Relationship with the Bank. The Bank will act as trustee of the RefPay Trust Accounts and, subject to the terms and conditions of this Agreement, will act for the benefit of all RefPay Payors having Funds deposited in RefPay Trust Accounts. The Funds will be held in the name of the Bank as trustee. You specifically acknowledge and agree that Funds deposited by you into a RefPay Trust Account will be pooled and commingled with Funds submitted by other RefPay Payors and amounts due and owing to RefPay as its fees pursuant to the terms of this Agreement. The Bank will hold your Funds in the RefPay Trust Account for your use and benefit in accordance with and subject to all of the terms and conditions contained in this Agreement.

4. Your Relationship with RefPay. You hereby appoint RefPay to act as your designated agent for purposes of this Agreement. Among other things, you hereby expressly authorize RefPay to (i) perform the RefPay Services; (ii) maintain records of your Account and all Payments; (iii) direct the Bank to invest the Funds as provided in section 14; (iv) authorize and direct the Bank to disburse Payments to RefPay Users; (v) make individual Payment information available to the applicable RefPay User; and (vi) take any other action that RefPay deems necessary or desirable to carry out the transactions constituting the RefPay Services, subject to the provisions of section 24. RefPay agrees to act in accordance with the data, instructions and directions entered by you on the Website. You hereby authorize the Bank to follow the instructions of RefPay (whether electronic, written or oral) and you agree that the Bank may completely rely on such instructions of RefPay without further investigation or authorization from you.

5. Relationship between the Bank and RefPay. For purposes of collecting information from you and authorizing, authenticating and completing Payments to RefPay Users, RefPay will be acting as an agent for the Bank. You acknowledge and expressly agree to RefPay's acting as both your agent and as the agent for the Bank for purposes of this Agreement. You hereby waive any conflict resulting from such relationships. The Bank also agrees that RefPay will be acting as an agent for both you and the Bank for purposes of this Agreement. The Bank agrees to be solely responsible for ensuring compliance with all applicable federal and state laws relating to (i) the opening and maintenance of the RefPay Trust Accounts; (ii) the acceptance of the RefPay Payor as a trust customer of the Bank; (iii) the confidentiality of bank customer information; (iv) the transmitting of Payments; and (v) all other functions related to the Bank's responsibilities under this Agreement.

6. The Trust Account. Positive balances shown in your online Account represent Funds actually held by the Bank in the RefPay Trust Accounts. The Bank will hold title to all Funds deposited in the RefPay Trust Accounts for the proportionate benefit of the RefPay Payors as shown on the records maintained by RefPay or the Bank, as applicable. The Funds will be held

in the RefPay Trust Accounts until such time as you direct the Bank to make Payments to specific RefPay Users using the Website and such Payments are requested by and distributed to the respective RefPay User. By depositing Funds and providing Payment information on the Website, you are authorizing the Bank and RefPay, acting as your designated agent, to make Payments from the RefPay Trust Accounts as described in this Agreement.

7. Registering RefPay Users. RefPay Users must register on the Website to receive Payments.

8. Payments. You may only initiate Payment to RefPay Users through the Website. RefPay Services may only be used to make Payments to residents of the United States. RefPay, acting as your designated agent, will authorize the Bank to transfer Funds for Payments by (i) ACH transfer to the RefPay User's designated bank account; (ii) crediting the RefPay User's designated debit card account; or (iii) check to the address provided by the RefPay User, as requested by the applicable RefPay User. You understand that it is your responsibility to obtain each RefPay User's user name and account number so that RefPay Users can be paid through the RefPay Services. You understand that Funds must be available in your Account to fund any Payments. The Bank will not be obligated to make any Payments until the funds therefor have been received by the Bank. In authorizing Payments, RefPay is entitled to rely on the information and instructions provided by you on the Website. You agree that such information and instructions constitute your authorization and instruction to RefPay to authorize such transfers, as your agent. The Bank is entitled to rely solely on the directions of RefPay without reviewing any other information. Once you have provided your authorization for a Payment, you may not be able cancel the Payment.

9. Account Statements. You may view your transaction history and Account information by logging in to your Account and looking at your Account history. You agree to review your transactions through the Website instead of receiving periodic account statements by mail.

10. Unauthorized Transactions. You should immediately notify RefPay if you believe (a) there has been an unauthorized transaction or access to your Account; (b) your password has been compromised or (c) you made an error in information provided on the Website in accordance with section 17. You should regularly log in to your Account and review your Account history to ensure that there has not been an unauthorized transaction.

11. Errors by RefPay. If RefPay makes a processing error, we will rectify the error. If the error results in a loss to you, RefPay will credit your Account for the amount of the error. You agree that in such case RefPay assumes your rights against the recipient and third parties related to such payment, and may pursue those rights directly or on your behalf, in RefPay's discretion.

12. Fees for Funding Accounts. Currently, there is no monthly cost for the maintenance of your Account. However, you acknowledge that RefPay reserves the right to change its fee structure at any time. RefPay agrees to publish on the website any changes in fee structure at least 30 days prior to the effective date of the fee structure changes. RefPay charges the following fees for initiating ACH transfers to fund your Account: Debit requests for less than or equal to \$5,000.00 will be assessed a \$3.00 account funding fee. Debit requests greater than

\$5000.00 will be free. You understand that ACH debits and credits take approximately five Business Days for funds to be fully collected or dispersed. You understand that any ACH debit request that is returned as a non-sufficient fund transaction will be assessed a \$25.00 transaction fee. You are responsible for any fees charged directly by your bank associated with ACH debits and credits initiated through the Website.

13. Fees for Payments. RefPay charges fees to make Payments from your Account, as published on the Website and as may be changed by RefPay from time to time. RefPay agrees to publish on the Website any changes in the payment fees at least 30 days before the effective date of such payment fee changes. You acknowledge that RefPay reserves the right to change its fee structure at anytime.

14. Investment of Funds. All Funds in the RefPay Trust Accounts shall be invested as directed by RefPay, provided that all Funds shall be invested in FDIC-insured deposit accounts or in obligations of, or obligations fully guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof. You hereby acknowledge that RefPay will direct the investment of the RefPay Trust Account Funds, in accordance with this section, and that such investments may or may not be deposits in or obligations of the Bank. You hereby agree that the funds in your Account shall be held in the RefPay General Trust Account. For purposes of determining the portion of the RefPay General Trust Account Funds owned by you in each financial institution in which RefPay General Trust Account Funds are invested, your Funds will be deemed to be distributed among such financial institutions in the same proportions as the RefPay General Trust Account Funds are distributed among such financial institutions. For example, if 25% of the RefPay General Trust Account Funds are deposited at a particular financial institution, then 25% of your Funds in the RefPay General Trust Account are deemed to be held at such financial institution. The list of financial institutions in which RefPay General Trust Account Funds are invested can be viewed on the Website. You agree and accept that it is your responsibility to ensure that the proportionate share of the Funds in your Account held by any financial institution, when combined with other accounts, funds or investments you may have with such financial institutions in any capacity, do not exceed the limits permitted by the FDIC for its insurance coverage.

15. Fees to RefPay. You agree that you will not receive interest or other earnings on the Funds in the RefPay Trust Accounts. In addition to any other fees paid by you in connection with the RefPay Services, you agree that in consideration for your use of the RefPay Services, you irrevocably transfer and assign to RefPay any ownership right that you may have in any interest or earning that may accrue on Funds held in the RefPay Trust Accounts. This assignment applies only to interest and earnings on your Funds, and nothing in this Agreement grants RefPay any ownership right to the principal of the Funds in the RefPay Trust Accounts. The Bank will treat such interest and earnings as property of RefPay and is authorized to pay such earnings as directed by RefPay without further authorization from you.

16. Notices to You. Except as otherwise required by this Agreement, you agree that RefPay may provide notice to you by posting it on the Website, emailing it to the email address listed on your Account, or mailing it to the street address listed on your Account. Such notice will be considered to be received by you within 24 hours of the time it is posted to the Website or

emailed to you unless we receive notice that the email was not delivered. If the notice is sent by mail, RefPay will consider it to have been received by you three Business Days after it is sent.

17. Notices to RefPay. Notices to RefPay must be provided by mail sent to: RefPay, LLC, 126 W. Sego Lily Drive, Suite 190, Sandy, Utah 84070. Such notice will be effective when actually received by RefPay. No oral communications will be effective to provide notice to RefPay under this Agreement.

18. Identity Authentication. You authorize RefPay and the Bank, directly or through third parties, to make any inquiries they consider necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address, ordering a credit report and verifying your information against third-party databases or through other sources.

19. Closing Your Account. You may close your Account at any time by sending a signed written request to: RefPay LLC, 126 W. Sego Lily Drive, Suite 190, Sandy, Utah 84070. You must use or withdraw your Account balance prior to closing your Account. Upon Account closure, we will cancel any pending transactions. RefPay may close your Account if there is no activity on your Account for one year, whereupon RefPay, acting as your designated agent, may direct the Bank to return to you any uncommitted Funds remaining in your Account to the last address shown on RefPay's records, or as otherwise permitted by applicable law. RefPay may charge a reasonable fee for processing remaining Funds upon closure of your Account due to inactivity not to exceed \$20.

20. Termination. RefPay, in its sole discretion, reserves the right to terminate this Agreement, access to the Website, or access to the RefPay Services for any reason and at any time upon notice to you and payment to you of all of your unrestricted Funds held in the RefPay Trust Accounts. In addition, this Agreement will terminate on the earlier of: (a) such time as you have closed your Account or (b) twenty-one years less one day after the date of this Agreement. Upon termination for any reason other than your default under this Agreement, RefPay shall make payment to you of all your unrestricted Funds held in the Trust Account.

21. Accounting and Taxes. The Bank shall keep all appropriate books and records relating to the receipt and disbursement by it of all monies under this Agreement. The Bank will prepare all tax returns required to be filed with respect to the Trust. You acknowledge that RefPay is not responsible for determining whether taxes apply to your transactions, or for collecting, reporting or remitting any taxes arising from any transaction, and that it is your responsibility to determine what, if any, taxes apply to the Payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority with respect to such Payments. RefPay will keep records of all payments made to RefPay Users. You agree and acknowledge that any 1099 tax form issued to RefPay Users who exceed the income threshold set by the IRS for income reporting purposes will be issued electronically. You acknowledge that the information provided by RefPay Users from their online application will be used as a substitute for IRS form W-9.

22. Intellectual Property. "RefPay.com," "RefPay" and all related logos, products and services described in the Website are either trademarks or registered trademarks of RefPay or its licensors. You may not copy, imitate or use them without RefPay's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of RefPay. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the Website and any content thereon is the exclusive property of RefPay and its licensors.

23. Restricted Activities. In connection with your use of the Website and the RefPay Services, or in the course of your interactions with RefPay or the Bank, you will not:

- a. Breach this Agreement or any other agreement that you have entered into with RefPay or the Bank;
- b. Violate any law, statute, ordinance, or regulation;
- c. Infringe on RefPay's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Provide false, inaccurate or misleading information;
- e. Send or receive fraudulent funds; or
- f. Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us.

24. Limitation on Duties of RefPay. RefPay's duties under this Agreement are limited to (i) providing software, data management and website services; (ii) acting as your agent as described in this Agreement; and (iii) acting as the agent for the Bank as described in this Agreement. RefPay will not receive, hold, own or transmit any funds whatsoever and will not provide any financial or banking services. No provision of this Agreement should be read or interpreted to authorize or require RefPay to perform any action that would cause RefPay to be subject to, or in violation of, any federal, state or local law or regulation applicable to money transmitters, banks or other financial institutions or financial service providers. Any such provision shall be interpreted to authorize and require such actions to be performed by the Bank.

25. Amendment. RefPay, after receiving the consent of the Bank, may amend this Agreement at any time by posting a revised version on the Website. The revised version will be effective at the time it is posted. In addition, if the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of the Substantial Change by posting notice on the Website. You specifically authorize RefPay and the Bank to act in accordance with the terms of such amendment and, without limiting the foregoing, any use by you of the Website after the effective date of such amendment will confirm your consent to the amendment.

26. Removal of Bank. RefPay, acting as your agent, may remove the Bank as trustee of the RefPay Trust Accounts at any time by a written notice to the Bank. Such removal shall take effect immediately upon the appointment of a successor pursuant to section 28, whereupon all powers, rights and obligations of the removed Bank under this Agreement shall cease and terminate. You may not remove or change the Bank.

27. Resignation of Bank. The Bank may resign at any time upon giving 90 Days' prior written notice of such resignation to RefPay. Such resignation will take effect upon the appointment of a successor pursuant to section 28, whereupon all powers, rights and obligations of the resigning Bank under this Agreement shall cease and terminate.

28. Successor Bank. Promptly upon removal of, or receipt of a notice of resignation from, the Bank, a successor shall be appointed by RefPay and the successor will execute and deliver to its predecessor an instrument accepting such appointment. Such successor shall assume all powers, rights and obligations of such predecessor.

29. Compensation for Bank. The Bank agrees that its compensation shall be paid by RefPay and that the RefPay Payors shall not have any liability to the Bank for compensation for its services.

30. Limit on Liability. Neither RefPay nor the Bank shall incur any liability to anyone in acting or refraining from acting upon any data, instructions, notice, report, or other document reasonably believed by it to be genuine and believed by it to be authorized by the proper party or parties. RefPay and the Bank may for all purposes hereof rely on information provided on the Website by any person using your duly authorized user name and password. In the administration of this Agreement, RefPay and the Bank may rely on advice of counsel, accountants and other skilled persons to be selected and employed by them, and RefPay and the Bank shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the actions, advice or opinion of any such counsel, accountants or other skilled persons. IN NO EVENT SHALL REFPAY OR THE BANK, OR THEIR PARENT COMPANIES, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE REFPAY SERVICES, THE WEBSITE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) AND ANY LIABILITY OF SUCH PERSONS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

31. No Expenses for the Bank. The Bank shall not have any obligation by virtue of this Agreement to expend or risk any of its own funds, or to take any action which could, in the reasonable opinion of the Bank, result in any cost or expense being incurred by the Bank. The Bank shall not be required to take any action or refrain from taking any action under this Agreement unless it shall have been indemnified in a manner and form satisfactory to the Bank against any liability, cost or expense (including reasonable attorneys' fees) which may be incurred in connection therewith. No provisions of this Agreement shall be deemed to impose any duty on the Bank to take any action if the Bank shall have been advised by counsel that such action would expose it to personal liability, is contrary to the terms hereof or is contrary to law. In the event that any claim is brought against the Bank by any RefPay Payor, the Bank shall be reimbursed from the Funds of such RefPay Payor for all reasonable costs and expenses incurred by the Bank in connection with such claims except for claims resulting from (a) in the case of willful misconduct or gross negligence on the part of the Bank in the performance or nonperformance of its duties hereunder or otherwise, or (b) the failure to use ordinary care on the part of the Bank in the disbursement of Funds in accordance with the terms of this Agreement.

In the event of a default under this Agreement by a RefPay Payor, the Bank shall be entitled to receive reasonable compensation from such RefPay Payor for its additional responsibilities, and payment or reimbursement for its reasonable expenses. The Bank shall have a lien on the Funds of the applicable RefPay Payor to secure payment of such compensation and expenses resulting from the default of such RefPay Payor.

32. Certain Duties and Responsibilities of the Bank. The Bank undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Bank.

33. Indemnification. You hereby agree to assume liability for, and to indemnify, protect, save and keep harmless the Bank, in its individual capacity, and its successors, assigns, legal representatives, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, taxes (excluding any taxes payable by the Bank in its individual capacity on or measured by any compensation received by the Bank in its individual capacity for its services hereunder), claims, actions, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Bank in its individual capacity in any way relating to or arising out of your actions in connection with this Agreement or the enforcement of any of the terms hereof against you, except (a) in the case of willful misconduct or gross negligence on the part of the Bank in the performance or nonperformance of its duties hereunder or otherwise, or (b) in the case of the failure to use ordinary care on the part of the Bank in the disbursement of Funds in accordance with the terms of this Agreement. You agree to defend, indemnify and hold RefPay, its parent, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the RefPay Services. RefPay agrees to defend, indemnify and hold you, your affiliates, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of RefPay's breach of this Agreement and/or RefPay's acts or omissions in connection with performing the RefPay Services.

34. Trust Agreement for Benefit of Certain Parties Only. Nothing herein, whether expressed or implied, shall be construed to give any person other than you, RefPay and the Bank any legal or equitable right, remedy or claim under or in respect of this Agreement.

35. Situs of RefPay Trust Accounts. The RefPay Trust Accounts have been accepted by the Bank and will be administered in the State of Utah.

36. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and permitted assigns, including any successive holder of all or any part of your interest in the RefPay Trust Accounts.

37. Privacy. Protecting your privacy is very important to RefPay. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

38. Disputes with RefPay. If a dispute arises between you and RefPay, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than U.S. \$10,000.00, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through an established alternative dispute resolution (ADR) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone or online, and/or it shall be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This section does not apply to disputes between you and the Bank.

39. Law and Forum for Disputes. Except as otherwise agreed by the parties or as described in section 38 above, you agree that any claim or dispute you may have against RefPay or the Bank must be resolved by a court located in Salt Lake City, Utah. You agree to submit to the personal jurisdiction of the courts located within Salt Lake City, Utah for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Utah, without regard to conflict of law provisions.

40. No Waiver. RefPay's or the Bank's failure to act with respect to a breach by you or others does not waive any right to act with respect to subsequent or similar breaches.

41. No Warranty. RefPay does not guarantee continuous, uninterrupted or secure access to any part of the RefPay Services, and operation of the Website may be interfered with by numerous factors outside of our control. RefPay will make reasonable efforts to ensure that requests for electronic transactions are processed in a timely manner but RefPay makes no representations or warranties regarding the amount of time needed to complete processing because the RefPay Services are dependent upon many factors outside of RefPay's control, such as delays in the banking system or the U.S. or international mail service.

42. Complete Agreement. This Agreement sets forth the entire understanding between you on the one hand and RefPay and the Bank on the other hand with respect to the subject matter of this Agreement. Sections 24, 30, 31, 32, 33, 35, 38, 39, 40, 41 and 42, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective, provided that such remaining provisions do not increase the obligations or liabilities of the Bank. You may obtain an electronic copy of this Agreement executed by the Bank by requesting such copy from RefPay as provided in section 17.

43. Effective Date. This Agreement is effective upon your clicking "I Agree" below and/or by your use of the RefPay Services as a Payor. **YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT REPRESENTS THE EXPRESS AGREEMENT BETWEEN YOU, REFPAY AND THE BANK WITH RESPECT TO ALL PAST AND FUTURE REFPAY**

SERVICES, AND WITH RESPECT TO ANY FUNDS IN THE REFPAY TRUST ACCOUNTS, WHETHER SUCH FUNDS WERE DEPOSITED PRIOR TO OR AFTER YOUR AGREEING TO THIS AGREEMENT. IN NO EVENT MAY YOU CLAIM THAT THIS AGREEMENT ONLY GOVERNS TRANSACTIONS OCCURRING OR FUNDS DEPOSITED AFTER THE EFFECTIVE DATE. THIS SECTION IS AN ESSENTIAL CONDITION TO USING THE REFPAY SERVICES. Prior to agreeing to this Agreement, you may request a Payment for any positive balances shown in your Account.

44. Definitions.

- a. "ACH" means the Automated Clearing House network.
- b. "Account" means your RefPay account on the Website.
- c. "Agreement" means this agreement including all subsequent amendments.
- d. "Bank" means the Bank of Utah, acting solely in its capacity as trustee, or such other bank selected by RefPay from time to time to act as trustee.
- e. "Business Days" means Monday through Friday, excluding days on which the banks in the State of Utah are closed.
- f. "Days" means calendar days.
- g. "Funds" means any monies deposited by you or other RefPay Payors into the Trust Account.
- h. "Payment" or "Payments" means payment by RefPay Payors to RefPay Users using the RefPay Services.
- i. "RefPay," "we," "us" or "our" means RefPay LLC and its subsidiaries and affiliates.
- j. "RefPay General Trust Account" means the primary RefPay Trust Account maintained by the Bank for the benefit of the RefPay Payors.
- k. "RefPay Payor" means those RefPay Users who deposit Funds into the General Trust Account or other RefPay trust account.
- l. "RefPay Services" means all services and related products provided by or made available by RefPay LLC.
- m. "RefPay Trust Accounts" means the trust accounts maintained by the Bank for the benefit of the RefPay Payors.
- n. "RefPay User" means you and any other person or entity using the RefPay Services.

o. “Substantial Change” means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

p. “Website” means RefPay.com and/or ArbiterSports.com and/or RefPay.com.

q. “You” or “your” means you and any other person or entity using the RefPay Services.

To acknowledge that you agree to be bound by the terms and conditions of this Agreement, click “I Agree.”

To indicate that you do not agree to be bound by the terms and conditions of this Agreement, click “I Decline” and do not attempt to use or access the System.

6.5 Paying Administrator Basic and Premium Account Tables

Paying Admin Basic	Cost
Monthly Account Fee	FREE
RefPay Acct to Bank Acct (unlimited)	FREE
RefPay to RefPay Acct (Same Assoc)	FREE
E-mail Customer Support	FREE
Internal Messaging Support	FREE
Live Support Customer Call	FREE
Real Time Acct Statements	FREE
Tax Module (Optional – per 1099)	\$1.00
TrustBank lockbox deposit fee	\$3.00
Issue a Written Check	\$3.00
Payroll Account Funding Fee	\$5.00
Monthly Inactivity Fee (after 13 months no activity)	\$10.00
TrustBank Holding Fee (annual)	\$20.00
NSF Return ACH Payroll Account	\$20.00
Early Funds Release Fee OAC	0.05%

Amount Being Paid	Cost per Transaction
<\$75	\$.54
\$75 - \$150	\$.73
\$150 - \$500	\$.94
\$500 - \$1000	\$1.26
>\$1000	\$1.89

For a slight increase on the costs per transactions the Premium account includes the tax module, covers the lockbox deposit fee and the Payroll account funding fee, and the TrustBank annual holding fee

Paying Admin Premium	
Monthly Account Fee	FREE
RefPay Payroll Acct to Bank Acct (unlimited)	FREE
RefPay to RefPay Acct (Same Assoc)	FREE
E-mail Customer Support	FREE
Internal Messaging Support	FREE
Live Customer Support Call	FREE
Real Time Acct Statements	FREE
Tax Module	INCLUDED
TrustBank LockBox Deposit Fee	INCLUDED
Payroll Acct Funding Fee	INCLUDED
TrustBank Holding Fee (annual)	INCLUDED
Issue a Written Check	\$3.00
Monthly Inactivity Fee (after 13 month of no activity)	\$10.00
NSF Return ACH Payroll Acct	\$20.00
Early Funds Release Fee OAC	0.05%

Amount Being Paid	Cost Per Transaction
<\$75	\$.63
\$75 - \$150	\$.79
\$150 - \$500	\$.99
\$500 - \$1000	\$1.31
>\$1000	\$1.97

Cost per transaction fees are per PAYSHEET/TRANSACTION not per game



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Request approval of Contract between Madera Unified School District and Stanislaus County Office of Education to provide English as a Second Language classes for two Migrant Head Start Centers.

Responsible Staff: **Dr. Anthony A. Monreal, Deputy Superintendent**
David Raygoza, Principal/Madera Adult School

Agenda Placement: Consent

Background/ rationale:

- Request approval to enter into an agreement with Stanislaus County Office of Education to provide specialized community education/enrichment classes for adults participating in the Migrant Head Start education program. Duration of contract: December 1, 2012 to February 16, 2013.
- Stanislaus County Office of Education is in need of providing short-term English as a Second Language (ESL) classes for migrant families participating in their Migrant Head Start program. The two Migrant Head Start Centers where services will be performed are Mis Angelitos and Sierra Vista. Services will be exclusively provided for families enrolled in the Migrant Head Start Program.
- Madera Adult School has been providing specialized Community Education/Enrichment classes for Migrant Head Start families for the past two years. This partnership has been beneficial to both parties and allows us to build capacity for English Language acquisition for families participating in the Migrant program.

Financial impact:

- Generates income for Community Education. Total amount of contract \$5,930.21

Superintendent's recommendation:

- The Superintendent recommends the Board approve the Contract with Stanislaus County Office of Education to provide English as a Second Language classes for two Migrant Head Start Centers.

Supporting documents attached:

- Contract.

CONTRACT FOR SERVICES

This AGREEMENT made this 13th day of November 2012, between:

STANISLAUS COUNTY OFFICE OF EDUCATION, CHILD/FAMILY SERVICES DIVISION having principal place of business at 1100 H Street, Modesto, CA 95354

and

CONTRACTOR: MADERA UNIFIED SCHOOL DISTRICT-MADERA ADULT SCHOOL having a principal place of business at 955 West Pecan Avenue, Madera, California, 93637

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This agreement will become effective on December 1, 2012, and will continue in effect through February 16, 2013 unless terminated in accordance with the provisions of this agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of Stanislaus County Office of Education. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Stanislaus County Office of Education and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Madera Adult School shall provide specialized Community Education/Enrichment classes to suit the educational needs of the **Stanislaus County Office of Education, Child/Family Services Division (CFS)**, Migrant Head Start parents within the city of Madera: Community Education /Enrichment classes shall consist of the following:

A total **81 classroom hours** of instruction for two independent English as a Second Language (ESL) classes. The Mis Angelitos Head Start Center will be held on Monday and Wednesday (5:30 to 8:30 pm) and the Sierra Vista Head Start Center will be held on Saturday (2:00 to 5:00 pm). All students will be given a pre and posttest. In addition, all students will be required to complete a journal upon completion of each class.

Section 3.01. Contractor agrees to provide Community Education/Enrichment classes to participants in the Migrant Head Start Program for a minimum of 10 individuals per class. Classes will be provided as follows:

ESL Class # 1 - Monday/Wednesday (Mis Angelitos – Migrant Head Start Center)
5:30pm to 7:00 pm Beginners
7:00pm to 8:30 pm Intermediate

ESL Class # 2 - Saturday (Sierra Vista Migrant Head Start Center)
2:00pm to 3:30 pm Beginners
3:30pm to 5:00 pm Intermediate

Method of Performing Services

Section 3.02. Contractor will determine the method, details and means of performing the above described services.

Employment of Assistants

Section 3.03. Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this agreement. Stanislaus County Office of Education may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance, and other applicable withholdings.

Place of Work

Section 3.04. Unless specified in Section 3.01, Contractor shall perform the services required by this agreement at any place or location and at such times as contractor shall determine.

ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the services to be performed by Contractor, Stanislaus County Office of Education agrees to pay Contractor: A total contract amount not to exceed \$5,930.21.

Invoices

Section 4.02. Contractor shall submit invoices for all services rendered within 30 days upon completion of contract.

Method of Payment of Compensation

Section 4.03. Upon receipt of invoice at conclusion of services, Stanislaus County Office of Education shall pay the invoice within 30 days.

Expenses

Section 4.04. Contractor shall be responsible for all costs and expenses incident to the performance of services for Stanislaus County Office of Education, including but not limited to, all costs of equipment provided by contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. Stanislaus County Office of Education shall be responsible for no expenses incurred by Contractor in performing services for Stanislaus County Office of Education.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

Assignment

Section 5.01. Neither this agreement nor any duties or obligations under this agreement may be assigned by Contractor without the prior written consent of Stanislaus County Office of Education.

State and Federal Taxes

Section 5.02. As Contractor is not a Stanislaus County Office of Education employee, Contractor is responsible for paying all required state and federal taxes.

- Will not withhold FICA (Social Security) from Contractor's payments;
- Will not make state or federal unemployment insurance contributions on behalf of Contractor;
- Will not withhold state or federal income tax from payment to Contractor;
- Will not make disability insurance contributions on behalf of Contractor;
- Will not obtain workers' compensation insurance on behalf of Contractor.

ARTICLE 6. REVISION OR TERMINATION OF AGREEMENT

Section 6.01. Should either Stanislaus County Office of Education or Contractor wish to revise or terminate this agreement, party may revise or terminate this agreement upon the giving of seven days written notice to the other party

ARTICLE 7. GENERAL PROVISIONS

Entire Agreement of the Parties

Section 7.01. This agreement supersedes any and all agreements, either oral or written, between the parties, hereto with respect to the rendering of services by Contractor for Stanislaus County Office of Education and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity

Section 7.02. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Attorney's Fees

Section 7.03. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Governing Law

Section 7.04. This agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at Madera, California, on the date and year first above written.

CONTRACTOR:

**Madera Unified School District
Madera Adult School**

**Stanislaus County Office of Education
Stanislaus County**

BY: _____
Dr. Anthony A. Monreal
Deputy Superintendent

BY: _____
Donald Gatti
Assistant Superintendent



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Request approval to award Two (2) High Roof Cargo Vans Bid #102912.

Responsible Staff: Rosalind Cox, Facilities Planning & Construction Mgmt./Purchasing
Sandra Perez, Child Nutrition

Agenda Placement: Consent

Background/ rationale:

At the January 24, 2012 board meeting, a Child Nutrition needs and budget report was presented, in which the need for 2 cargo vans was included.

The Board is requested to approve the award of two high roof cargo vans for the Child Nutrition Department. Currently, the Child Nutrition has a total of three vans, two of which are old and aging. The two new cargo vans will be used for small runs, and will be more economical than using their larger delivery trucks.

The low responsive and responsible bidder is Nissan of Clovis

Financial impact: Total for the two cargo vans is \$86,527.68 from the Child Nutrition Fund.

Superintendent's recommendation:

The Superintendent recommends that the Board award the Two (2) High Roof Cargo Vans Bid #102912 to Nissan of Clovis.

Supporting documents attached:
Bid Form

SPECIFICATIONS
Madera Unified School District Vehicle Bid # 102912
Complete Check List and Return With Bid Forms

NOTE: The numbers of vehicles indicated are estimates. Madera Unified reserves the right to revise quantities based on available funding.

High Roof Cargo Van – (2) Vehicles

	Minimum Specifications for Standard Equipment	Check
1.	New (2012 or newer) V6 High Roof Cargo Van	✓
2.	Color: White Exterior with Charcoal Cloth Interior	✓
3.	Rear Door Tinted Glass and Floor Mats	✓
4.	Tommy Gate Lift and ¼" thick Aluminum Floor (53" x 60" platform)	✓
5.	Rear Backup Camera, 5" LCD Color Monitor in Cabin	✓
6.	Rear Backup Alarm	✓
7.	Cargo Partition	✓

SPECIFICATIONS, Cont.
Madera Unified School District Vehicle Bid # 102912
Complete Check List and Return With Bid Forms

Required delivery: Not More Than (90) Days after receipt of order.

The units specified above shall be supplied with all equipment that is listed as standard and is not mentioned in the specifications and all items that are required to make this vehicle legal in the State of California (California Emissions, etc.).

BID FORM
Madera Unified School District Bid No. 102912
Two (2) High Roof Cargo Vans

To: **Madera Unified School District**
1205 Madera Avenue
Madera, CA 93637

From: NISSAN OF CLOVIS
Name of Bidder
370 W. HERNDON AVE.
Mailing Address
CLOVIS, CA 93612
City, State & Zip

Responding to Invitation to Bid No. 102912, due **October 29, 2012- Not Later Than 2:00 P.M.**, the undersigned Bidder agrees to furnish and deliver vehicles described in Specifications section of this document, I/We have stated hereon the price(s) at which we will furnish and deliver the specified item(s) and will accept as full payment therefore the amount shown below.

Bidder further agrees, in addition to the terms and conditions specified herein the following terms and conditions that are a part of this bid and any resulting contract:

F.O.B. Point. All shipments shall be made F.O.B. destination, 1205 Madera Avenue, Madera, California. F.O.B. destination indicates that the *seller* is responsible for shipment until it is tendered to the Madera Unified School District, even if the Madera Unified School District agrees to pay for shipping and handling. The Madera Unified School District will allow freight charges, but only if they are indicated on this form. Freight shall be shown separately on the lines provided.

Award. Bid award will be based on the lowest responsible bid price for the vehicles described, selected Add/Options for each vehicle, including any transportation charges, as well as any other criteria indicated in these specifications.

Signatures. All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.

Taxes. Include the current Sales Tax in this bid. The Madera Unified School District is exempt from Federal Excise Tax.

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Total (2 as specified)</u>
1.	2	EA	High Roof Cargo Vans	\$ <u>39,601.00</u>	\$ <u>79,202.00</u>
(#62112)					
Mfg.	<u>NISSAN</u>		Model <u>NV H2500S V6</u>	Yr of Production	<u>2012</u>
Exact Taxes (8.75%)				\$	<u>6,930.18</u>
Shipping, if any				\$	<u>0</u>
Dealer Prep Charges, if any				\$	<u>0</u>

Documentation & Vehicle License fees, if any \$ 395.50

Exact Transportation Charges, if any \$ 0

Total Amount Bid for all two (2) vehicles\$ 86,527.68

Total Amount Bid Written in Words:

EIGHTY-SIX THOUSAND FIVE HUNDRED TWENTY-SEVEN AND $\frac{68}{100}$ DOLLARS

Amount Written in Words.

This bid will be awarded based upon the total amount bid **as written or typed in words**. Where there is a discrepancy between words and figures, **WORDS WILL GOVERN**. Where there is a discrepancy between item unit price and extended total, **UNIT PRICE WILL GOVERN**.

Please check your calculations before submitting your bid; the Madera Unified School District will not be responsible for Bidder miscalculations.

Maximum Completion or Delivery Time: 90 Days from receipt of order or notice to proceed. **Madera Unified School District delivery requirements: 90 days after receipt of order (ARO). The order will be initiated with a District Purchase Order.**

Bidder shall complete the following required information:

1. **All or None Offer.** This bid is offered on an all or none basis? NO (Yes/No)
2. **Delivery.** Delivery time after receipt of order: 60-90 days. Delivery will be made via (check applicable means of delivery): / Driven by Bidder's Driver or Sales Person

3. The minimum acceptable warranty is:

Scope: Vendor agrees that the vehicles furnished shall be covered by the most favorable commercial warranties the vendor gives to any customer for the same or substantially similar vehicles and the rights and remedies so provided are in addition to and do not limit any rights afforded to Madera Unified School District.

4. **Discounts.** The following discounts *will* be considered in award of bid.

a. Award of all items. Indicate any additional discount for award of all items to your company: 0 %.

b. Payment Discount. Discount for payment of invoice within 20 days of receipt is: (ONE) 1.00 %. Payment discounts of 20 or more days will be considered in award of bid. The (Madera Unified School District) will not take discounts that are not earned.

Term Of Offer. It is understood and agreed that this bid may not be withdrawn for a period of **ninety- (90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

Bidder's Acknowledgement Of Understanding Of The Terms and Conditions. Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Bidder acknowledges receipt of Addenda Number(s) __, __, __, and __ (if applicable).

Representations Made Under Penalty Of Perjury. The representations herein are made under penalty of perjury. We hereby offer to sell the (Madera Unified School District) the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

NISSAN OF CLOVIS
Bidder Name (Person, Firm, Corp.)

Michael Ohrin
Signature of Authorized Representative

370 W. HERNDON AVE.
Address

MICHAEL OHRIN
Name of Authorized Representative

CLOVIS, CA 93612
City, State, Zip Code

COMMERCIAL VEHICLE / FLEET MANAGER
Title of Authorized Representative

559-297-6919
Phone Number

559-297-6923
Fax Number

WARRANTY COVERAGE AT A GLANCE

1

Summary of Warranty Coverage*

	0 miles	90,000 miles
Basic Coverage	36 months / 36,000 miles	
Corrosion Coverage (Perforation)		60 months / unlimited mileage
Powertrain Coverage		60 months / 60,000 miles
Federal Emission Performance		60 months / 50,000 miles
Federal Emission Defect		60 months / 50,000 miles
California Emission Performance		36 months / 50,000 miles
California Emission Defect		36 months / 50,000 miles
California Emission Long Term Defect		84 months / 70,000 miles
Seat Belt		120 months/unlimited mileage

* See the express terms of the appropriate warranty printed in this booklet, which terms control if there is a conflict with this chart.

PLEASE NOTE THAT GREATER DETAIL OF THESE WARRANTIES CAN BE PROVIDED UPON REQUEST.



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Request Approval of Miscellaneous Donations

Responsible Staff: Rosalind Cox, Director of Facilities Planning, Construction Management and Purchasing

Agenda Placement: Consent

Background/ rationale:

Request approval to accept the following donations:

- \$93.00 donation to La Vina School by the La Vina Parent Club.
- 5 used ultrasound machines (\$20,205 value) to MHS ROP and Athletic rehab program by Madera Community Hospital.
- \$174.00 donation to Pershing Elementary School by PG&E.
- \$272.00 donation to Desmond Middle School by PG&E.
- 1950's Farmall 400 Antique Tractor to MSHS Agriculture Department by Franklina Bogan.
- \$1,000 donation to Alpha Elementary School by Roll Giving and Paramount Community Giving at the request of Raudel O. Munoz.

Financial impact: None

Superintendent's recommendation:

The Superintendent recommends the Board accept the above donations.



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Request Approval of the Racket Sports Club at Thomas Jefferson Middle School

Responsible Staff: **Dr. Anthony Monreal, Deputy Superintendent**
Jesse Carrasco, Principal

Agenda Placement: Consent

Background/ rationale:

- Thomas Jefferson Middle School request for organizing a new club.
- Title of Club- Racket Sports Club.
- The Racket Sports Club is being organized for the purpose of year-round skill building for racket sports (tennis, ping-pong and badminton) in preparing for an organized team. Membership will consist of prospective and current TJ tennis team members. Dues will be \$1.00; meeting time(s) will be Wednesday's at lunchtime and after school on a monthly basis in Room 23 at TJ. The club will be advised by Peter Chaney. Members of the club do hereby affirm that they will support and help maintain the Racket Sports Club at Thomas Jefferson.

Financial impact:

- None

Superintendent's recommendation:

- The Superintendent recommends the Board to approve the Racket Sports Club at Thomas Jefferson Middle School

Supporting documents attached:

- Racket Sports Club Constitution

THOMAS JEFFERSON JR. HIGH SCHOOL

REQUEST FOR ORGANIZING A NEW CLUB

IF IT CAN BE DEMONSTRATED THAT THE NEED EXISTS FOR A NEW CLUB, AND IF ENOUGH STUDENTS EXPRESS SINCERE INTEREST IN INAUGURATING AND MAINTAINING IT, AND IF FACULTY SPONSORSHIP CAN BE SECURED, AND IF CERTAIN FORMAL REQUIREMENTS ARE MET, IT IS POSSIBLE TO ORGANIZE A NEW CLUB WITHIN THE STUDENT BODY FRAMEWORK.

ORGANIZATIONAL STEPS NECESSARY

1. A petition must be presented to the Student Council. The petition must state specifically the purpose, names, dues, and membership requirements of the club. This shall be done in September. The petition must be signed by at least fifteen members of the Associated Students of Thomas Jefferson Jr. High School.
2. The signers of the petition (including the organizers of the proposed club) should include a fair proportion of 7th & 8th grade students in order to assure the continuance of the club from year to year.
3. After the approval of the petition by the Student Council, the organizers must write a club constitution, purpose of club, a budget, and financial activities. This petition and club data must be presented to the school administration for approval and then submitted to the District Board of Education for their approval.

A new club exists after these steps have been taken; it is duly constituted and becomes a contributing part of the student body organization.

THE RACKET SPORTS CLUB IS BEING ORGANIZED FOR THE
PURPOSE OF (LIST BENEFITS TO STUDENTS): YEAR-ROUND SKILL BUILDING
FOR RACKET SPORTS (TENNIS, BADMINTON) IN PREPARATION FOR ORGANIZED TEAM
MEMBERSHIP WILL CONSIST OF PROSPECTIVE & CURRENT TJ TENNIS TEAM MEMBERS
DUES WILL BE \$1; MEETING TIME WEDNESDAY - LUNCHTIME AFTER SCHOOL
FREQUENCY MONTHLY; LOCATION Room 23
AND THE CLUB WILL BE ADVISED BY PETER CHANEY
FUNDRAISERS SPIRIT GEAR: SHIRTS, BRACELETS, HATS, CLIPS ETC...
AFTER SCHOOL SNACK SALES, OTHER ORGANIZED EVENTS TBD
(Fundraisers must comply with district & state law)

THE FOLLOWING STUDENTS DO HEREBY AFFIRM THAT THEY WILL SUPPORT AND HELP MAINTAIN THE ABOVE NAMED CLUB.

1. <u>Zainab Qaiser</u> 8 th	<u>Lauren Nishimoto</u> GRADE 7
2. <u>Sheharyar Iqbal</u> 8 th	GRADE
3. <u>Shahroz Ahmar</u> 7 th	GRADE
4. <u>Husnar Tanver</u> 8 th	GRADE
5. <u>Ramsha Farooq</u> 7 th	GRADE
6. <u>VANESSA SALAZAR</u> 7 th	GRADE
7. <u>ITZANAMI ALVAREZ</u> 7 th	GRADE
8. <u>Luke Tolmachoff</u> 8 th	GRADE
9. <u>Matthew Angeles</u> 8 th	GRADE
10. <u>Daniel Espinoza</u> 8 th	GRADE
11. <u>Collins Cody</u> 8 th	GRADE
12. <u>Hasan Anjum</u> 7 th	GRADE
13. <u>Tyler Maloney</u> 8 th	GRADE
14. <u>Nick Horn</u> 8 th	GRADE
15. <u>Issac Sanches</u> 8 th	GRADE

The elected officers for the club are as follows:

President ~~ITZANAMI~~ ITZANAMI ALVAREZ Secretary LUKE TOLMACHOFF
 Vice-President MATTHEW ANGELES Treasurer LAUREN NISHIMOTO
 Other _____

This petition has been approved by the Thomas Jefferson Jr. High School Student Council on 10/5/2012 2012.

President: Gerardo Cabrera
 Secretary: Bryal Luten
 Advisor: J. Besser

Constitution of the Racket Sports Club

Thomas Jefferson Middle School

Purpose

Racket Sports Club's primary goal is to develop and implement a system for introducing, teaching skills and competing in various racket sports which can include: ping pong, pickleball, badminton, tennis and more. By participating in these activities, we hope to promote fair play, competitive drive and TJ Patriot comraderie.

Preamble

We, the students of Thomas Jefferson Middle School, in order to promote a positive school environment, promote fair play, create positive competition, and create TJ Patriot pride, do hereby establish this Constitution for the Racket Sports Club of Thomas Jefferson Middle School.

Article I

This organization shall be known as the Racket Sports Club of Thomas Jefferson Middle School.

Article II

Section 1. Membership is open to all Thomas Jefferson students that have applied and shown interest in learning various racket sports. Racket Sports Club members shall maintain a grade point average of 2.50 and have exemplary school behavior.

Article III

Racket Sports Club Officers

Serving as Officers in Racket Sports Club gives members a chance to learn responsibility and to develop communication and leadership skills. The Officers and their respective duties shall be:

Section 1. The President

- A. This office is selected by the Racket Sports Club Adult advisors.
- B. Chairs all meetings
- C. Helps plan and implement all Racket Sports Club activities.

Section 2. The Vice-President

- A. Voted in by Racket Sports Club membership
- B. Assumes duties if President is not available
- C. Assists the President in all duties

Section 3. The Secretary

- A. Records all meetings
- B. Handles all clerical duties

Section 4 The Treasurer

- A. Collecting and recording of small sums of money
- B. Keep accurate records of balances.

Section 5 The Historian

- A. Maintains and updates the Racket Sports Club webpage on TJ website.
- B. Keeps a record of all activities.

Section 6. The Activities Director

- A. Chairs all committees planning activities. Plans and implements all Racket Sports Club activities.

Article IV

Advisors

The Racket Sports Club advisors will be staff members of Thomas Jefferson School.

Section 1 Club Advisors

- A. Organize the club by recruiting, training, and guiding students.
- B. Provide role models

Article V

Meeting frequency

Section 1 Racket Sports Club will meet bi-monthly; first and third Wednesdays of the month. Attendance at meeting is mandatory.

Article VI

Ratification

This Constitution shall require the approval of a simple majority of eligible students voting in a ratification election.

Article VII

All powers and authorities vested herein are confirmed by the administration and Board of Education of the Madera Unified School District.



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Request approval of revised Services Agreement between Madera Unified School District and Educational Resource Consultants (ERC) to assist in the preparation of grant proposals to California Department of Education for the period of October 9, 2012 through grant submission

Responsible Staff: **Dr. Anthony A. Monreal, Deputy Superintendent**
Robert Chavez, Chief Academic Officer

Agenda Placement: Consent

Background/ rationale:

ERC will produce Madera Unified School District grant proposals for the California Department of Education's 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program for High School, 21st Century Community Learning Centers Program for Elementary and/or Middle Schools.

Financial impact:

- \$10,500

Superintendent's recommendation:

- The Superintendent recommends that the board approve the revision of Service Agreement between Madera Unified School District and Educational Resource Consultants (ERC).

Supporting documents attached:

- Services Agreement



(Revised)
November 1, 2012

Services Agreement

Services will be provided by Educational Resource Consultants for Madera Unified School District to produce a proposal for the California Department of Education's, 21st Century High School After School Safety and Enrichment for Teens (ASSETs) Program for High Schools, 21st Century Community Learning Centers Program for Elementary and/or Middle Schools, and Family Literacy and Equitable Access components.

ERC will:

1. Collect data relevant to the required content as noted in the request for proposals (RFPs) issued by the funding agency.
2. Participate in meetings, interviews with program partners to plan program design.
3. Organize a draft of the application for review and comment prior to due date. Content will be dependent upon information and data provided, and finalization of decisions made by the representatives of the Madera Unified School District's designee.
4. Work with district personnel to develop a budget.
5. Work with district personnel to obtain letters of commitment and required documentation from collaborating organizations.
6. Produce an original and the number of copies required for submittal, meeting all formatting and other requirements as prescribed.
7. Upload proposal to Assist or grants.gov, if desired by Madera Unified School District.

Contract Period

The period of this contract shall be from October 24, 2012 through grant submission.

Payment for Services

The amount for this contract is \$10,500.00

21 st CCLC ASSETs (Madera, Madera South High Schools and Eastin-Arcola)	\$4,500
21 st CCLC Elementary (Alpha, Berenda, Millview, Monroe, Nishimoto, Parkwood and Sierra Vista Elementary)	\$4,500
21 st CCLC Elementary (Adams, Howard, Lincoln Elementary Schools, and Thomas Jefferson Middle)	\$1,500
Family Literacy (to be included in ASSETs & Elementary Proposals)	\$ No Fee
Equitable Access (to be included in ASSETs & Elementary Proposals)	\$ No Fee

The amount is payable upon grant submission. ERC will submit invoices for payment.

Payment should be made to **Educational Resource Consultants**. ERC also reserves the right to serve as program evaluator for the program, with evaluation fees at \$7,500 per site high school site and \$2,500 per Elementary and/or middle school, per year which is appropriate to the program and included in the grant budget.

Madera Unified School District will reimburse ERC for any FedEx charges incurred for mailing the proposal.

Signatures below indicate approval of contract.



Stephen A. Price 11/1/2012
Educational Resource Consultants Date

Superintendent or Designee Date
Madera Unified School District

**W-9**Form
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Extended Learning, Inc. DBA Educational Resource Consultants

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
1177 E. Shaw, Suite 114
City, state, and ZIP code
Fresno CA 93710

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				

Employer identification number									
2	0	-	2	4	9	5	4	7	0

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X

Form **W-9** (Rev. 12-2011)



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Approval of September 30, 2012 Financial Report

Responsible Staff: Teri Bradshaw, Director of Fiscal Services

Agenda Placement: Consent

Background/ rationale:

The Financial Report is provided to the Board on a monthly basis to insure that the Board is aware of the current financial status of the District. It is comprised of a Combined Balance Sheet of all funds, General Fund Cash Flow Statement, and pie charts of the General Fund Revenue and Expenditure Budgets. The report is also used as a tool for the Board and Administrators to aid in making necessary financial decisions to meet the goals of the District.

The Combined Balance Sheet provides a snapshot of the District's current assets, liabilities, and ending fund balance for each Fund. In accordance with GASB 54 the ending fund balance is classified as follows: Nonspendable, Restricted, Committed, Assigned, and Unassigned.

In the General Fund the "Unassigned" fund balance, as defined by GASB 54, reflects the residual balance that has not been assigned to other funds and that is not restricted, committed, or assigned to specific purposes. The District's 3% required Reserve for Economic Uncertainty (REU) is included in the General Fund "Unassigned" ending fund balance classification.

The Cash Flow Statement is a statement of General Fund actual revenues, expenditures, and cash balance through September 30, 2012 and projected revenues, expenditures, and cash balance through June 30, 2013.

The pie charts represent the % General Fund Revenue by funding source and the % General Fund Expenditures salaries and benefits compared to the all other operating expenses.

Financial impact:

Net financial impact to General Fund = increase in projected undesignated fund balance of \$12,721 and a decrease to other funds of \$126,350.

Superintendent's recommendation:

Superintendent recommends approval of the September 30, 2012 Financial Report.

Supporting documents attached:

Combined Balance Sheet as of September 30, 2012
General Fund Cash Flow & Chart through September 30, 2012
Revenue Pie Chart by Funding Source
Expenditure Chart by Object Code

Combined Balance Sheet - All Fund Types - September 30, 2012

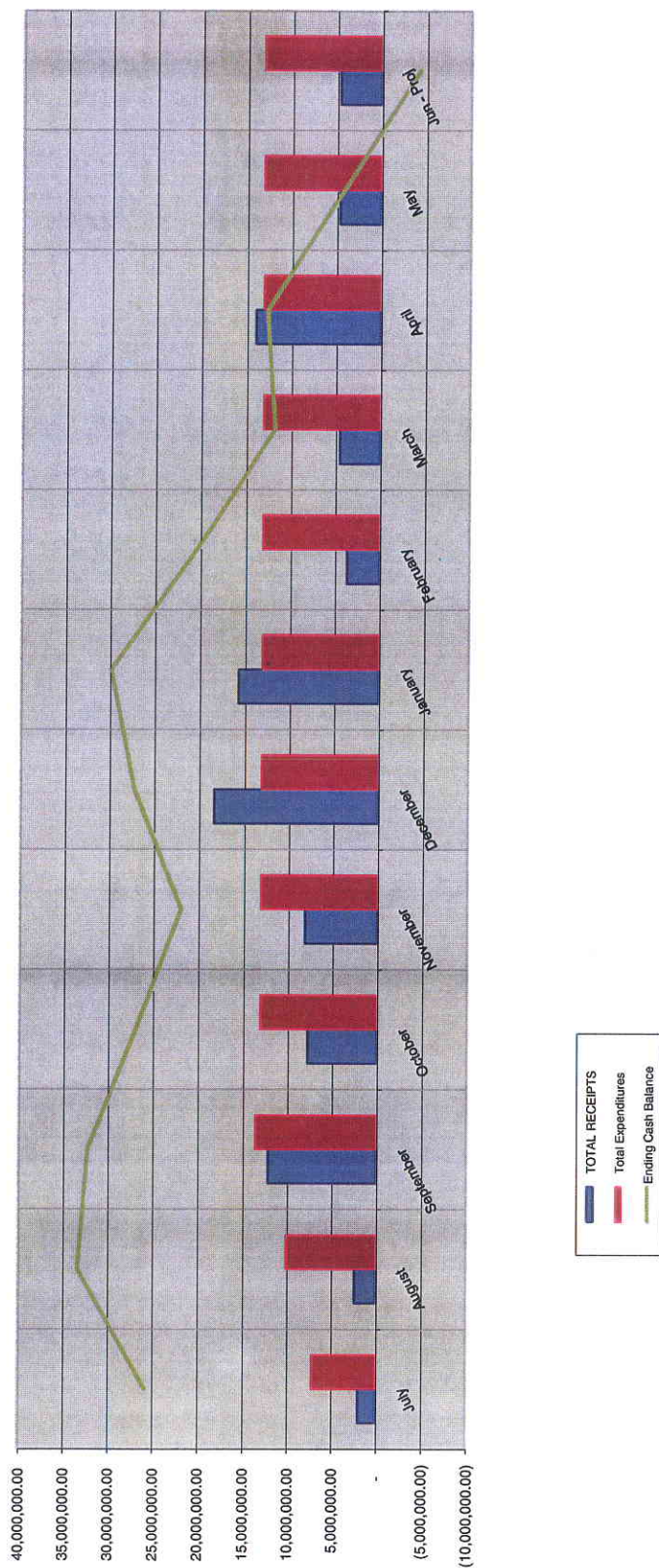
ASSETS:	Acct Code	Fund 01 General Fund	Fund 11 Adult Education	Fund 12 Child Development	Fund 13 Child Nutrition	Fund 14 Deferred Maintenance	Fund 21 Building Fund Bond Proceeds	Fund 25 Developer Fees	Fund 27 Redevelopment Agency
1. Cash									
a) in County Treasury	9110	\$ 36,930,550.82	\$ 436,830.23	\$ 704,455.41	\$ 3,923,346.84	\$ 516,028.18	\$ 13,669,151.95	\$ 3,889,805.56	\$ 70,059.97
b) Fair Value Adj to Cash in Cnty Treas	9111								
c) in Revolving Fund	9130	28,000.00	1,509.35		3,140.00				
d) with Fiscal Agent	9135								
e) Collections Awaiting/Clearing	9140-45								
2. Investments	9150								
3. Accounts Receivable	9200	1,147,203.67	94,799.09	4,100.05	717,637.05				
4. Due from Other Funds	9310	435,000.00							
5. Stores Accounts	9320	530,823.77			300,390.70				
6. Prepaid Expenditures	9330								
7. Other Current Assets	9340								
Total Assets		\$ 39,071,578.26	\$ 533,138.67	\$ 708,555.46	\$ 4,944,514.59	\$ 516,028.18	\$ 13,669,151.95	\$ 3,889,805.56	\$ 70,059.97
Revenue Budget		\$ 136,749,655.00	\$ 1,071,501.00	\$ 1,520,196.00	\$ 10,585,882.00	\$ 661,731.00	\$ 4,488,874.00	\$ 1,205,606.00	\$ 637,543.00
Less: Revenue Received to Date		(16,704,711.34)	(61,720.67)	(474,148.00)	(929,818.35)	(660,231.00)	-	(191,303.92)	(15,499.92)
Total Assets		\$ 159,116,521.92	\$ 1,542,919.00	\$ 1,754,603.46	\$ 14,600,578.24	\$ 517,528.18	\$ 18,159,025.95	\$ 4,904,107.64	\$ 692,103.05
LIABILITIES AND FUND BALANCE:									
Liabilities:									
1. Accounts Payable	9509-10	\$ 333,376.83	\$ 806.51	\$ (51.00)	\$ (0.52)	\$ -	\$ -	\$ -	\$ -
2. Holding Accounts - Benefits	9511-16	9,050,111.80	3,157.31	4,859.01	14,739.59			598.58	
3. Federal Tax Holding	9542	189.23							
4. Use Tax Liability	9550	2,990.05			(86.46)				
5. Other Current Liabilities	9570	(1,007.22)							
6. Deferred Payroll	9577	3,357,244.03							
7. Due to Other Funds/Current Loans	9610-40			435,000.00					
8. Deferred Revenue	9650								
Total Liabilities		\$ 12,742,884.72	\$ 3,963.82	\$ 439,808.01	\$ 14,652.61	\$ -	\$ -	\$ 598.58	\$ -
Expense Budget		\$ 149,748,721.00	\$ 1,449,926.00	\$ 1,597,347.00	\$ 9,925,067.00	\$ 998,598.00	\$ 15,150,196.00	\$ 1,472,071.00	\$ 634,470.00
Less: Expenditures to Date		(30,005,880.80)	(184,829.66)	(282,551.22)	(1,659,407.39)	(697,431.87)	-	(1,136,718.66)	(334,470.00)
Total Liabilities		\$ 132,485,724.92	\$ 1,269,096.16	\$ 1,754,603.79	\$ 8,280,312.22	\$ 301,166.13	\$ 15,150,196.00	\$ 335,950.92	\$ 300,000.00
Adjustment for Restatements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Ending Balance		\$ 26,630,797.00	\$ 273,858.84	\$ (0.33)	\$ 6,320,266.02	\$ 216,362.05	\$ 3,007,829.95	\$ 4,568,156.72	\$ 392,103.05
Total Liabilities and Fund Balance		\$ 159,116,521.92	\$ 1,542,919.00	\$ 1,754,603.46	\$ 14,600,578.24	\$ 517,528.18	\$ 18,159,025.95	\$ 4,904,107.64	\$ 692,103.05
Nonspendable: Revolving Cash, Stores, Prepd Exp.		558,824	1,509		303,531				
Restricted: C/O - Entitlements/Local Projects				(0)	6,016,735		3,007,830	4,568,157	392,103
Committed:			272,349			216,362			
Assigned: C/O - Other/ Tier III/Equip Rptmnt		2,781,027							
G.A.S.B. 16		924,177							
Reserve for Economic Uncertainties	3.0%	4,492,462							
Unassigned/Unappropriated Amount		17,874,307							

Combined Balance Sheet - All Fund Types - September 30, 2012

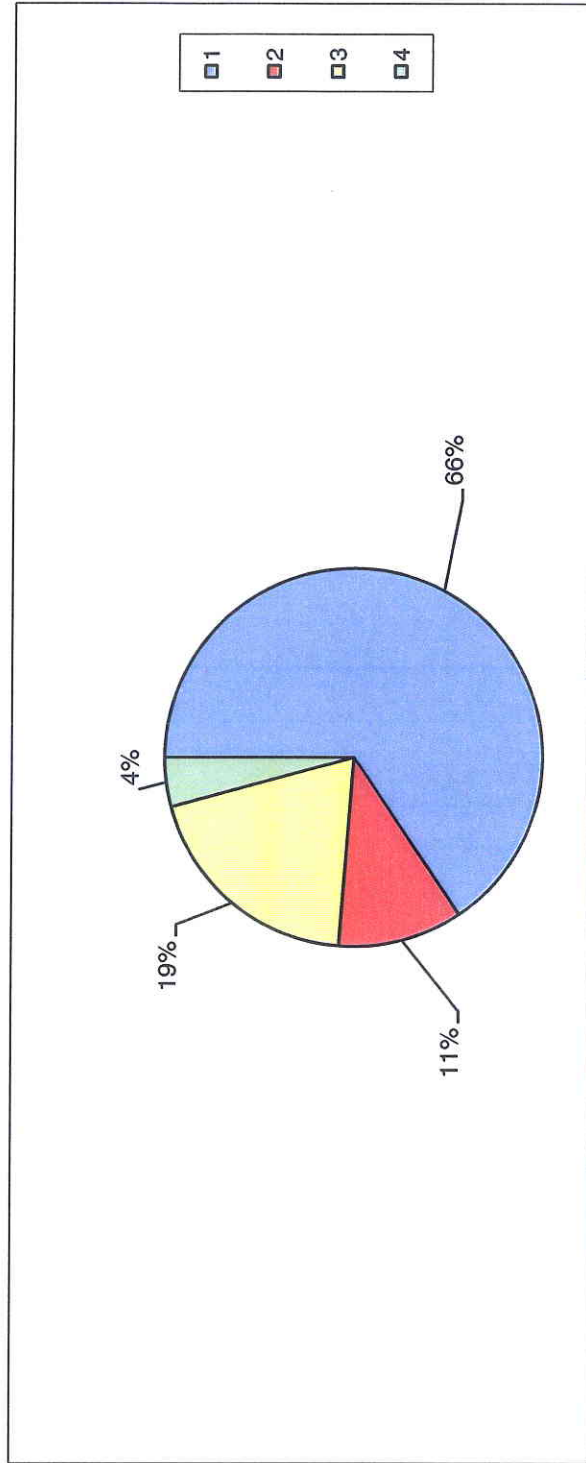
Acct Code	Fund 35 County School Facilities Fund	Fund 40 Special Reserve Capital	Fund 41 Special Reserve Building	Fund 56 Debt Service Fund	Fund 73 Foundation Trust Scholarship	Fund 75 Foundation Trust Mem. Scholarship	Total All Funds
ASSETS:							
1. Cash							
a) in County Treasury	\$ 3,902,156.92	\$ 974,208.43	\$ 272,189.11	\$ 714,889.63	\$ 73,376.06	\$ 2,309.30	\$ 66,079,358.41
b) Fair Value Adj to Cash in Cnty Treas							
c) in Revolving Fund							
d) with Fiscal Agent							32,649.35
e) Collections Awaiting/Clearing							
2. Investments							
3. Accounts Receivable							1,963,739.86
4. Due from Other Funds							435,000.00
5. Stores Accounts							831,214.47
6. Prepaid Expenditures							
7. Other Current Assets							
Total Assets	\$ 3,902,156.92	\$ 974,208.43	\$ 272,189.11	\$ 714,889.63	\$ 73,376.06	\$ 2,309.30	\$ 69,341,982.09
Revenue Budget	\$ 15,176,876.00	\$ 7,953.00	\$ 1,958.00	\$ 1,268,109.00	\$ 565.00	\$ 30.00	\$ 173,378,479.00
Less: Revenue Received to Date				(965,119.00)			(20,002,552.20)
Total Assets	\$ 19,081,032.92	\$ 982,161.43	\$ 274,147.11	\$ 1,017,879.63	\$ 73,941.06	\$ 2,339.30	\$ 222,717,888.89
LIABILITIES AND FUND BALANCE:							
Liabilities:							
1. Accounts Payable							\$ 334,131.82
2. Holding Accounts - Benefits							9,073,488.66
3. Federal Tax Holding	22.37						169.23
4. Use Tax Liability							2,903.59
5. Other Current Liabilities							(1,007.22)
6. Deferred Payroll							3,357,244.03
7. Due to Other Funds/Current Loans							435,000.00
8. Deferred Revenue							
Total Liabilities	\$ 22.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,201,930.11
Expense Budget	\$ 18,222,006.00	\$ 205,978.00	\$ -	\$ 1,265,119.00	\$ 38,291.00	\$ -	\$ 200,707,790.00
Less: Expenditures to Date	(2,334.76)	(23,305.62)		(657,234.38)	(3,000.00)		(35,187,164.36)
Total Liabilities	\$ 18,219,693.61	\$ 182,672.38	\$ -	\$ 407,884.62	\$ 35,291.00	\$ -	\$ 178,722,555.75
Adjustment for Restatements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Ending Balance	\$ 861,339.31	\$ 799,489.05	\$ 274,147.11	\$ 609,995.01	\$ 38,650.06	\$ 2,339.30	\$ 43,995,333.14
Total Liabilities and Fund Balance	\$ 19,081,032.92	\$ 982,161.43	\$ 274,147.11	\$ 1,017,879.63	\$ 73,941.06	\$ 2,339.30	\$ 222,717,888.89
Nonspendable: Revolving Cash, Stores, Prepd Exp.							863,864
Restricted: C/O - Entitlements/Local Projects	861,339	799,489	274,147	609,995	38,650	2,339	16,570,785
Committed:							488,712
Assigned: C/O - Other/ Tier III/Equip Rptmnt							2,781,027
G.A.S.B. 16							924,177
Reserve for Economic Uncertainties							4,492,462
Unassigned/Unappropriated Amount							17,874,307
3.0%							

2012-13 Cash Flow Statement
actuals through 9/30/2012

Projected Cash Flow 2012-13



Madera Unified School District
2012-13 Budget, September 30, 2012
Total General Fund Revenues by Funding Source



\$ 6,698.49 Base Revenue Limit
\$ 4,784.22 Deficit Revenue Limit

REVENUE LIMIT SOURCES		(1)
66%		
\$ 72,911,290	Principal Apportionment	
17,400,627	Property & Local Taxes	
169,423	PERS Reduction	
(794,552)	Charter Schools In-Lieu Taxes	
-	State Aid Prior Year	
-		
Total Revenue Limit		\$ 89,686,788

FEDERAL REVENUE		(2)
11%		
\$ 1,254,180	Sp Ed-Entitlement (IDEA)	
-	Sp Ed ARRA IDEA Basic	
8,646,796	Title I (ESEA)	
-	NCLB ARRA American Recovery	
-	Education Jobs & Medicaid	
189,256	Voc & Applied Tech	
-	Drug Free Schis Entitlement	
1,644,640	Title II Part A & D	
1,317,423	Title III Part A (LEP)	
606,075		
878,089	Other Federal Revenues	
Total Federal Revenue		\$ 14,536,459

OTHER STATE REVENUE		(3)
20%		
\$ 4,665,739	EIA Economic Impact Aid/Lep	
2,775,253	Transportation	
3,805,263	Class Size Reduction	
2,361,534	Lottery	
1,780,312	AfterSchool Program	
596,881	Lottery - Instructional Materials	
-	ELAP-Eng Lang Acquisition	
903,000	Quality Education Invest	
9,789,941	Tier II SBX 3 4 Flexibility	
-		
69,702	Other State Revenues	
Total State Revenue		\$ 26,747,625

OTHER LOCAL REVENUE		(4)
4%		
\$ 221,668	Interest	
968,696	Interagency Revenue	
3,605,982	Trsf Appor fr MCOE Sp Ed	
864,442	Sales/Other Local	
117,995	Other Sources & Trnsfrs	
-		
Total Local Revenue		\$ 5,778,783
Total District Revenue		\$ 136,749,655

A pie chart illustrating the distribution of expenditures. The chart is divided into two segments: a large blue segment representing 'SALARIES & BENEFITS' at 80.48%, and a smaller red segment representing 'SUPPLIES, SERVICES, & OTHER' at 19.52%. A legend box in the upper right corner identifies the colors: blue for 'SALARIES & BENEFITS' and red for 'SUPPLIES, SERVICES, & OTHER'.

Category	Percentage
SALARIES & BENEFITS	80.48%
SUPPLIES, SERVICES, & OTHER	19.52%

10/31/2012 alg

HUMAN RESOURCES STAFFING LIST

BOARD AGENDA – NOVEMBER 13, 2012

CERTIFICATED LEAVES OF ABSENCE

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
None				

CERTIFICATED SEPARATIONS

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
None				

CERTIFICATED NEW POSITION

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
None				

CERTIFICATED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Joshua Arthurs	Teacher	MSHS	2012/2013	Replacement
2. Josefina Gonzalez	Teacher (Cal Safe)	Preschool	2012/2013	Replacement
3. Alyce Avila	TSA (46% FTE)	Jefferson	2012/2013	Replacement
4. TBA	Academic Coach (ELD)	District	2012/2013	Replacement
5. Pilar Bell	TSA (Interventions)	King	2012/2013	Replacement

CERTIFICATED OTHER

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
None				

CLASSIFIED LEAVES OF ABSENCE

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
None				

CLASSIFIED SEPARATIONS

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Louis Aldama	Bus Driver	Transportation	11/30/12	Retirement (7 Yrs.)
2. Connie Bitter	System Information Spec.	Technology	12/01/12	Retirement (32 Yrs.)

CLASSIFIED NEW POSITION

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
None					

CLASSIFIED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. Angelica Covarrubias	Classroom Aide	Preschool	2012/2013	3.00	Replacement
2. Fleeta Hill	Relief Bus Driver	Transportation	2012/2013	4.00	Replacement
3. Melinda Arballo	CN Assistant I	Child Nutrition	2012/2013	3.50	Replacement
4. Ana Perez	Clerk II	Personnel	2012/2013	3.50	New Position (General Funding)
5. Aleira-Viana Pipes	Paraprofessional Aide	Commission	2012/2013	7.00	New Position (Special Ed. Funding)
6. Cecelia Monzon	Asst. to Physically Impaired	Special Services	2012/2013	8.00	New Position (Special Ed. Funding)
7. Maria Wishart	Paraprofessional Aide	Special Services	2012/2013	8.00	New Position (Special Ed. Funding)
8. Elizabeth Shearer	Assistant to Physically Impaired	Special Services	2012/2013	8.00	Replacement
9. Lori Cardiel	Paraprofessional Aide	Special Services	2012/2013	7.00	New Position (Special Ed. Funding)
10. Maria Gonzalez	Assistant to Physically Impaired	Jefferson	2012/2013	3.50	New Position (SIA-SCE Funding)

HUMAN RESOURCES STAFFING LIST

BOARD AGENDA – NOVEMBER 13, 2012

CLASSIFIED EMPLOYMENT-continued

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
11. Nicole Stanley	Paraprofessional Aide	Jefferson	2012/2013	3.50	Replacement
12. Sharon Gutierrez	Administrative Assistant IV	Educational Svs.	2012/2013	8.00	Replacement

CLASSIFIED OTHER

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
None					

COACHES

1. See Attached List

Coaches List
Board Agenda
November 13, 2012

Last Name	First Name	Site	Sport	Year
Hansen	Christina	Berenda	Cross Country	2012/2013
Cook	Nicholas	MHS	Tennis	2012/2013
Gutierrez	Luis	Alpha	Wrestling	2012/2013
Ybarra	Elyse	Nishimoto	Cross Country	2012/2013
Pasma	Jason	MHS	Girls Soccer	2012/2013
Zarate	Julie	MHS	Girls Volleyball	2012/2013
Cook	Nick	MHS	Tennis	2012/2013
Matousek	Jarod	MHS	Girls Volleyball	2012/2013
Pineda	Freddy	MHS	Girls Volleyball	2012/2013
Riche	Christina	Adams	Cross Country	2012/2013
Hatfield	Barbara	Madison	Cross Country	2012/2013
Gomez	Guadalupe	Madison	Wrestling	2012/2013
Perez	Josh	Desmond	Football	2012/2013
DeMott	Andrew	Desmond	Football	2012/2013
Alvarado	Andria	Desmond	Tennis	2012/2013
Sosa	Anastasia	Desmond	Tennis	2012/2013
Lopez	Nelly	Jefferson	Cross Country	2012/2013
Malady	Lesile	Jefferson	Volleyball	2012/2013
Hansen	Kiley	Jefferson	Volleyball	2012/2013
Rodriguez	Chris	Jefferson	Football	2012/2013
Lacebal	Te Antre	Jefferson	Football	2012/2013
Nainoa	Darcy	Jefferson	Football	2012/2013
Chaney	Peter	Jefferson	Tennis	2012/2013
Roblee	Mike	Jefferson	Golf	2012/2013
Jorgensen	Terri	Jefferson	Tennis	2012/2013
Holt	Tom	Jefferson	Football	2012/2013
Philp	Ryan	Jefferson	Football	2012/2013
Linger	Justin	Jefferson	Football	2012/2013
Cook	Dane	Jefferson	Football	2012/2013
Soto	Steve	Jefferson	Football	2012/2013
Ogan	Daniel	Adams	Wrestling	2012/2013
Lopez	Joseph	Lincoln	Wrestling	2012/2013
Cappelluti	Sarah	MSHS	Water Polo	2012/2013
Castro	Monique	MSHS	Water Polo	2012/2013
Stetsko	Chris	MSHS	Football	2012/2013
Vieira	Kevin	MSHS	Football	2012/2013
Rodriguez	Jacob	MSHS	Football	2012/2013
Abraham	Mark	MSHS	Football	2012/2013
Durham	Edward	MSHS	Golf	2012/2013
Lohuis	Mark	MSHS	Football	2012/2013
Perez	Nathan	MSHS	Volleyball	2012/2013
Ocegueda	Gerardo	MSHS	Football	2012/2013
Shaubach	Judy	MHS	Dance	2012/2013

Coaches List
Board Agenda
November 13, 2012

Matousek	Jared	MHS	Volleyball	2012/2013
Pineda	Freddy	MHS	Volleyball	2012/2013
Cook	Nick	MHS	Tennis	2012/2013
Spraggins	Colleen	MHS	Gymnastics	2012/2013
Desmond	Ryan	MHS	Football	2012/2013
Sally	Will	MHS	Football	2012/2013
Soria	Richard	MHS	Football	2012/2013



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Request Approval of Valenzuela/CAHSEE Lawsuit
Settlement Quarterly Report on Williams Uniform Complaints
for April-September 2012

Responsible Staff: Dr. Anthony Monreal
Deputy Superintendent

Tracie Green
Director of Human Resources and Labor Relations

Agenda Placement: Consent

Background/ rationale: Per Education Code 35186(d), any Williams Uniform
Complaints must be registered and reported by all school
districts.

Financial impact: None

Superintendent's recommendation:

Superintendent recommends approval of this report.

Supporting documents attached:
Quarterly Reports for Valenzuela/CAHSEE Lawsuit Settlement on Williams Uniform
Complaints for April-September 2012

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186(d)]

District: _____

Person completing this form: _____ Title: _____

Quarterly Report Submission Date: ☐ April 2012
(check one) ☐ July 2012
☐ October 2012
☐ January 2013

Date for information to be reported publicly at Governing Board meeting: _____

Please check the box that applies:

- ☐ No complaints were filed with any school in the District during the quarter indicated above.
- ☐ Complaints were filed with schools in the District during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
CAHSEE Intensive Instruction and Services			
TOTALS			

Print Name of District Superintendent

Signature of District Superintendent

Date

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)]

District: _____

Person completing this form: _____ Title: _____

Quarterly Report Submission Date: ☐ April 2012
 (check one) ☐ July 2012
☐ October 2012
☐ January 2013

Date for information to be reported publicly at Governing Board meeting: _____

Please check the box that applies:

- ☐ No complaints were filed with any school in the District during the quarter indicated above.
- ☐ Complaints were filed with schools in the District during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
CAHSEE Intensive Instruction and Services			
TOTALS			

 Print Name of District Superintendent

 Signature of District Superintendent

 Date

**Madera Unified School District
Board of Trustees Meeting
Student Overnight or Out of State Field Trip Request
November 13, 2012**

Date	School	Name	Field Trip – # Students	Location	Cost	Funding	Vehicle Type
02/04/13 to 02/08/13	Adams	Murray	6 th grade students to Calvin Crest for Camp 135 students—5 adults	Oakhurst, CA	\$1300 Transportation \$28,000 Lodging	Adams Parent Club Adams Parent Club	School Bus
04/18/13 to 04/21/13	MHS	Torres	FBLA students to State Leadership Conference 12 students—3 adults	Santa Clara, CA	\$200 Transportation \$2070 Lodging	MHS ASB/Perkins MHS ASB/Perkins	School Van



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Second Reading and Request Approval of Revised Board Policy and Administrative Regulation

Responsible Staff: Dr. Anthony Monreal
Deputy Superintendent

Tracie Green
Director of Human Resources & Labor Relations

Agenda Placement: Old Business

Background/ rationale: The additional language changes in BP/AR 1312.3 are in compliance with California Department of Education mandates.

Financial impact: None

Superintendent's recommendation: The Superintendent recommends approval of BP/AR 1312.3.

Supporting documents attached:

- Revised BP/AR 1312.3

Community Relations BP 1312.3(a)

MADERA UNIFIED SCHOOL DISTRICT UNIFORM COMPLAINT PROCEDURE

Uniform Complaint Procedure

The Governing Board recognizes that the District has the primary responsibility for complying with applicable state and federal laws and regulations governing educational programs. The District shall investigate complaints alleging failure to comply with such laws and/or alleging discrimination and shall seek to resolve those complaints in accordance with the District's Uniform Complaint Procedure.

The District shall follow the Uniform Complaint Procedure when addressing complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group as identified under Education Code sections 200 and 220, and Government Code section 11135, including those with actual or perceived characteristics such as, age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, mental or physical disability, nationality, national origin, race or ethnicity, religion, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any District program or activity that receives or benefits from state financial assistance.

The Uniform Complaint Procedure shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career/technical education and training programs, childcare and development programs, child nutrition programs, special education programs, and federal school safety planning requirements.

Complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facility conditions that pose a threat to the health or safety of students or staff, and teacher vacancies and misassignments shall be investigated pursuant to the District's Williams uniform complaint procedure (AR 1312.4).

(cf. 0410 Nondiscrimination in District Programs and Activities) (cf. 0450 Comprehensive Safety Plan) (cf. 1312.1 - Complaints Concerning District Employees) (cf. 1312.2 Complaints Concerning Instructional Materials) (cf. 1312.4 Williams Uniform Complaint Procedures) (cf. 3553 Free and Reduced Price Meals) (cf. 4031 Complaints Concerning Discrimination in Employment) (cf. 5141.4 Child Abuse Prevention and Reporting) (cf. 5148 Child Care and Development) (cf. 6159 Individualized Education Program) (cf. 6171 Title I Programs) (cf. 6174 - Education for English Language Learners) (cf. 6175 Migrant Education Program) (cf. 6178 Vocational Education) (cf. 6200 Adult Education)

Preference for Early Informal Resolution of Complaints

The Board encourages the early, informal resolution of complaints at the site level whenever possible. The Board believes that the community is more efficiently served by authorizing the site principal or program manager to address complaints informally and promptly. The public is also accustomed to express their concerns to this level of management. Site principals and program managers are readily familiar with applicable local circumstances, can personally

MADERA UNIFIED SCHOOL DISTRICT UNIFORM COMPLAINT PROCEDURE
(continued)

conduct or closely coordinate any necessary investigation, can directly and quickly implement appropriate remedies insofar as they have direct control of staff and programs. Site principals or program managers can monitor compliance with directives and compel compliance if necessary. Therefore, a complainant shall be given the option of pursuing an informal resolution of her/his complaint at the site level.

If the complainant does not wish to pursue an informal resolution of her/his complaint at the site level, or in instances in which the complainant is dissatisfied with the findings, conclusions, or response of the site principal or of the program manager when handled informally, the complainant may file a complaint in accordance with the Uniform Complaint Procedure as found in the corresponding regulation (see AR 1312.3).

In those circumstances in which the site principal or program manager has become a subject of the complaint, the site principal's or program manager's direct supervisor shall oversee the informal resolution of the complaint.

Confidentiality

The Board acknowledges and respects every individual's right to privacy. Complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee on a case-by-case basis.

(cf. 4119.23/4219.23/4319.23 Unauthorized Release of Confidential/Privileged Information) (cf. 5125 Student Records) (cf. 9011 Disclosure of Confidential/Privileged Information)

Protection from Retaliation

The Board prohibits retaliation in any form for participating in complaint procedures, including but not limited to the filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades or work assignments of the complainant or any individual associated with the complainant.

Third Party Mediation

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties to a dispute. In accordance with the Uniform Complaint Procedure, whenever all parties to a complaint agree to try and resolve a complaint through mediation, the Superintendent or designee shall initiate mediation. The Superintendent or designee shall ensure that mediation results are consistent with state and federal laws and regulations.

MADERA UNIFIED SCHOOL DISTRICT UNIFORM COMPLAINT PROCEDURE (continued)

Availability of Complaint Forms

Complaint forms are available at the following locations in these District Offices: Human Resources, Educational Services, Student Services, State and Federal Projects, Business Services, and Maintenance and Operations. Forms are also available at all school sites. A complaint may be written and submitted without the use of the form. The completed form must be turned in to the Office of the Chief Academic Officer for processing.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32289 School safety plan, uniform complaint procedure
35186 Williams uniform complaint procedure
41500-41513 Categorical education block grants
48985 Notices in language other than English
49060-49079 Student records
49490-49590 Child nutrition programs
52160-52178 Bilingual education programs
52300-52490 Career technical education
52500-52616.24 Adult schools
52800-52870 School-based coordinated programs
54000-54028 Economic impact aid programs
54100-54145 Miller-Unruh Basic Reading Act
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56867 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process

PENAL CODE

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

6301-6577 Title I basic programs
6601-6777 Title II preparing and recruiting high quality teachers and principals
6801-6871 Title III language instruction for limited English proficient and immigrant students
7101-7184 Safe and Drug-Free Schools and Communities Act
7201-7283g Title V promoting informed parental choice and innovative programs
7301-7372 Title V rural and low income school programs

MADERA UNIFIED SCHOOL DISTRICT UNIFORM COMPLAINT PROCEDURE
(continued)

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr/index.html>

Policy

adopted: July 9, 1992

revised: November 22, 2005

revised: October 13, 2009

revised: December 13, 2011

revised: May 22, 2012

revised: November 13, 2012

MADERA UNIFIED SCHOOL DISTRICT

Madera, California

Community Relations AR 1312.3(a)

MADERA UNIFIED SCHOOL DISTRICT UNIFORM COMPLAINT PROCEDURE

Applicability of the Uniform Complaint Procedure

The Governing Board recognizes that there are many areas of concern. The Uniform Complaint Procedure (UCP) is intended to address two classes of those concerns:

- (a) Allegations of failure to comply with state and/or federal laws in specified programs. The specified programs to which the Uniform Complaint Procedure is applicable are those "programs/services" that are enumerated below in the section entitled, "Compliance Officers".
- (b) Allegations of discrimination, harassment, intimidation or bullying against persons including those with actual or perceived characteristics such as, age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, mental or physical disability, nationality, national origin, race or ethnicity, religion, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics such as age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, mental or physical disability, nationality, national origin, race or ethnicity, religion, sex, or sexual orientation.

Routing Complaints

Because there are many forms of complaints and multiple procedures designed to address them, complainants must be afforded guidance through what can be perceived as a very complex system.

The following general principles are to be followed to ensure that complainants are connected with the appropriate District personnel and to ensure that the appropriate procedures are used:

- (a) Employees or community members shall contact site principals and program managers with concerns of any kind. Site principals and program managers are responsible for informally resolving all complaints, including those in which the Uniform Complaint Procedure is applicable.
 - (b) Employees or community members shall direct complainants to the Chief Academic Officer when complainants register their concerns at the District Office.
1. In all cases in which the Uniform Complaint Procedure is applicable, site principals, program managers, and the Office of the Chief Academic Officer shall take the following actions:
 - (a) Advise the complainant of her/his right to invoke the formal Uniform Complaint Procedure, including those instances in which successful resolution at the informal level appears likely.

MADERA UNIFIED SCHOOL DISTRICT UNIFORM COMPLAINT PROCEDURE

(continued)

- (b) Provide complainants with a copy of the Uniform Complaint Procedure form and offer assistance in filling out the form as needed.
- (c) Advise complainants that all Uniform Complaint Procedure forms are submitted to the Office of the Chief Academic Officer.

2. The Office of the Chief Academic Officer is responsible for all of the following activities:

- (a) Intake and logging of complaints.
- (b) Assignment of the complaints to the appropriate case carriers, such as Program Managers (cases alleging noncompliance with laws governing program operations), Director of Human Resources (allegations of discrimination by District personnel, including failure to adequately protect students), or the Director of Student Services (student-on-student discrimination).
- (c) Monitoring cases through their resolution, including any possible appeals.
- (d) Maintenance of all records pertaining to each case.

Compliance Officers

The Governing Board designates the following compliance officers to directly receive complaints from complainants or to indirectly receive complainants through the Office of the Chief Academic Officer. The following compliance officers are authorized to investigate complaints and to ensure District compliance with law in the following programs/services:

Adult Education

Director of Adult Education
26355 Avenue 13, Madera, CA 93637
559-6754425

Consolidated Categorical Aid Programs - State and Federal Projects

Director of English Learners
1902 Howard Road, Madera, CA 93637
559-6754500, Ext. 203

Migrant Education

Director of Migrant Education -Merced County Office of Education
632 W. 13th Street, Merced, CA 95340
209-381-6600

MADERA UNIFIED SCHOOL DISTRICT UNIFORM COMPLAINT PROCEDURE
(continued)

Vocational Education

Associate Superintendent Educational Services
1902 Howard Road, Madera, CA 93637
559-675-4500, Ext. 223

Child Care and Development Programs

Associate Superintendent Educational Services
1902 Howard Road, Madera, CA 93637
559-675-4500, Ext. 223

Preschool Educational Specialist

525 E. Yosemite Avenue, Madera, CA 93638
559-675-4003

Child Nutrition Programs

Director of Child Nutrition Programs
769 South Pine, Madera CA 93637
559-675-4546

Special Education Programs

Director of Special Services
1902 Howard Road, Madera, CA 93637
559-675-4500, Ext. 266

Federal School Safety Planning Requirements

Deputy Superintendent

1902 Howard Road, Madera, CA 93637
559-675-4500, Ext. 269

Sufficiency of Text Books and Instructional Materials (Williams Agreement, See AR 1312.4)

Associate Superintendent of Educational Services 1902 Howard Road, Madera, CA 93637
559-675-4500, Ext. 223

Emergency or Urgent Facilities Conditions Posing a Threat to Health and Safety (Williams Agreement, See AR 1312.4)

Deputy Superintendent

1902 Howard Road, Madera, CA 93637
559-675-4500, Ext. 269

MADERA UNIFIED SCHOOL DISTRICT UNIFORM COMPLAINT PROCEDURE
(continued)

Teacher Vacancy or Misassignment (Williams Agreement, See AR 1312.4)
Director of Human Resources 1902 Howard Road, Madera, CA 93637
559-675-4500, Ext. 275

The Governing Board designates the following compliance officer(s) to directly receive or to indirectly receive complaints through the Office of the Chief Academic Officer and to investigate complaints regarding unlawful discrimination:

Incidents Involving Discrimination by Certificated and Classified Staff
Director of Human Resources
1902 Howard Road, Madera, CA 93637
559-675-4500, Ext. 275

Incidents Involving Discrimination by Students
Director of Student Services
1902 Howard Road, Madera, CA 93637
559-675-4500, Ext. 235

Knowledge Regarding Laws and Programs

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee.
(cf. 9124 Attorney)

Notification

The Superintendent or designee shall meet the notification requirements of Title 5, California Code of Regulations, Section 4622, including the annual dissemination of District complaint procedures and information about the applicability of the Uniform Complaint Procedure to students, employees, parents/guardians, District advisory committees, school advisory committees, appropriate private school officials or representatives, and other interested parties. The Superintendent or designee shall make available copies of the District's Uniform Complaint Procedure free of charge.

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints.

MADERA UNIFIED SCHOOL DISTRICT UNIFORM COMPLAINT PROCEDURE
(continued)

2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable.
3. Advise the complainant of the appeal process pursuant to Education Code section 263.3, including the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies.
4. Include statements that:
 - a. The District is primarily responsible for compliance with state and federal laws and regulations.
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
 - c. An unlawful discrimination, harassment, intimidation, or bullying complaint must be filed not later than six months from the date the alleged discrimination occurs, or six months from the date the complainant first obtains knowledge of the facts of the alleged discrimination.
 - d. The complainant has a right to appeal the District's decision to the CDE by filing a written appeal within 15 days of receiving the District's decision.
 - e. The appeal to the CDE must include a copy of the complaint filed with the District and a copy of the District's decision.

Procedures

If the complainant initially pursues an informal resolution at the site level in lieu of filing a formal complaint and the attempt to obtain an informal procedure fails to result in a satisfactory resolution of the complaint, the complainant may file a formal complaint according to the following timelines and procedures. The timeline begins when the complainant subsequently formally files her/his written complaint, but the complaint must be initiated no later than six months from the date when the alleged discrimination, harassment, intimidation, or bullying occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination.

Within 60 calendar days from receipt of the complaint, the District shall complete the investigation in accordance with the following procedures. The 60 calendar day time period may be extended by written agreement of the complainant.

MADERA UNIFIED SCHOOL DISTRICT UNIFORM COMPLAINT PROCEDURE
(continued)

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled and when a decision or ruling is made.

Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of alleged noncompliance by the district. A complaint alleging unlawful discrimination, harassment, intimidation, and bullying, shall be initiated no later than six months from the date when the alleged discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination.

Complaints alleging unlawful discrimination, harassment, intimidation, and bullying, may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination.

The complaint shall be presented to the properly designated Compliance Officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, district staff shall help him/her to file the complaint. Additionally, the complaint may be in writing without using the attached form.

Step 2: Mediation

Within three days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a discrimination complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information. If the mediation process does not resolve complaint, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

MADERA UNIFIED SCHOOL DISTRICT UNIFORM COMPLAINT PROCEDURE
(continued)

Step 3: Investigation of Complaint

The compliance officer is encouraged to hold an investigative meeting within five days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to present the complaint orally.

The complainant and/or his/her representative and the District's representatives shall also have an opportunity to present evidence, or information leading to evidence to support or refute the allegations in the complaint.

To ensure that all pertinent facts are made available, the compliance office/investigator will determine appropriate procedures for each investigation that will ensure an unbiased investigation and that all pertinent information is collected. These may include: individual interviews or meetings with the complainant, District staff members, students, or persons identified as witnesses; joint meetings with relevant persons; and review of District documents or documents provided by complainants or other persons.

A complainant's refusal to provide the District's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation or his/her engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

The District's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

Step 4: Written Report

Within 35 days of receiving the complaint, the compliance officer shall prepare and send to the complainant and to the Superintendent a written report of the District's investigation and decision.

The compliance officer's report shall be written in English and in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language, the District shall arrange a meeting at which a community member will interpret it for the complainant. This report shall include:

MADERA UNIFIED SCHOOL DISTRICT UNIFORM COMPLAINT PROCEDURE
(continued)

1. The findings of fact based on the evidence gathered.
2. The conclusion(s) of law.
3. The disposition of each issue raised by the complaint and the investigation, and the rationale for such disposition.
4. The corrective actions for each issue and finding, if any.
5. Notice of the complainant's right to appeal to the Districts' Governing Board or to the California Department of Education and the procedures to be followed for initiating an appeal.
6. For discrimination complaints, notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.

If an employee is disciplined as a result of the complaint, this report shall simply state that effective action was taken and that the employee was informed of District expectations. The report shall not give any further information as to the nature of the disciplinary action.

Step 5: Appeals

Appeals to the Governing Board:

If the complainant is dissatisfied with the compliance officer's decision (findings), he/she may, within five days, file his/her appeal in writing with the Governing Board. The complainant must specify the reason or reasons for the appeal and a suggested remedy, if any, to the complaint.

The Governing Board may consider the matter at its next regular board meeting or at a special board meeting convened in order to meet the 60 day time limit within which the complaint must be answered. The Governing Board may decide not to hear the complaint, in which case the compliance officer's decision is final. The Board may, in its discretion, determine whether to hear from the complainant and other relevant parties or make a determination from the administrative records.

If the Governing Board hears the complaint, the compliance officer shall send the Governing Board's decision to the complainant within 60 days of the District's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. If the Governing Board does not hear the appeal, the compliance officer/investigator will notify the complainant and inform the complainant that the compliance officer's/investigator's decision is final.

MADERA UNIFIED SCHOOL DISTRICT UNIFORM COMPLAINT PROCEDURE
(continued)

Appeals to the California Department of Education

If dissatisfied with the District's decision, the complainant may appeal in writing to the California Department of Education within 15 days of receiving the District's decision. When appealing to the California Department of Education, the complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall include a copy of the locally filed complaint and the District's decision.

Upon notification by the CDE that the complainant has appealed the District's decision, the Superintendent or designee shall forward the following documents to the CDE:

1. A copy of the original complaint.
2. A copy of the District's decision.
3. A summary of the nature and extent of the investigation conducted by the District, if not covered by the decision.
4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties and gathered by the investigator.
5. A report of any action taken to resolve the complaint.
6. A copy of the District's complaint procedures.
7. Other relevant information requested by the CDE.

Additional Information

Direct Intervention by the Department of Education

The California Department of Education may directly intervene in the complaint without waiting for action by the District when one of the conditions listed in 5 CCR 4650 exists. In addition, the California Department of Education may also intervene in those cases where the District has not taken action within 60 calendar days of the date the complaint was filed with the district.

Persons who believe the District has discriminated against them based on a protected class and in any activity conducted by the District that receives or benefits from any Federal financial assistance may also

MADERA UNIFIED SCHOOL DISTRICT UNIFORM COMPLAINT PROCEDURE
(continued)

file a complaint with the U.S. Department of Education, Office for Civil Rights, 50 Beale Street, Suite 7200, San Francisco, CA, 94105, (415) 486-5555. District employees may also file a complaint with the California Department of Fair Employment and Housing or the U.S. Equal Employment Opportunity Commission.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the District's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For discrimination complaints, however, a complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the District has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622.

Williams Uniform Complaint Procedures

Administrative Regulation 1312.4 creates a "supplemental" Uniform Complaint Procedure to investigate complaints filed pursuant to Education Code 35186.

Additional Information

For assistance regarding the filing of complaints under the Uniform Complaint Procedure, call the Office of the Chief Academic Officer, 675-4500 extension 246.

Regulation
approved: July 9, 1992
revised: November 22, 2005
revised: October 13, 2009
revised: December 13, 2011
revised: May 22, 2012
revised: November 13, 2012

MADERA UNIFIED SCHOOL DISTRICT
Madera, California



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: **Issuance of Expulsion/ Readmission Orders**

Responsible Staff: **Dr. Anthony A. Monreal, Deputy Superintendent**
Deborah A. Wood, Associate Superintendent of Educational Services

Agenda Placement: New Business

Background/ rationale:

The Governing Board is requested to adopt the findings, conclusions and recommendations related to the possible expulsion or readmission of pupils as these are presented to the board in one or more of the following forms of documentation:

- Reports(s) of Administrative hearing Panel(s)
- Expulsion Status Review Report(s) by the Superintendent's Designee
- Stipulated Expulsion Agreement(s)

The Governing Board is also requested to issue orders consistent with the above referenced findings, conclusions and recommendations related to the possible expulsion or readmission of pupils in the cases of the following students, herein identified by their district-assigned identification numbers: 997575, 603339, 301315, 16011, 20293, 15415, 996236, 7052, 8972, 302025, 20345, A-2011/12, T-2010/11, 16622, 503114, 301329, 303571, 401765, 301394, 5153, 1001503, 16544, 403393 and 1004857.

Financial impact: None

Superintendent's recommendation:

The Superintendent recommends adoption of the findings, conclusions and recommendations made by staff.

Supporting documents attached:

Confidential information regarding each student is provided to the Board under separate cover.



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: November 13, 2012

Subject: Approval of Commercial Warrant List

Responsible Staff: Teri Bradshaw, Director of Fiscal Services

Agenda Placement: New Business

Background/ rationale:

Commercial warrants are processed weekly and subsequently sent to the Board for ratification. The commercial warrants processed are within the current Board Approved budget allocations.

Financial impact:

Financial impact of commercial warrants processed from 10/19/12 through 11/02/12:

CURRENT YR 10/19/2012	CURRENT YR 10/26/2012	CURRENT YR 10/29/2012	CURRENT YR 11/2/2012
\$342,222.23	\$2,596,259.39	\$20,681.41	\$278,229.34
-\$1,311.69	-\$2,093.01	\$0.00	-\$1,720.20
\$340,910.54	\$2,594,166.38	\$20,681.41	\$276,509.14

\$0.00	\$0.00	\$0.00	\$0.00
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\$3,232,267.47

Superintendent's recommendation:

Superintendent recommends approval of the Commercial Warrant List.

Supporting documents attached:

- Payment Orders for Checks Processed on:
 - 10/19/12
 - 10/26/12
 - 10/29/12
 - 11/02/12

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

REGISTER NUMBERS IN REQUEST:

R: _____

TOTALS BY FUNDS:

176

**COMMERCIAL PAYMENT ORDER
TO THE
COUNTY SUPERINTENDENT OF SCHOOLS
AND
COUNTY AUDITOR OF MADERA COUNTY, CALIFORNIA**

<u>83630</u>	<u>26 PRISON MITIGATION</u>	-	-	\$	-
<u>83620</u>	<u>30 STATE SCHOOL BLDG.</u>	-	-		
	<u>LEASE PURCHASE</u>	-	-	\$	-
<u>83600</u>	<u>31 REFURBISHMENT</u>	-	-	\$	-
<u>83670</u>	<u>32 ROOF REPLACEMENT</u>	-	-	\$	-
<u>83730</u>	<u>35 SCHOOL FACILITIES</u>	-	-	\$	-
<u>83610</u>	<u>40 SPECIAL RESERVE</u>	-	-	\$	-
<u>83660</u>	<u>41 BUILDING FUND</u>	-	-	\$	-
<u>83690</u>	<u>42 AG FARM BLDG. FUND</u>	-	-	\$	-
<u>83650</u>	<u>43 C.O.P. PROCEEDS</u>	-	-	\$	-
	<u>SPECIAL RESERVE</u>	-	-	\$	-
<u>83710</u>	<u>49 REDEVELOPMENT</u>	-	-	\$	-
	<u>SPECIAL RESERVE</u>	-	-	\$	-
<u>88510</u>	<u>53 STATE SCHOOL LOAN</u>	-	-	\$	-
	<u>REPAY</u>	-	-	\$	-
<u>88610</u>	<u>54 LEASE PURCHASE</u>	-	-	\$	-
<u>83640</u>	<u>56 C.O.P. DEBT SERVICE</u>	-	-	\$	-
<u>83580</u>	<u>67 INSURANCE RESERVE</u>	-	-	\$	-
<u>83570</u>	<u>73 TRUST FUND</u>	-	-	\$	-
<u>83520</u>	<u>74 ATHLETIC FUND</u>	-	-	\$	-

GRAND TOTAL: \$ 340,910.54

BY ORDER OF THE GOVERNING BOARD THE COUNTY SUPERINTENDENT OF SCHOOLS & THE AUDITOR OF MADERA COUNTY ARE HEREBY AUTHORIZED TO TRANSFER THE ABOVE LISTED FUNDS TO THE SCHOOLS COMMERCIAL REVOLVING FUND (E.C. 21110). THEY ARE FURTHER AUTHORIZED TO DRAW WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING.

APPROVED BY:

DATE:

TERI BRADSHAW, DIRECTOR OF FISCAL SVCS

PAYMENT ORDER PREPARED BY: Linda K Wall (ACCOUNTS PAYABLE)

*****FOR COUNTY SCHOOLS USE ONLY*****

AUDITED BY:

DATE:

WARRANT NUMBERS

FROM:

TO:

Fiscal Year: 2013
 Report Date: 10/18/2012

Madera Unified School District
Commercial Warrant Listing
For Warrants Dated 10/18/2012 to 10/18/2012

Page 1 of 15

Check/Warr# PO #	Register # Account #	Payee #	Payee Name Description	Amount
612498 130114	R181 01-0000-450-0000-8200-4300-0000-0	064857	VINCENT COMMUNICATIONS INC.	361.05
Warrant Total				\$361.05
612499 130111 130111	R181 01-8150-450-0000-8110-5620-0000-0 01-8150-450-0000-8110-5620-0000-0	090472-1	UNITED RENTALS NORTHWEST, INC.	94.01 342.03
Warrant Total				\$436.04
612500 130102 130102 130102 130102 130102 130102 130102 130102	R181 01-8150-450-0000-8110-5640-0000-0 01-8150-450-0000-8110-5640-0000-0 01-8150-450-0000-8110-5640-0000-0 01-8150-450-0000-8110-5640-0000-0 01-8150-450-0000-8110-5640-0000-0 01-8150-450-0000-8110-5640-0000-0 01-8150-450-0000-8110-5640-0000-0 01-8150-450-0000-8110-5640-0000-0 01-8150-450-0000-8110-5640-0000-0	057115	SONITROL OF FRESNO	31.80 1,617.99 707.50 10.80 214.00 127.00 144.67 138.00
Warrant Total				\$2,991.76
612501 130109 130109 130109 130109 130109	R181 01-8150-450-0000-8110-4300-0000-0 01-8150-450-0000-8110-4300-0000-0 01-8150-450-0000-8110-4300-0000-0 01-8150-450-0000-8110-4300-0000-0 01-8150-450-0000-8110-4300-0000-0	090072-1	UNISOURCE WORLDWIDE INC	29.98 337.32 188.77 87.11 370.98
Warrant Total				\$1,014.16
612502 131052	R181 01-8150-450-0000-8110-4300-0000-0	090075-1	TRANE	411.47
Warrant Total				\$411.47
612503 130106	R181 01-8150-450-0000-8110-4300-0000-0	090077	TORRES FENCE CO., INC	650.95
Warrant Total				\$650.95
612504 130273 130273	R181 01-8150-450-0000-8110-4300-0000-0 01-8150-450-0000-8110-4300-0000-0	091789-1	TACONY CORPORATION	544.72 186.21
Warrant Total				\$730.93
612505 130107 130107 130107 130107 130107 130107 130107	R181 01-0000-450-0000-8200-4300-0000-0 01-0000-450-0000-8200-4300-0000-0 01-0000-450-0000-8200-4300-0000-0 01-0000-450-0000-8200-4300-0000-0 01-0000-450-0000-8200-4300-0000-0 01-0000-450-0000-8200-4300-0000-0 01-0000-450-0000-8200-4300-0000-0 01-0000-450-0000-8200-4300-0000-0	913230-1	TOTAL FILTRATION SERVICES, INC	155.16 432.90 40.21 976.09 344.71 519.27 192.40
Warrant Total				\$2,660.74

Commercial Warrant Listing
For Warrants Dated 10/18/2012 to 10/18/2012

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
612506	R181	055658	SHERWIN WILLIAMS PAINT CO.		
130099	01-8150-450-0000-8110-4300-0000-0				15.35
130099	01-8150-450-0000-8110-4300-0000-0				170.73
130099	01-8150-450-0000-8110-4300-0000-0				19.46
130099	01-8150-450-0000-8110-4300-0000-0				16.39
130099	01-8150-450-0000-8110-4300-0000-0				502.13
130099	01-8150-450-0000-8110-4300-0000-0				481.31
130099	01-8150-450-0000-8110-4300-0000-0				165.44
130099	01-8150-450-0000-8110-4300-0000-0				4.30
130099	01-8150-450-0000-8110-4300-0000-0				570.49
130099	01-8150-450-0000-8110-4300-0000-0				609.12
130099	01-8150-450-0000-8110-4300-0000-0				124.18
130099	01-8150-450-0000-8110-4300-0000-0				10.81
130099	01-8150-450-0000-8110-4300-0000-0				237.11
Warrant Total					\$2,926.82
612507	R181	053992-1	SAVE MART SUPERMARKET		
131067	01-0640-400-1300-1000-4310-0000-0				1,272.83
Warrant Total					\$1,272.83
612508	R181	055248	SERVI-TECH CONTROLS, INC		
130098	01-8150-450-0000-8110-4300-0000-0				148.55
130098	01-8150-450-0000-8110-4300-0000-0				758.53
Warrant Total					\$907.08
612509	R181	060697	TECO PRODUCTS COMPANY		
130105	01-8150-450-0000-8110-4300-0000-0				41.48
130105	01-8150-450-0000-8110-4300-0000-0				59.64
130105	01-8150-450-0000-8110-4300-0000-0				96.93
130105	01-8150-450-0000-8110-4300-0000-0				61.74
130105	01-8150-450-0000-8110-4300-0000-0				8.46
130105	01-8150-450-0000-8110-4300-0000-0				79.20
130105	01-8150-450-0000-8110-4300-0000-0				67.24
130105	01-8150-450-0000-8110-4300-0000-0				34.80
130105	01-8150-450-0000-8110-4300-0000-0				25.75
130105	01-8150-450-0000-8110-4300-0000-0				10.07
130105	01-8150-450-0000-8110-4300-0000-0				23.22
130105	01-8150-450-0000-8110-4300-0000-0				98.97
Warrant Total					\$607.50
612510	R181	064030	VALLEY IRON INC.		
130113	01-8150-450-0000-8110-4300-0000-0				247.83
Warrant Total					\$247.83
612511	R181	090057	WILCO SUPPLY		
130117	01-8150-450-0000-8110-4300-0000-0				507.48
130117	01-8150-450-0000-8110-4300-0000-0				239.80
130117	01-8150-450-0000-8110-4300-0000-0				15.73
130117	01-8150-450-0000-8110-4300-0000-0				153.49
130117	01-8150-450-0000-8110-4300-0000-0				87.49
Warrant Total					\$1,003.99

Commercial Warrant Listing
For Warrants Dated 10/18/2012 to 10/18/2012

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
612512	R181	090060	WESTERN AG & TURF		
130115	01-8150-450-0000-8110-4300-0000-0				101.52
130115	01-8150-450-0000-8110-4300-0000-0				605.06
130115	01-8150-450-0000-8110-4300-0000-0				1.65
130115	01-8150-450-0000-8110-4300-0000-0				24.86
130115	01-8150-450-0000-8110-4300-0000-0				4.20
130115	01-8150-450-0000-8110-4300-0000-0				131.74
			Warrant Total		\$869.03
612513	R181	091794	Scrubber City, Inc.		
130555	01-0000-450-0000-8210-4300-0000-0				251.90
130555	01-0000-450-0000-8210-4300-0000-0				92.71
130555	01-0000-450-0000-8210-4300-0000-0				26.09
130555	01-0000-450-0000-8210-4300-0000-0				142.84
130555	01-0000-450-0000-8210-4300-0000-0				172.68
			Warrant Total		\$686.22
612514	R181	933520-1	SHIFFLER EQUIPMENT SALES, INC.		
130100	01-8150-450-0000-8110-4300-0000-0				44.90
			Warrant Total		\$44.90
612515	R181	052861	S & J LUMBER		
130097	01-8150-450-0000-8110-4300-0000-0				76.28
130097	01-8150-450-0000-8110-4300-0000-0				219.81
			Warrant Total		\$296.09
612516	R181	066402-1	WESTERN BUILDING MATERIALS CO		
130116	01-8150-450-0000-8110-4300-0000-0				128.43
			Warrant Total		\$128.43
612517	R181	090472	UNITED RENTALS		
130111	01-8150-450-0000-8110-5620-0000-0				182.07
			Warrant Total		\$182.07
612518	R181	064857	VINCENT COMMUNICATIONS INC.		
130114	01-0000-450-0000-8200-5640-0000-0				45.00
130114	01-0000-450-0000-8200-5640-0000-0				56.25
130114	01-0000-450-0000-8200-4300-0000-0				71.34
130114	01-0000-450-0000-8200-4300-0000-0				136.24
			Warrant Total		\$308.83
612519	R181	066402-1	WESTERN BUILDING MATERIALS CO		
130116	01-8150-450-0000-8110-4300-0000-0				707.40
			Warrant Total		\$707.40
612520	R181	090472-1	UNITED RENTALS NORTHWEST, INC.		
130111	01-8150-450-0000-8110-4300-0000-0				51.59
130111	01-8150-450-0000-8110-5620-0000-0				102.91
130111	01-8150-450-0000-8110-5620-0000-0				911.40
			Warrant Total		\$1,065.90
612521	R181	000250	TUTTLE, LINDA		
131396	01-5640-260-0000-3140-5800-0000-1				3,822.00
			Warrant Total		\$3,822.00

Commercial Warrant Listing
For Warrants Dated 10/18/2012 to 10/18/2012

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
612522	R181	970120-1	SCHOOL SPECIALTY INC.		
130913	01-1100-300-1200-1000-4310-6500-0				344.28
			Warrant Total		\$344.28
612523	R181	091899	Fresno AMAE		
131698	01-3010-600-1200-2700-5200-4250-2				105.00
131692	01-0000-260-0000-7200-5200-6000-0				100.00
			Warrant Total		\$205.00
612524	R181	091278	University of California, Davis		
131640	01-0000-260-0000-7200-5200-6000-0				35.00
			Warrant Total		\$35.00
612525	R181	090715	SELMA HIGH SCHOOL		
131600	01-0045-490-1315-4200-5800-0000-0				350.00
			Warrant Total		\$350.00
612526	R181	091393	San Joaquin Pest Control of Fresno		
130266	01-7400-390-0000-8110-5630-0000-0				5,130.00
			Warrant Total		\$5,130.00
612527	R181	980730-1	U.S. FOODSERVICE, INC.		
131066	01-0640-400-1300-1000-4310-0000-0				168.66
131066	01-0640-400-1300-1000-4310-0000-0				118.38
			Warrant Total		\$287.04
612528	R181	970120-1	SCHOOL SPECIALTY INC.		
130598	01-1100-300-1200-1000-4310-6500-0				2,042.55
130598	01-1100-300-1200-1000-4310-6500-0				3,670.31
130257	01-1100-310-1200-1000-4310-6500-0				416.30
			Warrant Total		\$6,129.16
612529	R181	090057	WILCO SUPPLY		
130117	01-8150-450-0000-8110-4300-0000-0				572.48
			Warrant Total		\$572.48
612530	R181	091902	California FBLA		
131719	01-3550-400-1530-1000-5200-0000-0				80.00
			Warrant Total		\$80.00
612531	R181	090854	SANTA CLARA MARRIOTT		
131755	01-3550-490-1530-1000-5200-0000-0				460.00
			Warrant Total		\$460.00
612532	R181	920805-1	FROST, DAVIS & DONNELLY		
131764	01-0000-260-0000-7110-5200-5610-0				60.00
131764	01-0000-260-0000-7150-5200-6900-0				60.00
			Warrant Total		\$120.00
612533	R181	091884	Sheraton San Diego Hotel & Marina		
131572	11-9136-260-4110-1000-5200-7640-0				291.66
			Warrant Total		\$291.66
612534	R181	091891	Hilton Orange County		
131607	01-5640-260-0000-3120-5200-6640-1				331.11
			Warrant Total		\$331.11

Commercial Warrant Listing
For Warrants Dated 10/18/2012 to 10/18/2012

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
612535	R181	954550	San Joaquin Valley Officials Association		
131717	01-0000-600-1215-4200-5800-0000-0				425.00
			Warrant Total		\$425.00
612536	R181	954550-1	SJVOA		
131734	01-0045-490-1315-4200-5800-0000-0				1,000.00
			Warrant Total		\$1,000.00
612537	R182	8054	LYDIA GILLERAN		
	01-7230-280-0000-3600-5200-6940-0				15.89
			Warrant Total		\$15.89
612538	R182	7147	SHAWNDR A NICOLE LACY		
	01-7230-280-0000-3600-5200-6940-0				3.79
			Warrant Total		\$3.79
612539	R182	5473	ROBERT WARD		
	01-7230-280-0000-3600-5200-6940-0				14.53
			Warrant Total		\$14.53
612540	R182	7669	OLIMPIA INFANTE MARTINEZ		
	01-7230-280-0000-3600-5200-6940-0				10.78
			Warrant Total		\$10.78
612541	R182	4323	SONIA CARMINA BAUTISTA		
	01-7230-280-0000-3600-5200-6940-0				14.82
			Warrant Total		\$14.82
612542	R182	9318	IVAN CLOETERS		
	01-7230-280-0000-3600-5200-6940-0				22.35
			Warrant Total		\$22.35
612543	R182	7078	JAIME CALDERON ARTEAGA		
	01-7230-280-0000-3600-5200-6940-0				14.88
			Warrant Total		\$14.88
612544	R182	7065	THOMAS RAY WHITAKER		
	01-7230-280-0000-3600-5200-6940-0				22.56
			Warrant Total		\$22.56
612545	R182	3017	BEATRICE CONTRERAS		
	01-7230-280-0000-3600-5200-6940-0				19.09
			Warrant Total		\$19.09
612546	R182	732	CYNDI K. CALLICOTT		
	01-7230-280-0000-3600-5200-6940-0				24.81
			Warrant Total		\$24.81
612547	R182	1936	JENNIFER JOAN GAVIOLA		
	01-3725-400-1300-2700-5200-0000-2				132.00
			Warrant Total		\$132.00
612548	R182	59	KENT EDWARD ALBERTSON		
	01-3725-400-1300-2700-5200-0000-2				279.08
			Warrant Total		\$279.08

Commercial Warrant Listing
For Warrants Dated 10/18/2012 to 10/18/2012

Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
612549	R182	5858	JANDER MOJICA DUQUE	01-3725-400-0000-2150-5200-0000-2	210.50
			Warrant Total		\$210.50
612550	R182	3441	PAMELA V. MENDOZA	01-0000-260-0000-7700-5200-5050-0	110.00
			Warrant Total		\$110.00
612551	R182	516	CONNIE BITTER	01-0000-260-0000-7700-5200-5050-0	302.03
			Warrant Total		\$302.03
612552	R182	8329	ALMA G IRIARTE	01-5640-260-0000-3120-5200-6640-1	90.47
			Warrant Total		\$90.47
612553	R182	7770	JACQUELINE M. DIAMOND	01-5640-260-0000-3120-5200-6640-1	98.79
			Warrant Total		\$98.79
612554	R182	7577	LAUREN GRIPENSTRAW	01-5640-260-0000-3120-5200-6640-1	53.29
			Warrant Total		\$53.29
612555	R182	3065	STACEY MARIE TAFOYA	01-5640-260-0000-3120-5200-6640-1	90.47
			Warrant Total		\$90.47
612556	R182	3355	REBECCA L. MCHANAY	01-5640-260-0000-3120-5200-6640-1	48.84
			Warrant Total		\$48.84
612557	R182	8363	LUCKINDER GILL	01-5640-260-0000-3140-5200-0000-0	30.25
			Warrant Total		\$30.25
612558	R182	1717	JULIE MELINDA FRANICH	01-5640-260-0000-3140-5200-0000-0	61.05
			Warrant Total		\$61.05
612559	R182	8372	LORI ANN SHREVE	01-5640-260-0000-3140-5200-0000-0	23.31
			Warrant Total		\$23.31
612560	R182	10115	ALYSSIA CRISTAL ARREDONDO	01-9665-410-7110-2700-5200-8500-0	38.85
			Warrant Total		\$38.85
612561	R182	9878	ORLANDO EDOARDO BELLOMO	01-0000-260-1155-2100-5200-6250-0	62.16
			Warrant Total		\$62.16
612562	R182	7330	CHEYANNE M RALSTON	01-0000-260-0000-7700-5200-5050-0	53.17
			Warrant Total		\$53.17

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Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
612563	R182	3585	OTILIA TILLI MORALES		
			01-0010-570-3200-1000-5200-4090-0		26.65
			Warrant Total		\$26.65
612564	R182	9254	TINA LOUISE NAJARIAN		
			01-0010-570-3200-1000-5200-4090-0		128.21
			Warrant Total		\$128.21
612565	R182	9206	SARAH E AUSLEY		
			01-1100-260-1255-1000-5200-6250-0		53.28
			Warrant Total		\$53.28
612566	R182	26666022	LEILANI YASMINE MONTALVO		
			01-0000-260-0000-7300-5200-5550-0		14.79
			Warrant Total		\$14.79
612567	R182	7934	MARY SIEGL		
			01-0000-260-0000-7400-5200-5260-0		25.53
			Warrant Total		\$25.53
612568	R182	26002697	Theresa M Reilly		
			01-0000-260-1205-1000-5200-0000-0		6.66
			Warrant Total		\$6.66
612569	R182	5531	JANE WIEBE		
			01-0000-260-1205-1000-5200-0000-0		86.58
			Warrant Total		\$86.58
612570	R182	5744	Don Floyd		
			01-0000-260-1205-1000-5200-0000-0		266.40
			Warrant Total		\$266.40
612571	R182	5303	TERESA VALDEZ		
			01-0000-260-1205-1000-5200-0000-0		179.82
			Warrant Total		\$179.82
612572	R182	1072	Susan D Cookson		
			01-0000-670-1200-1000-4310-0000-0		132.53
			Warrant Total		\$132.53
612573	R182	10118	PRINCE WILLIAM MARSHALL		
			01-0000-000-0000-0000-9514-0000-0		267.72
			Warrant Total		\$267.72
612574	R182	217	GREG ARREAZOLA		
			01-0000-000-0000-0000-9518-0000-0		136.60
			Warrant Total		\$136.60
612575	R182	4384	AGAPITA ROCHA		
			01-0000-000-0000-0000-9518-0000-0		55.60
			Warrant Total		\$55.60
612576	R182	3355	REBECCA L. MCHANEY		
			01-6500-260-5770-1110-4310-0000-0		26.93
			Warrant Total		\$26.93

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Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
612577	R182	1728	EVELYN L FRECHOU		
	01-3550-400-1530-1000-5800-0000-0				127.44
			Warrant Total		\$127.44
612578	R184	091143	GOLF CAR CENTRAL SERVICE		
131369	14-0010-320-0000-8110-4400-0000-0				1,250.06
131369	01-0000-320-0000-8210-4400-0000-0				221.00
131369	01-9170-320-0000-8220-4400-2880-0				750.00
131369	01-9170-320-1200-2700-4400-0000-0				1,200.00
			Warrant Total		\$3,421.06
612579	R184	901890-1	GOTTSCHALK MUSIC CENTER		
131527	01-1100-260-1255-1000-5800-6250-0				300.00
			Warrant Total		\$300.00
612580	R184	976150-2	HOME DEPOT CREDIT SERVICES		
130050	01-8150-450-0000-8110-4300-0000-0				34.43
130050	01-8150-450-0000-8110-4300-0000-0				32.84
130050	01-8150-450-0000-8110-4300-0000-0				169.32
130050	01-8150-450-0000-8110-4300-0000-0				6.26
130050	01-8150-450-0000-8110-4300-0000-0				7.11
130050	01-8150-450-0000-8110-4300-0000-0				45.38
130447	01-0000-470-0000-8210-4300-0000-0				47.37
130447	01-0000-470-0000-8210-4300-0000-0				-17.36
130447	01-0000-470-0000-8210-4300-0000-0				29.40
130050	01-8150-450-0000-8110-5620-0000-0				4.54
130050	01-8150-450-0000-8110-5620-0000-0				0.71
130050	01-8150-450-0000-8110-5620-0000-0				0.63
130050	01-8150-450-0000-8110-5620-0000-0				16.93
130050	01-8150-450-0000-8110-5620-0000-0				3.28
130050	01-8150-450-0000-8110-5620-0000-0				3.44
130398	01-0000-360-0000-8210-4300-0000-0				32.22
130515	01-0000-570-0000-8210-4300-0000-0				90.42
			Warrant Total		\$506.92
612581	R184	939890	MADERA UNIFORM		
131109	01-0000-400-0000-8210-5800-0000-0				226.28
			Warrant Total		\$226.28
612582	R184	090092	PRICKETTS DISBRIBUTING INC.		
130735	01-0000-620-0000-8210-5800-0000-0				15.00
			Warrant Total		\$15.00
612583	R184	032094-1	KAPLAN EARLY LEARNING CO.		
131602	01-9226-650-1200-1000-4310-0000-0				282.67
			Warrant Total		\$282.67
612584	R184	091814	Malcolite Corporation		
130805	01-0000-450-0000-8210-4300-0000-0				650.28
			Warrant Total		\$650.28

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Check/Warr#	Register #	Payee #	Payee Name		
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612585	R185	091904	Gallardo, Jennifer		
131721	01-0000-490-1355-4100-5800-2320-0				750.00
			Warrant Total		\$750.00
612586	R185	091903	ROP Kampus Kettle		
131720	01-3725-400-1300-1000-4310-0000-3				97.72
			Warrant Total		\$97.72
612587	R185	043458-1	NATIONAL NOTARY ASSOCIATION		
131716	01-0000-260-0000-7390-5300-6950-0				33.00
			Warrant Total		\$33.00
612588	R185	090274	GOLDEN WEST HIGH SCHOOL		
131501	01-0045-490-1315-4200-5800-0000-0				300.00
			Warrant Total		\$300.00
612589	R185	090768	GILROY HIGH SCHOOL		
131658	01-0045-490-1315-4200-5800-0000-0				350.00
			Warrant Total		\$350.00
612590	R185	029179	THE HORN SHOP		
131526	01-1100-260-1255-1000-4310-6250-0				888.94
			Warrant Total		\$888.94
612591	R185	091244	Learning Plus Associates		
130906	01-3010-310-1200-1000-4310-4200-2				1,660.43
			Warrant Total		\$1,660.43
612592	R185	091543	Las Vegas Sports Committee		
131500	01-0045-490-1315-4200-5800-0000-0				350.00
			Warrant Total		\$350.00
612593	R185	090211	LINDSAY HIGH SCHOOL		
131655	01-0045-490-1315-4200-5800-0000-0				350.00
131657	01-0045-490-1315-4200-5800-0000-0				300.00
			Warrant Total		\$650.00
612594	R185	911630	MUSIC PRODUCTS, INC.		
131525	01-1100-260-1255-1000-4310-6250-0				157.70
			Warrant Total		\$157.70
612595	R185	897140-1	MARO'S ALTERATIONS		
131672	01-3725-400-1300-1000-5800-0000-3				147.00
			Warrant Total		\$147.00
612596	R185	090375	MADERA SOUTH HIGH SCHOOL ATHLETICS		
131647	01-0045-400-1315-4200-5800-0000-0				350.00
			Warrant Total		\$350.00
612597	R185	993410	MADERA ROTARY FOUNDATION		
131644	01-0000-260-0000-7150-5300-6900-0				50.00
131644	01-0000-260-0000-7150-5300-6900-0				80.00
131644	01-0000-260-0000-7150-5300-6900-0				5.00
			Warrant Total		\$135.00

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PO #	Account #		Description		Amount
612598	R185	090272	MENDOTA HIGH SCHOOL		
131659	01-0045-490-1315-4200-5800-0000-0				275.00
			Warrant Total		\$275.00
612599	R185	091533	Madera High School Athletics		
131626	01-0045-490-1315-4200-5800-0000-0				170.00
			Warrant Total		\$170.00
612600	R185	090843	MISSION SAN JOSE HIGH SCHOOL		
131660	01-0045-490-1315-4200-5800-0000-0				400.00
			Warrant Total		\$400.00
612601	R185	047668	PETE'S SPORT SHOP, INC.		
131497	01-1100-260-1255-1000-5800-6250-0				312.48
			Warrant Total		\$312.48
612602	R185	047442	PERMA BOUND		
131196	01-3010-560-1200-1000-4200-4250-3				3,000.00
			Warrant Total		\$3,000.00
612603	R185	934420	REALLY GOOD STUFF		
131493	01-0000-360-1200-1000-4310-0000-0				117.43
			Warrant Total		\$117.43
612604	R185	957560	RANDIK		
131487	01-0000-000-0000-0000-9320-0000-0				169.90
131487	01-0000-000-0000-0000-9320-0000-0				869.74
131487	01-0000-000-0000-0000-9320-0000-0				2,661.77
			Warrant Total		\$3,701.41
612605	R185	915570-1	RDJ SPECIALTIES, INC		
131666	01-9170-460-1200-1000-4310-0000-0				443.23
			Warrant Total		\$443.23
612606	R185	948510-1	RENAISSANCE LEARNING, INC.		
131193	01-3010-560-1200-1000-5885-4250-3				2,567.88
			Warrant Total		\$2,567.88
612607	R185	090105	PAINTERS PLUS		
130540	14-0010-400-0000-8500-6200-0000-0				18,000.00
			Warrant Total		\$18,000.00
612608	R185	037775	MADERA TRIBUNE		
131627	01-0000-260-0000-7200-4320-6000-0		CAO		84.79
			Warrant Total		\$84.79
612609	R185	957310	MID AMERICA BOOKS		
131484	01-0000-490-1300-2420-4310-0000-0				167.51
131484	01-9170-490-1300-2422-4200-0000-0				1,247.76
			Warrant Total		\$1,415.27
612610	R185	042738-1	NASCO MODESTO		
131579	01-0000-490-1310-1000-4310-0000-0				260.24
			Warrant Total		\$260.24

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Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
612611	R185	091787	RC General Engineering Inc.		
130253	14-0010-380-0000-8500-6170-0000-0				1,460.25
			Warrant Total		\$1,460.25
612612	R188	090232-1	ACT INC		
131686	01-3010-390-1200-1000-4310-4250-2		MIK		552.00
131686	01-3010-390-1200-1000-4310-4250-2				-115.98
			Warrant Total		\$436.02
612613	R188	091897	Anderson's		
131671	01-3725-400-1300-1000-5800-0000-3		order#5647247		643.44
			Warrant Total		\$643.44
612614	R188	003457-1	APPLE COMPUTER, INC		
131454	01-7090-460-1200-1000-4485-0000-0				5,843.11
131454	01-7090-460-1200-1000-4485-0000-0				5,422.11
			Warrant Total		\$11,265.22
612615	R188	091510	A WISH COME TRUE		
131276	01-9138-400-1355-1000-4310-2320-0				1,572.00
			Warrant Total		\$1,572.00
612616	R188	090443	The Basix		
131646	01-0045-400-1315-4200-5800-0000-0				284.38
			Warrant Total		\$284.38
612617	R188	090165-1	BSN SPORTS		
131418	01-0000-560-1215-2700-4300-0000-0				344.18
			Warrant Total		\$344.18
612618	R188	893460	BUCHANAN HIGH SCHOOL		
131662	01-0045-490-1315-4200-5800-0000-0		pre season softball tournament		650.00
			Warrant Total		\$650.00
612619	R188	091217	BULLDOG TOWING		
131648	01-0045-400-1315-4200-5800-0000-0		mhs		175.00
			Warrant Total		\$175.00
612620	R188	009850	CALIFORNIA DEPARTMENT OF ED.		
131557	01-0000-260-0000-7200-5800-5600-0		interest calculation		106.24
			Warrant Total		\$106.24
612621	R188	091683-1	California Fire Life Safety Systems Inc.		
130856	01-8150-450-0000-8110-5630-0000-0		Oct-Dec 2012		74.73
130856	01-8150-450-0000-8110-5630-0000-0		Oct-Dec 2012		330.00
			Warrant Total		\$404.73
612622	R188	090324	CALIFORNIA STATE UNIVERSITY, FRESNO		
131693	01-0000-400-1355-4100-5808-2330-0		Fresno State Choral Festival		200.00
			Warrant Total		\$200.00

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612623	R188	091825	California Teaching Fellows Foundation		
131668	01-6010-290-1200-1000-4310-0735-0		after school cell phones		91.76
131668	01-6010-310-1200-1000-4310-0735-0		after school cell phones		91.76
131668	01-6010-320-1200-1000-4310-0735-0		after school cell phones		91.76
131668	01-6010-380-1200-1000-4310-0735-0		after school cell phones		91.76
131668	01-6010-390-1200-1000-4310-0735-0		after school cell phones		91.76
131668	01-6010-420-1200-1000-4310-0735-0		after school cell phones		91.76
131668	01-6010-440-1200-1000-4310-0735-0		after school cell phones		91.76
131668	01-6010-460-1200-1000-4310-0735-0		after school cell phones		91.76
131668	01-6010-520-1200-1000-4310-0735-0		after school cell phones		91.76
131668	01-6010-620-1200-1000-4310-0735-0		after school cell phones		91.76
131668	01-6010-630-1200-1000-4310-0735-0		after school cell phones		91.76
131668	01-6010-650-1200-1000-4310-0735-0		after school cell phones		91.76
131668	01-6010-670-1200-1000-4310-0735-0		after school cell phones		91.73
131668	01-6010-600-1200-1000-4310-0735-0		after school cell phones		91.76
131668	01-6010-580-1200-1000-4310-0735-0		after school cell phones		91.76
131668	01-3010-300-1200-1000-4310-0735-2		after school cell phones		91.76
131668	01-3010-360-1200-1000-4310-0735-2		after school cell phones		91.76
131668	01-3010-470-1200-1000-4310-0735-2		after school cell phones		91.76
131668	01-3010-560-1200-1000-4310-0735-2		after school cell phones		91.76
			Warrant Total		\$1,743.41
612624	R188	090579-1	CALSTRS/JEM		
131553	01-0000-260-0000-7200-5890-5600-0		Sept.2012		860.00
			Warrant Total		\$860.00
612625	R188	090353	Carter, Samantha		
131723	01-0000-490-1355-4100-5800-2320-0		choreographing		750.00
			Warrant Total		\$750.00
612626	R188	090372	CENTENNIAL HIGH SCHOOL		
131502	01-0045-490-1315-4200-5800-0000-0		Kern County Invitational		350.00
			Warrant Total		\$350.00
612627	R188	916950	CENTRAL VALLEY PRESORT		
130124	01-0000-260-0000-7200-5910-5600-0				1,861.72
130124	01-0000-260-0000-7200-5910-5600-0				701.50
			Warrant Total		\$2,563.22
612628	R188	012241	CENTRAL VALLEY TRUCK CENTER		
130328	01-7230-000-0000-0000-9320-0000-0				10,182.08
130774	01-7230-280-0000-3600-6400-6930-0				19,761.35
130328	01-7230-280-0000-3600-5640-6930-0				2,579.68
			Warrant Total		\$32,523.11
612629	R188	013903	CLOVIS HIGH SCHOOL		
131661	01-0045-490-1315-4200-5800-0000-0		wrestling		500.00
			Warrant Total		\$500.00
612630	R188	013917	CLOVIS WEST HIGH		
131638	01-0045-490-1315-4200-5800-0000-0		volleyball		350.00
			Warrant Total		\$350.00

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612631	R188	090651	COSTCO WHOLESALE #31		
131376	01-0000-490-1342-1000-4310-0000-0				306.64
131376	01-0000-490-1342-1000-4310-0000-0				685.31
			Warrant Total		\$991.95
612632	R188	091803	Dharma Trading Co.		
130686	01-0000-000-0000-0000-9320-0000-0				580.06
130686	01-0000-000-0000-0000-9320-0000-0				-421.07
			Warrant Total		\$158.99
612633	R188	090245-1	FARMER BROS COMPANY		
131068	01-0640-400-1300-1000-4310-0000-0				124.74
			Warrant Total		\$124.74
612634	R188	090386	FIREBAUGH HIGH SCHOOL		
131503	01-0045-490-1315-4200-5800-0000-0		wrestling		300.00
			Warrant Total		\$300.00
612635	R188	023699-1	FRESNO OXYGEN		
131289	01-0000-490-1305-1000-4310-0000-0				495.35
			Warrant Total		\$495.35
612636	R188	091811	DOWNTOWN FORD SALES		
130784	01-1100-490-1305-4100-6400-6500-0				22,676.37
130784	01-1100-490-1305-4100-6400-6500-0				-348.97
130784	01-9170-490-1305-4100-6400-0000-0				-75.51
130784	01-9170-490-1305-4100-6400-0000-0				4,906.95
130784	01-7010-490-1305-4100-6400-0000-0				-75.52
130784	01-7010-490-1305-4100-6400-0000-0				4,906.94
			Warrant Total		\$31,990.26
612637	R189	046275-1	PG&E		
	01-0000-310-0000-8200-5520-0000-0				5,295.14
	01-0000-320-0000-8200-5520-0000-0				2,408.98
	01-0000-350-0000-8200-5520-0000-0				16.56
	01-0000-390-0000-8200-5520-0000-0				15,435.51
	01-0000-400-0000-8200-5520-0000-0				2,298.29
	01-0000-400-1315-8200-5520-0000-0				654.25
	01-0000-420-0000-8200-5520-0000-0				4,465.33
	01-0000-440-0000-8200-5520-0000-0				5,686.19
	01-0000-580-0000-8200-5520-0000-0				4,279.84
	01-0000-600-0000-8200-5520-0000-0				9,897.12
	01-0000-620-0000-8200-5520-0000-0				5,209.77
	01-0000-630-0000-8200-5520-0000-0				8,137.67
	01-0000-650-0000-8200-5520-0000-0				4,745.43
	01-0000-495-0000-8200-5520-0000-0				232.86
	01-0000-570-0000-8200-5520-0000-0				2,893.73
	11-0010-260-4110-8200-5520-0000-0				16.56
			Warrant Total		\$71,673.23

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PO #	Account #		Description		Amount
612638	R189	091194	Shell Energy North American(US), L.P.		
	11-0010-260-4110-8200-5520-0000-0		Sep.2012		59.17
	11-9503-260-4110-8200-5520-0000-0		Sep.2012		32.53
	01-0000-570-0000-8200-5520-0000-0		Sep.2012		1,371.85
	13-5310-260-0000-8200-5520-0000-0		Sep.2012		2,184.45
	13-5310-400-0000-8200-5520-0000-0		Sep.2012		306.61
	13-5310-520-0000-8200-5520-0000-0		Sep.2012		86.76
	01-0000-260-0000-8200-5520-5600-0		Sep.2012		2,062.15
	01-0000-360-0000-8200-5520-0000-0		Sep.2012		1,667.79
	01-0000-290-0000-8200-5520-0000-0		Sep.2012		2,383.62
	01-0000-300-0000-8200-5520-0000-0		Sep.2012		1,720.56
	01-0000-310-0000-8200-5520-0000-0		Sep.2012		2,577.32
	01-0000-320-0000-8200-5520-0000-0		Sep.2012		765.72
	01-0000-420-0000-8200-5520-0000-0		Sep.2012		2,107.92
	01-0000-440-0000-8200-5520-0000-0		Sep.2012		1,044.21
	01-0000-380-0000-8200-5520-0000-0		Sep.2012		1,094.47
	01-0000-390-0000-8200-5520-0000-0		Sep.2012		6,970.06
	01-0000-400-0000-8200-5520-0000-0		Sep.2012		12,012.65
	01-0000-400-1315-8200-5520-0000-0		Sep.2012		1,426.75
	01-0000-490-0000-8200-5520-0000-0		Sep.2012		23,126.86
	01-0000-520-0000-8200-5520-0000-0		Sep.2012		1,839.51
	01-0000-530-0000-8200-5520-0000-0		Sep.2012		233.44
	01-0000-560-0000-8200-5520-0000-0		Sep.2012		2,709.04
	01-0000-580-0000-8200-5520-0000-0		Sep.2012		1,632.61
	01-0000-600-0000-8200-5520-0000-0		Sep.2012		5,515.43
	01-0000-630-0000-8200-5520-0000-0		Sep.2012		5,605.76
	01-0000-650-0000-8200-5520-0000-0		Sep.2012		2,198.51
	01-0000-620-0000-8200-5520-0000-0		Sep.2012		2,378.12
	01-0000-460-0000-8200-5520-0000-0		Sep.2012		1,730.86
	01-0000-470-0000-8200-5520-0000-0		Sep.2012		3,319.70
	01-0000-450-0000-8200-5520-0000-0		Sep.2012		955.61
			Warrant Total		\$91,120.04
612639	R189	091182	County of Madera		
	01-0000-570-0000-8200-5530-0000-0		water service		598.00
			Warrant Total		\$598.00
612640	R189	059174	SUBURBAN PROPANE		
	01-0000-450-0000-8200-5515-0000-0		Sep.2012		243.92
	01-0000-380-0000-8200-5515-0000-0		Sep.2012		1,722.42
			Warrant Total		\$1,966.34
612641	R190	7214	MELANIE ANN SERROS		
	01-0000-260-0000-7330-5200-5550-0				125.15
			Warrant Total		\$125.15
			District Totals	144 Warrants for	\$342,222.23

Fiscal Year: 2013

Report Date: 10/18/2012

Madera Unified School District
Commercial Warrant Listing
For Warrants Dated 10/18/2012 to 10/18/2012

Page 15 of 15

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				

Fund Totals		Amount
01 - General Fund		\$318,534.18
11 - Adult Education		\$399.92
13 - Cafeteria		\$2,577.82
14 - Deferred Maintenance		\$20,710.31
Total		\$342,222.23

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

BOARD DATE: 11/13/2012

R:

[illegible]

**COMMERCIAL PAYMENT ORDER
TO THE
COUNTY SUPERINTENDENT OF SCHOOLS
AND
COUNTY AUDITOR OF MADERA COUNTY, CALIFORNIA**

83630	26 PRISON MITIGATION	-	-			\$	-
83620	30 STATE SCHOOL BLDG. LEASE PURCHASE	-	-			\$	-
83600	31 REFURBISHMENT	-	-			\$	-
83670	32 ROOF REPLACEMENT	-	-			\$	-
83730	35 SCHOOL FACILITIES	193	-	\$	6,200.00		
83610	40 SPECIAL RESERVE	191	-	\$	1,184.90		
		197	-	\$	1,200.00		
83660	41 BUILDING FUND	-	-				
83690	42 AG FARM BLDG. FUND	-	-				
83650	43 C.O.P. PROCEEDS SPECIAL RESERVE	-	-				
83710	49 REDEVELOPMENT SPECIAL RESERVE	-	-				
88510	53 STATE SCHOOL LOAN REPAY	-	-				
88610	54 LEASE PURCHASE	-	-				
83640	56 C.O.P. DEBT SERVICE	-	-				
83580	67 INSURANCE RESERVE	-	-				
83570	73 TRUST FUND	-	-				
83520	74 ATHLETIC FUND	-	-				
GRAND TOTAL:						\$	2,594,166.38

BY ORDER OF THE GOVERNING BOARD THE COUNTY SUPERINTENDENT OF SCHOOLS & THE AUDITOR OF MADERA COUNTY ARE HEREBY AUTHORIZED TO TRANSFER THE ABOVE LISTED FUNDS TO THE SCHOOLS COMMERCIAL REVOLVING FUND (E.C. 21110). THEY ARE FURTHER AUTHORIZED TO DRAW WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING.

APPROVED BY:

DATE:

TERI BRADSHAW, DIRECTOR OF FISCAL SVCS

PAYMENT ORDER PREPARED BY: MELANIE SERROS (ACCOUNTS PAYABLE)

*****FOR COUNTY SCHOOLS USE ONLY*****

AUDITED BY:

DATE:

WARRANT NUMBERS

FROM:

TO:

Commercial Warrant Listing
For Warrants Dated 10/24/2012 to 10/24/2012

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
612935	R186	920558	MYERS-STEVENSON & TOOHEY & CO., INC.		
	01-0045-400-1315-4200-4300-0000-0			STUDENT INSURANCE	39.00
			Warrant Total		\$39.00
612936	R187	044898-4	OFFICE DEPOT		
130246	01-0000-260-0000-7400-4300-5250-0			MAY 2012 CR	1.22
130161	01-0000-290-1200-2700-4300-0000-0			MAY 2012 CR	46.22
130160	01-0000-290-1200-1000-4310-0000-0			MAY 2012 CR	0.18
130151	01-0000-300-1200-1000-4310-0000-0			MAY 2012 CR	0.67
130151	01-0000-300-1200-1000-4310-0000-0			MAY 2012 CR	0.78
130151	01-0000-300-1200-1000-4310-0000-0			MAY 2012 CR	74.11
130156	01-0000-320-1200-1000-4310-0000-0			MAY 2012 CR	2.20
130858	01-0000-400-1310-1000-4310-0000-0			MAY 2012 CR	7.11
130233	01-0000-440-1200-1000-4310-0000-0			MAY 2012 CR	1.38
130154	01-0000-520-1200-1000-4310-0000-0			MAY 2012 CR	0.73
130565	01-0000-600-1200-2700-4300-0000-0			MAY 2012 CR	0.01
130564	01-0000-600-1200-1000-4310-0000-0			MAY 2012 CR	8.62
130234	01-0000-650-1200-1000-4310-0000-0			MAY 2012 CR	90.19
130400	01-6500-260-5770-1190-4300-0000-0			MAY 2012 CR	2.28
130140	13-5310-260-0000-3700-4300-0000-0			MAY 2012 CR	0.22
130245	01-0000-570-0000-8210-4300-0000-0			MAY 2012 CR	0.97
130166	01-0000-420-1200-1000-4310-6540-0			MAY 2012 CR	39.50
130739	01-3725-490-1300-1000-4310-0000-2			MAY 2012 CR	1.86
			Warrant Total		\$278.25
612937	R191	910421-2	HEWLETT-PACKARD CO.		
130491	40-0000-260-0000-8100-5802-5050-0			OCT 2012	1,184.90
			Warrant Total		\$1,184.90
612938	R191	901890-1	GOTTSCHALK MUSIC CENTER		
130449	01-0000-490-1355-1000-4310-2320-0				32.27
130449	01-0000-490-1355-1000-4310-2320-0				215.97
			Warrant Total		\$248.24
612939	R191	091898	Gary Interrante Construction		
131683	25-9125-650-0000-8510-6200-0000-0				17,312.13
			Warrant Total		\$17,312.13
612940	R191	091110	KNORR SYSTEMS, INC.		
130880	01-0000-450-0000-8200-4300-5170-0				137.91
130880	01-0000-450-0000-8200-4300-5170-0				30.18
			Warrant Total		\$168.09
612941	R191	091112-1	RAY MORGAN COMPANY		
130173	01-0000-260-0000-7550-4300-5700-0				905.10
			Warrant Total		\$905.10

Commercial Warrant Listing
For Warrants Dated 10/24/2012 to 10/24/2012

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
612942	R191	026076-1	GRAINGER		
130047	01-8150-450-0000-8110-4300-0000-0				438.70
130047	01-8150-450-0000-8110-4300-0000-0				106.64
130047	01-8150-450-0000-8110-4300-0000-0				130.51
130047	01-8150-450-0000-8110-4300-0000-0				379.96
130047	01-8150-450-0000-8110-4300-0000-0				130.63
130047	01-8150-450-0000-8110-4300-0000-0				40.20
130047	01-8150-450-0000-8110-4300-0000-0				30.87
130047	01-8150-450-0000-8110-4300-0000-0				226.07
130047	01-8150-450-0000-8110-4300-0000-0				342.60
130047	01-8150-450-0000-8110-4300-0000-0				82.43
130047	01-8150-450-0000-8110-4300-0000-0				45.09
130047	01-8150-450-0000-8110-4300-0000-0				181.12
130047	01-8150-450-0000-8110-4300-0000-0				45.36
130047	01-8150-450-0000-8110-4300-0000-0				143.95
Warrant Total					\$2,324.13
612943	R191	025904	GOODYEAR TIRE		
130046	01-8150-450-0000-8110-5640-0000-0				84.19
130046	01-8150-450-0000-8110-5640-0000-0				218.92
130046	01-8150-450-0000-8110-5640-0000-0				21.48
130046	01-8150-450-0000-8110-5640-0000-0				200.49
130046	01-8150-450-0000-8110-5640-0000-0				17.04
Warrant Total					\$542.12
612944	R191	090079-1	GEARY PACIFIC CORP.		
130040	01-8150-450-0000-8110-4300-0000-0		CK REPLACMNT		467.92
Warrant Total					\$467.92
612945	R191	090053-1	HILTI INC		
130049	01-8150-450-0000-8110-4300-0000-0				116.55
130049	01-8150-450-0000-8110-5640-0000-0				116.55
Warrant Total					\$233.10
612946	R191	090058	JOHNSTONE SUPPLY		
130056	01-8150-450-0000-8110-4300-0000-0				87.26
Warrant Total					\$87.26
612947	R191	935660	LINCOLN EQUIPMENT		
130072	01-0000-450-0000-8200-4300-5170-0				81.34
130072	01-0000-450-0000-8200-4300-5170-0				74.17
130072	01-0000-450-0000-8200-4300-5170-0				830.68
130072	01-0000-450-0000-8200-4300-5170-0				1,118.92
130072	01-0000-450-0000-8200-4300-5170-0				79.55
130072	01-0000-450-0000-8200-4300-5170-0				156.62
Warrant Total					\$2,341.28
612948	R191	090064	MCMaster-CARR SUPPLY CO.		
130080	01-8150-450-0000-8110-4300-0000-0				151.59
130080	01-8150-450-0000-8110-4300-0000-0				16.79
130080	01-8150-450-0000-8110-4300-0000-0				468.29
Warrant Total					\$636.67

Commercial Warrant Listing
For Warrants Dated 10/24/2012 to 10/24/2012

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
612949	R191	090067-1	PPG ARCHITECTURAL FINISHES		
130089	01-8150-450-0000-8110-4300-0000-0				149.19
130089	01-8150-450-0000-8110-4300-0000-0				42.59
130089	01-8150-450-0000-8110-4300-0000-0				82.85
130089	01-8150-450-0000-8110-4300-0000-0				49.75
130089	01-8150-450-0000-8110-4300-0000-0				70.04
130089	01-8150-450-0000-8110-4300-0000-0				55.53
130089	01-8150-450-0000-8110-4300-0000-0				602.11
130089	01-8150-450-0000-8110-4300-0000-0				73.87
130089	01-8150-450-0000-8110-4300-0000-0				49.74
130089	01-8150-450-0000-8110-4300-0000-0				149.28
130089	01-8150-450-0000-8110-4300-0000-0				60.81
130089	01-8150-450-0000-8110-4300-0000-0				439.16
130089	01-8150-450-0000-8110-4300-0000-0				425.22
130089	01-8150-450-0000-8110-4300-0000-0				10.71
Warrant Total					\$2,260.85
612950	R191	024752	GENERAL BUILDERS SUPPLY CO.		
130336	01-7230-280-0000-3600-4300-6930-0				48.65
130336	01-7230-000-0000-0000-9320-0000-0				9.73
130041	01-8150-450-0000-8110-4300-0000-0				1,859.85
130458	01-0000-650-0000-8210-4300-0000-0				49.90
130810	01-0000-630-0000-8210-4300-0000-0				98.62
130896	01-0000-620-0000-8210-4300-0000-0				24.63
130455	01-0000-440-0000-8210-4300-0000-0				35.70
130303	01-0000-420-0000-8210-4300-0000-0				7.70
130426	01-0000-520-0000-8210-4300-0000-0				7.75
130408	01-0000-560-0000-8210-4300-0000-0				108.46
130614	01-0000-490-0000-8210-4300-0000-0				44.88
130470	01-0000-470-0000-8210-4300-0000-0				21.31
130609	01-0000-400-0000-8210-4300-0000-0				411.96
131049	01-0000-390-0000-8210-4300-0000-0				80.94
130450	01-0000-380-0000-8210-4300-0000-0				107.56
130421	01-0000-320-0000-8210-4300-0000-0				9.98
130405	01-0000-290-0000-8210-4300-0000-0				11.63
130177	01-0000-670-0000-8210-4300-0000-0				17.57
Warrant Total					\$2,956.82
612951	R191	091795-1	RICOH USA, INC.		
130185	01-0010-260-1110-2100-5650-6010-0				276.62
Warrant Total					\$276.62
612952	R191	935280	PARADIGM HEALTHCARE SERVICES		
131509	01-5640-260-0000-3140-5800-0000-1				2,240.16
Warrant Total					\$2,240.16
612953	R191	090136	R F MACDONALD CO		
131818	01-8150-450-0000-8110-4300-0000-0				87.53
Warrant Total					\$87.53

Commercial Warrant Listing
For Warrants Dated 10/24/2012 to 10/24/2012

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
612954	R191	090042	ROSENBALM ROCKERY		
130094	01-0000-450-0000-8220-4300-0000-0				103.44
			Warrant Total		\$103.44
612955	R191	090080-1	HD SUPPLY FACILITIES MAINT., LTD		
130394	01-8150-450-0000-8110-4300-0000-0				168.99
130394	01-8150-450-0000-8110-4300-0000-0				93.71
			Warrant Total		\$262.70
612956	R191	090230-1	LOWE'S		
130073	01-8150-450-0000-8110-4300-0000-0				125.58
130073	01-8150-450-0000-8110-4300-0000-0				171.86
130073	01-8150-450-0000-8110-4300-0000-0				7.70
130073	01-8150-450-0000-8110-4300-0000-0				7.88
130073	01-8150-450-0000-8110-4300-0000-0				-4.02
130073	01-8150-450-0000-8110-4300-0000-0				15.70
130073	01-8150-450-0000-8110-4300-0000-0				39.39
130073	01-8150-450-0000-8110-4300-0000-0		E PHELP		5.20
130073	01-8150-450-0000-8110-4300-0000-0				31.97
130073	01-8150-450-0000-8110-4300-0000-0				38.64
131367	01-0000-390-1215-2700-4300-0000-0		A SMITH		377.77
131562	01-0000-400-1345-1000-4310-2150-0				206.28
131562	01-0000-400-1345-1000-4310-2150-0				-206.28
			Warrant Total		\$817.67
612957	R192	090128-1	GW SCHOOL SUKPLY FRESNO WEST		
130996	01-0000-420-1200-1000-4310-0000-0				43.08
			Warrant Total		\$43.08
612958	R192	028901-3	HM RECEIVABLES		
130378	01-6300-260-1300-1000-4100-6220-0				1,550.31
			Warrant Total		\$1,550.31
612959	R192	927300-2	HM RECEIVABLES CO II LLC		
131542	01-0010-260-1200-1000-4100-6220-0				2,999.71
			Warrant Total		\$2,999.71
612960	R192	052080-3	HM RECEIVABLES		
131625	01-5640-260-0000-3120-5800-6640-1				2,700.00
			Warrant Total		\$2,700.00
612961	R192	091807	J's Communications, Inc.		
131394	01-0000-460-1200-2700-4300-0000-0				991.30
			Warrant Total		\$991.30
612962	R192	035988	LOZANO SMITH		
131340	01-0000-260-1215-4200-4310-0000-0				500.00
			Warrant Total		\$500.00

Commercial Warrant Listing
For Warrants Dated 10/24/2012 to 10/24/2012

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
612963	R192	033550-1	LAKESHORE-C/O AMERICAN EXPRESS		
131346	01-0000-460-1200-1000-4310-0000-0				338.53
131359	01-6500-260-5770-1110-4310-0000-0				482.50
131404	01-0000-630-1200-1000-4310-0000-0				111.23
131603	01-0000-650-1200-1000-4310-0000-0				135.29
131605	01-0000-650-1200-1000-4310-0000-0				80.77
131412	01-0000-670-1200-1000-4310-0000-0				284.08
131356	01-7090-670-1200-1000-4310-0000-0				1,259.06
131404	01-9226-630-1200-1000-4310-0000-0				2,416.96
131412	01-9226-670-1200-1000-4310-0000-0				1,868.54
131603	01-9226-650-1200-1000-4310-0000-0				2,104.27
Warrant Total					\$9,081.23
612964	R192	090642	MADERA SOUTH HIGH SCHOOL - ASB		
131752	01-9665-410-7110-1000-5800-8710-0				584.00
Warrant Total					\$584.00
612965	R192	947480-2	PEARSON EDUCATION		
131047	01-0000-490-1300-1000-4310-0000-0				1,271.27
Warrant Total					\$1,271.27
612966	R192	090463	MADERA HIGH SCHOOL -ASB		
131799	01-0595-260-0000-7200-5800-5600-0				111.00
Warrant Total					\$111.00
612967	R192	893540	LEMOORE HIGH SCHOOL		
131806	01-0045-400-1315-4200-5800-0000-0				300.00
Warrant Total					\$300.00
612968	R192	090274	GOLDEN WEST HIGH SCHOOL		
131807	01-0045-400-1315-4200-5800-0000-0				300.00
Warrant Total					\$300.00
612969	R192	090375	MADERA SOUTH HIGH SCHOOL ATHLETICS		
131813	01-0045-400-1315-4200-5800-0000-0				375.00
Warrant Total					\$375.00
612970	R192	964870	GECKO MICRO SOLUTIONS		
131794	01-7230-280-0000-3600-5865-6940-0				1,040.00
Warrant Total					\$1,040.00
612971	R192	090743	MADERA SOUTH HIGH SCHOOL - FFA		
131776	01-0000-490-1560-1000-4310-0000-0				77.00
Warrant Total					\$77.00
612972	R192	091910	Leisle Electric		
131793	01-7230-000-0000-0000-9320-0000-0				390.87
Warrant Total					\$390.87
612973	R192	091863	Riverside Nursery & Landscaping Inc.		
131391	14-0010-490-0000-8110-4300-0000-0				1,441.44
131391	14-0010-400-0000-8110-4300-0000-0				1,441.43
Warrant Total					\$2,882.87

Commercial Warrant Listing
For Warrants Dated 10/24/2012 to 10/24/2012

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
612974	R192	995890	IMAGE 2000		
131453	01-0000-600-1200-1000-4310-0000-0				719.81
			Warrant Total		\$719.81
612975	R192	090067-1	PPG ARCHITECTURAL FINISHES		
130089	01-8150-450-0000-8110-4300-0000-0				264.45
130089	01-8150-450-0000-8110-4300-0000-0				94.36
130089	01-8150-450-0000-8110-4300-0000-0				176.90
130089	01-8150-450-0000-8110-4300-0000-0				296.19
130089	01-8150-450-0000-8110-4300-0000-0				102.31
130089	01-8150-450-0000-8110-4300-0000-0				199.23
130089	01-8150-450-0000-8110-4300-0000-0				42.00
130089	01-8150-450-0000-8110-4300-0000-0				68.69
130089	01-8150-450-0000-8110-4300-0000-0				82.07
130089	01-8150-450-0000-8110-4300-0000-0				107.81
130089	01-8150-450-0000-8110-4300-0000-0				15.50
			Warrant Total		\$1,449.51
612976	R192	090214-1	HANDWRITING WITHOUT TEARS		
131062	01-6500-260-5770-1110-4310-0000-0				894.15
			Warrant Total		\$894.15
612977	R192	090211	LINDSAY HIGH SCHOOL		
131655	01-0045-490-1315-4200-5800-0000-0		REPLCMNT		350.00
			Warrant Total		\$350.00
612978	R193	087128-1	WAL MART COMMUNITY		
130733	01-0000-620-1200-1000-4310-0000-0				83.29
131150	01-6010-380-1200-1000-4310-0735-0				259.98
131151	01-6010-390-1200-1000-4310-0735-0				285.12
131152	01-6010-420-1200-1000-4310-0735-0				131.31
131154	01-6010-460-1200-1000-4310-0735-0				162.34
131160	01-6010-620-1200-1000-4310-0735-0				33.89
131161	01-6010-630-1200-1000-4310-0735-0				345.42
131162	01-6010-650-1200-1000-4310-0735-0				240.93
131159	01-6010-600-1200-1000-4310-0735-0				167.13
131146	01-3010-300-1200-1000-4310-0735-2				469.12
131157	01-3010-560-1200-1000-4310-0735-2				463.90
130997	01-0605-570-3200-1000-4310-0000-0				957.73
130997	01-0605-570-3200-1000-4310-0000-0				683.50
131027	12-6105-260-0001-1000-4310-0000-0				1,062.99
131027	12-6105-260-0001-2100-4300-0000-0				118.11
130746	01-3725-400-1300-1000-4310-0000-2				354.18
			Warrant Total		\$5,818.94
612979	R193	090715	SELMA HIGH SCHOOL		
131805	01-0045-400-1315-4200-5800-0000-0				735.00
			Warrant Total		\$735.00
612980	R193	091912	Rockhurst University Continuing Education Center		
131795	01-7230-280-0000-3600-5200-6940-0				199.00
			Warrant Total		\$199.00

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PO #	Account #		Description		Amount
612981	R193	982001-2	VERIZON WIRELESS		
131534	01-0000-260-0000-7150-4300-6900-0				358.11
			Warrant Total		\$358.11
612982	R193	090364	TURLOCK HIGH SCHOOL		
131809	01-0045-400-1315-4200-5800-0000-0				200.00
			Warrant Total		\$200.00
612983	R193	920312	MADERA COUNTY OFFICE OF ED.		
131768	01-6500-260-5770-2700-5200-0000-0				570.00
			Warrant Total		\$570.00
612984	R193	090472-1	UNITED RENTALS NORTHWEST, INC.		
131482	01-0000-490-1315-4200-5800-0000-0				94.01
			Warrant Total		\$94.01
612985	R193	064030	VALLEY IRON INC.		
131561	01-0000-400-1345-1000-4310-2150-0				478.89
			Warrant Total		\$478.89
612986	R193	091367	Starfall Education		
131302	01-0000-620-1200-1000-4310-0000-0				270.00
			Warrant Total		\$270.00
612987	R193	891420	Wm. B. Saleh Co.		
131401	14-0010-560-0000-8500-6200-0000-0				15,000.00
			Warrant Total		\$15,000.00
612988	R193	090072-1	UNISOURCE WORLDWIDE INC		
130848	01-0000-000-0000-0000-9320-0000-0				1,434.59
			Warrant Total		\$1,434.59
612989	R193	064857	VINCENT COMMUNICATIONS INC.		
130298	01-0000-260-0000-8300-4300-2550-0				830.80
			Warrant Total		\$830.80
612990	R193	090792	UNITED STATES ACADEMIC DECATHLON		
131388	01-0000-490-1300-4100-4310-1010-0				300.00
			Warrant Total		\$300.00
612991	R193	062585-1	UNISOURCE WORLDWIDE, INC.		
131485	01-0000-000-0000-0000-9320-0000-0				152.81
130168	01-0000-260-0000-7550-4300-5700-0				3,508.60
			Warrant Total		\$3,661.41
612992	R193	090072-1	UNISOURCE WORLDWIDE INC		
131366	01-0000-600-0000-8210-4300-0000-0				57.36
			Warrant Total		\$57.36
612993	R193	062676	UNITED PARCEL SERVICE		
131297	01-0000-260-0000-7200-5910-5600-0				306.21
			Warrant Total		\$306.21
612994	R193	091113-2	U.S. BANK EQUIPMENT FINANCE, INC		
130169	01-0000-260-0000-7550-5620-5700-0				10,487.10
			Warrant Total		\$10,487.10

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PO #	Account #				
612995	R193	091880	Textbook Warehouse		
131510	01-6300-260-1300-1000-4100-6220-0				537.49
131510	01-6300-260-1300-1000-4100-6220-0				1,172.70
131511	01-6300-260-1300-1000-4100-6220-0				2,046.23
Warrant Total					\$3,756.42
612996	R193	968900-1	TECH DEPOT		
131520	01-1100-290-1200-1000-4310-6500-0				350.72
130904	01-3010-630-1200-1000-4310-4200-3				13,167.05
131445	01-7090-560-1200-1000-4385-0000-0				1,052.15
Warrant Total					\$14,569.92
612997	R193	997900-1	TULARE COUNTY OFFICE		
131428	01-4035-260-1110-2140-5200-0000-2				600.00
Warrant Total					\$600.00
612998	R193	090163-1	School Services of California		
131362	01-0000-260-0000-7300-5200-5550-0				350.00
131362	01-0000-260-0000-7300-5200-5550-0				175.00
Warrant Total					\$525.00
612999	R193	090586	SPORT DECALS		
131056	01-0000-560-1215-4200-5800-0000-0				621.46
Warrant Total					\$621.46
613000	R193	931660-1	SEHI COMPUTER PRODUCTS INC		
131248	01-0010-260-1110-2140-4485-6012-0				571.92
131348	01-3010-420-1200-1000-4385-4200-2				170.74
131444	01-7090-560-1200-1000-4385-0000-0				1,169.23
Warrant Total					\$1,911.89
613001	R193	970120-1	SCHOOL SPECIALTY INC.		
131375	01-1100-290-1200-1000-4310-6500-0				1,038.37
130254	25-9125-650-0000-8510-4310-0000-0				2,571.24
130254	25-9125-650-0000-8510-4310-0000-0				2,429.39
130254	25-9125-650-0000-8510-4400-0000-0				440.84
130254	25-9125-650-0000-8510-4400-0000-0				466.58
130302	01-0000-420-1200-1000-4310-0000-0				1,217.50
130302	01-0000-420-1200-1000-4310-0000-0				126.56
130302	01-0000-420-1200-1000-4310-0000-0				133.10
130302	01-0000-420-1200-1000-4310-0000-0				70.64
131407	01-0000-460-1200-1000-4310-0000-0				60.84
131285	01-0000-380-1200-1000-4310-0000-0				24.57
Warrant Total					\$8,579.63
613002	R193	891420	Wm. B. Saleh Co.		
130422	01-7400-390-0000-8110-5630-0000-0				11,486.00
130422	01-7400-390-0000-8110-5630-0000-0				2,250.00
Warrant Total					\$13,736.00

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PO #	Account #				
613003	R193	091595	Zoom Imaging Solutions, Inc.		
130463	01-0000-560-1200-2700-5650-0000-0				6.36
130463	01-0000-560-1200-2700-5650-0000-0				41.19
Warrant Total					\$47.55
613004	R193	065586-1	WARD'S NATURAL SCIENCE		
131551	01-0000-490-1370-1000-4310-0000-0				1,025.47
Warrant Total					\$1,025.47
613005	R193	090254	WGI		
131422	01-0000-400-1355-1000-4310-2320-0				76.04
Warrant Total					\$76.04
613006	R193	090214-1	HANDWRITING WITHOUT TEARS		
131756	12-6105-260-0001-2100-5200-0000-0				250.00
131756	12-6105-260-0001-1000-5200-0000-0				250.00
131756	12-6105-260-0001-1000-5200-0000-0				250.00
131756	12-6105-260-0001-1000-5200-0000-0				250.00
131756	12-6105-260-0001-1000-5200-0000-0				250.00
131756	12-6105-260-0001-1000-5200-0000-0				250.00
131756	12-6105-260-0001-1000-5200-0000-0				250.00
131756	12-6105-260-0001-1000-5200-0000-0				250.00
131756	12-6105-260-0001-1000-5200-0000-0				250.00
131756	12-6105-260-0001-1000-5200-0000-0				250.00
131756	12-6105-260-0001-1000-5200-0000-0				250.00
131756	12-6105-260-0001-1000-5200-0000-0				250.00
Warrant Total					\$3,000.00
613007	R193	090472-1	UNITED RENTALS NORTHWEST, INC.		
131482	01-0000-490-1315-4200-5800-0000-0				81.24
Warrant Total					\$81.24
613008	R193	091906	Contra Costa County Office of Education		
131729	01-0000-470-1200-2700-5200-0000-0				595.00
Warrant Total					\$595.00
613009	R193	999470-1	SMART & FINAL		
130745	01-3725-400-1300-1000-4310-0000-2				198.34
130745	01-3725-400-1300-1000-4310-0000-2				47.18
Warrant Total					\$245.52
613010	R193	064857	VINCENT COMMUNICATIONS INC.		
131569	01-0000-520-1200-1000-4310-0000-0				108.98
Warrant Total					\$108.98
613011	R193	090077	TORRES FENCE CO., INC		
130923	35-0000-490-0000-8500-6250-9710-0				2,000.00
Warrant Total					\$2,000.00
613012	R193	063568	VALLEY AIR CONDITIONING & REPAIR		
130507	35-0000-490-0000-8100-5802-9210-0				1,560.00
130507	35-9270-490-0000-8100-5802-9210-0				2,640.00
Warrant Total					\$4,200.00

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PO #	Account #		Description		Amount
613013	R193	994360-3	SCHOOL SPECIALTY		
131604	01-9226-650-1200-1000-4310-0000-0				78.04
			Warrant Total		\$78.04
613014	R193	090752	TANITA CORPORATION OF AMERICA		
131784	01-0000-490-1315-4200-5800-0000-0				122.83
			Warrant Total		\$122.83
613015	R193	890086-1	TROXELL COMMUNICATIONS		
131699	01-3010-300-1200-1000-4485-4200-2				3,135.53
			Warrant Total		\$3,135.53
613016	R193	091659	Supplemental Health Care		
131436	01-5640-260-0000-3140-5800-0000-1				641.16
131436	01-5640-260-0000-3140-5800-0000-1				990.00
131436	01-5640-260-0000-3140-5800-0000-1				666.99
131436	01-5640-260-0000-3140-5800-0000-1				972.00
			Warrant Total		\$3,270.15
613017	R194	905910	CHEVRON AND TEXACO		
	01-7230-280-0000-3600-4344-6930-0				38.18
	01-7230-280-0000-3600-4344-6930-0				13.69
	01-0000-490-1315-4200-4344-0000-0				132.96
	01-0000-490-1315-4200-4344-0000-0				57.96
	01-0000-490-1315-4200-4344-0000-0				465.66
	01-0000-400-1315-4200-4344-0000-0				307.13
	01-0000-400-1315-4200-4344-0000-0				78.46
	01-0000-400-1315-4200-4344-0000-0				289.02
			Warrant Total		\$1,383.06
613018	R194	982001-1	VERIZON WIRELESS		
	01-0000-450-0000-8200-5925-0000-0				95.51
	01-0000-260-0000-7540-5925-5850-0				38.10
	01-0000-260-0000-7400-5925-5260-0				38.01
	01-0010-260-0000-3900-5925-2550-0				95.51
	01-0010-260-0000-3900-5925-2550-0				171.45
			Warrant Total		\$438.58
613019	R195	26666036	ANTHONY A. MONREAL		
	01-0000-260-0000-7150-5200-6110-0				346.73
			Warrant Total		\$346.73
613020	R195	1465	SANDRA EDWARDS		
	01-0000-260-0000-7530-5200-5800-0				85.00
			Warrant Total		\$85.00
613021	R195	7934	MARY SIEGL		
	01-0000-260-0000-7530-5200-5800-0				254.83
			Warrant Total		\$254.83
613022	R195	1571	ERIN FALKE		
	01-4035-260-1110-2140-5200-0000-2				69.93
			Warrant Total		\$69.93

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PO #	Account #		Description		
613023	R195	2154	NICOLE ANGELA GUERRIERO		
			01-4035-260-1110-2140-5200-0000-2		69.93
			01-4035-260-1110-2140-5200-0000-2		69.93
			Warrant Total		\$139.86
613024	R195	5857	SUZANNE L DUDNEY		
			01-4035-260-1110-2140-5200-0000-2		69.93
			01-4035-260-1110-2140-5200-0000-2		69.93
			Warrant Total		\$139.86
613025	R195	9852	KRISTIE MARIE LEYBA		
			01-4035-260-1110-2140-5200-0000-2		115.44
			Warrant Total		\$115.44
613026	R195	3166	RICHARD L. MANN		
			11-0010-260-4110-1000-5200-0000-0		27.20
			Warrant Total		\$27.20
613027	R195	26666044	THEODORE RAYMOND NEWTON		
			01-7230-280-0000-3600-5200-6940-0		67.16
			Warrant Total		\$67.16
613028	R195	4121	NORBERTO PUENTE		
			01-0000-260-0000-3160-5200-6040-0		130.98
			Warrant Total		\$130.98
613029	R195	9676	MARVIN WILLIAM BAKER		
			01-7090-600-1200-2495-4310-0000-0		203.47
			Warrant Total		\$203.47
613030	R197	091114	Acoustic Solutions Inc.		
131209			14-0010-520-0000-8500-6200-0000-0		10,981.00
			Warrant Total		\$10,981.00
613031	R197	000871-1	AIMS EDUCATION FOUNDATION		
131667			01-0000-460-1200-1000-4310-0000-0		61.25
			Warrant Total		\$61.25
613032	R197	001978	AMERICAN BAND ACCESSORIES		
131516			01-0000-400-1355-1000-4310-2320-0		338.55
			Warrant Total		\$338.55
613033	R197	003457-1	APPLE COMPUTER, INC		
131532			01-4046-260-1110-1000-4385-0000-1		3,190.60
131532			01-4046-260-1110-1000-4385-0000-1		1,168.62
131531			01-4046-260-1110-1000-4385-0000-1		2,442.21
131531			01-4046-260-1110-1000-4385-0000-1		4,050.17
131535			01-4045-260-1110-1000-4385-0000-1		8,287.45
131559			01-3010-670-1200-1000-4385-4200-3		312.48
131532			01-4046-260-1110-1000-4485-0000-1		8,711.13
131531			01-4046-260-1110-1000-4485-0000-1		2,382.51
131531			01-4046-260-1110-1000-4485-0000-1		1,436.63
131532			01-4046-260-1110-1000-4485-0000-1		3,190.61
			Warrant Total		\$35,172.41

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613034	R197	091913	Aptos High School Wrestling		
131803	01-0045-400-1315-4200-5800-0000-0		wrestling		300.00
			Warrant Total		\$300.00
613035	R197	091793	Bighorn Specialty Construction, Inc.		
130533	14-0010-400-0000-8500-6200-0000-0				13,991.00
			Warrant Total		\$13,991.00
613036	R197	091888	Bradley & Sons		
131588	01-0000-310-0000-8500-6170-0000-0				14,974.27
			Warrant Total		\$14,974.27
613037	R197	893460	BUCHANAN HIGH SCHOOL		
131802	01-0045-400-1315-4200-5800-0000-0		wrestling		400.00
			Warrant Total		\$400.00
613038	R197	009528	CAL VALLEY PRINTING		
131429	01-0000-000-0000-0000-9320-0000-0				93.74
			Warrant Total		\$93.74
613039	R197	934910-1	CDW GOVERNMENT, INC		
131522	01-0000-560-1200-2700-4300-0000-0				254.35
			Warrant Total		\$254.35
613040	R197	090311	CENTRAL HIGH SCHOOL		
131769	01-0045-490-1315-4200-5800-0000-0		baseball tournament		1,000.00
			Warrant Total		\$1,000.00
613041	R197	090242	CIF CENTRAL SECTION		
131770	01-0045-490-1315-4200-5800-0000-0		MSHS		30.00
131770	01-0045-490-1315-4200-5800-0000-0		MSHS		400.00
			Warrant Total		\$430.00
613042	R197	013903	CLOVIS HIGH SCHOOL		
131804	01-0045-400-1315-4200-5800-0000-0		volleyball		400.00
131812	01-0045-400-1315-4200-5800-0000-0		wrestling		500.00
			Warrant Total		\$900.00
613043	R197	974230	CRYSTAL PRODUCTIONS		
131543	01-0000-490-1310-1000-4310-0000-0				300.90
			Warrant Total		\$300.90
613044	R197	091830-1	DAKTRONICS, INC		
131023	01-0000-560-0000-8500-6400-0000-0				5,718.30
			Warrant Total		\$5,718.30
613045	R197	990980-1	DECKER INC.		
131426	11-0010-260-4110-2700-4300-0000-0				66.52
131426	01-0000-350-3300-2700-4300-0000-0				66.52
			Warrant Total		\$133.04
613046	R197	894580	DINUBA HIGH SCHOOL		
131810	01-0045-400-1315-4200-5800-0000-0		jv wrestling		300.00
			Warrant Total		\$300.00

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PO #	Account #		Description		
613047	R197	091868	Drumrights Office Supplies		
131467	01-0000-000-0000-0000-9320-0000-0				195.24
			Warrant Total		\$195.24
613048	R197	090950	ELECOM WEST		
131797	40-0000-460-0000-8100-5800-0000-0				1,200.00
			Warrant Total		\$1,200.00
613049	R197	931490	ELECTRONIX		
131563	01-0000-400-1345-1000-4310-2150-0				349.80
			Warrant Total		\$349.80
613050	R197	937140-1	ENVIROC CLEAN SANITATION SUPPLY		
131486	01-0000-000-0000-0000-9320-0000-0				2,521.35
			Warrant Total		\$2,521.35
613051	R197	091883-1	Environmental Systems Research Institute Inc		
131564	01-0000-260-0000-7510-5885-5100-0				808.13
			Warrant Total		\$808.13
613052	R197	090386	FIREBAUGH HIGH SCHOOL		
131808	01-0045-400-1315-4200-5800-0000-0		wrestling		300.00
			Warrant Total		\$300.00
613053	R197	091468	Fresno Reprographics		
131792	01-0000-260-0000-7510-5715-5100-0				120.48
			Warrant Total		\$120.48
613054	R197	090271	FOOTHILL HIGH SCHOOL		
131811	01-0045-400-1315-4200-5800-0000-0		wrestling		435.00
			Warrant Total		\$435.00
613055	R197	090192	CLOVIS EAST HIGH SCHOOL		
131657	01-0045-490-1315-4200-5800-0000-0		soccer tournament		300.00
			Warrant Total		\$300.00
613056	R197	998620-1	DELL MARKETING L.P.		
131714	01-0000-260-0000-7700-4485-5050-0				1,149.05
131714	01-0000-260-0000-7700-4485-5050-0				50.36
131714	01-0000-260-0000-7150-4485-6900-0				50.36
131714	01-0000-260-0000-7150-4485-6900-0				1,149.06
131714	12-6105-260-0001-2100-4485-0000-0				2,298.12
131714	12-6105-260-0001-2100-4485-0000-0				100.72
131714	01-7230-280-0000-3600-4485-6930-0				100.73
131714	01-7230-280-0000-3600-4485-6930-0				2,298.12
			Warrant Total		\$7,196.52
613057	R197	067330-1	FOLLETT EDUCATIONAL SERVICES		
130554	01-6300-260-1200-1000-4100-6220-0				9,796.10
130554	01-6300-260-1200-1000-4100-6220-0		rewards program		-20.00
130554	01-6300-260-1200-1000-4100-6220-0		rewards program		-30.00
130554	01-6300-260-1200-1000-4100-6220-0		rewards program		-60.00
			Warrant Total		\$9,686.10

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Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
613058	R198	090043	ALLIED ELECTRIC MOTOR SERVICE		
130025	01-8150-450-0000-8110-4300-0000-0				189.22
Warrant Total					\$189.22
613059	R198	998290	APPLEBY & COMPANY INC.		
130526	01-0000-260-0000-7200-5800-5600-0				2,495.00
Warrant Total					\$2,495.00
613060	R198	941530	ATKINSON, ANDELSON, LOYA,		
131677	01-0510-260-0000-7200-5840-9910-0				601.62
131677	01-6500-260-5770-2100-5840-0000-0				2,700.00
131677	01-0000-260-0000-7200-5840-5600-0				15,378.02
Warrant Total					\$18,679.64
613061	R198	091866	Bavco		
131400	01-8150-450-0000-8110-4300-0000-0				149.61
Warrant Total					\$149.61
613062	R198	918030	BSK ASSOCIATES		
131589	25-9125-650-0000-8510-6280-0000-0				2,587.05
Warrant Total					\$2,587.05
613063	R198	091825	California Teaching Fellows Foundation		
131816	01-6010-290-1200-2700-5925-0735-0		communication service		47.84
131816	01-6010-310-1200-2700-5925-0735-0		communication service		47.75
131816	01-6010-320-1200-2700-5925-0735-0		communication service		47.75
131816	01-6010-380-1200-2700-5925-0735-0		communication service		47.75
131816	01-6010-390-1200-2700-5925-0735-0		communication service		47.75
131816	01-6010-420-1200-2700-5925-0735-0		communication service		47.75
131816	01-6010-440-1200-2700-5925-0735-0		communication service		47.75
131816	01-6010-460-1200-2700-5925-0735-0		communication service		47.75
131816	01-6010-520-1200-2700-5925-0735-0		communication service		47.75
131816	01-6010-580-1200-2700-5925-0735-0		communication service		47.75
131816	01-6010-600-1200-2700-5925-0735-0		communication service		47.75
131816	01-6010-620-1200-2700-5925-0735-0		communication service		47.75
131816	01-6010-630-1200-2700-5925-0735-0		communication service		47.75
131816	01-6010-650-1200-2700-5925-0735-0		communication service		47.75
131816	01-6010-670-1200-2700-5925-0735-0		communication service		47.75
131816	01-3010-300-1200-2700-5925-0735-2		communication service		47.75
131816	01-3010-360-1200-2700-5925-0735-2		communication service		47.75
131816	01-3010-470-1200-2700-5925-0735-2		communication service		47.75
131816	01-3010-560-1200-2700-5925-0735-2		communication service		47.75
Warrant Total					\$907.34
613064	R198	934910-1	CDW GOVERNMENT, INC		
130569	01-0000-260-0000-7700-4300-5050-0				3,943.59
Warrant Total					\$3,943.59
613065	R198	091102	Clovis Glass Inc.		
130881	01-8150-450-0000-8110-4300-0000-0				214.53
Warrant Total					\$214.53

Commercial Warrant Listing
For Warrants Dated 10/24/2012 to 10/24/2012

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
613066	R198	090085-1	COCA COLA BOTTLING CO		
131069	01-0640-400-1300-1000-4310-0000-0				306.00
			Warrant Total		\$306.00
613067	R198	091661	CRS		
130184	01-9316-400-0000-8500-6200-0000-0		10-17-11/16 2012		21.55
			Warrant Total		\$21.55
613068	R198	034805	DR ED LETOURNEAU		
131079	01-0025-490-1305-1000-4300-0000-0		27470		30.20
131079	01-0025-490-1305-1000-4300-0000-0		27470		24.00
			Warrant Total		\$54.20
613069	R198	090950	ELECOM WEST		
130031	01-8150-450-0000-8110-5640-0000-0				617.50
130031	01-8150-450-0000-8110-5640-0000-0				1,032.50
130031	01-8150-450-0000-8110-5640-0000-0				790.00
130031	01-8150-450-0000-8110-5640-0000-0				215.00
130031	01-8150-450-0000-8110-5640-0000-0				157.50
130031	01-8150-450-0000-8110-5640-0000-0				157.50
130031	01-8150-450-0000-8110-5640-0000-0				157.50
130031	01-8150-450-0000-8110-4300-0000-0				39.35
130031	01-8150-450-0000-8110-4300-0000-0				57.80
			Warrant Total		\$3,224.65
613070	R198	967710	EAGLE MEDICAL		
130464	11-0010-260-4110-1000-5800-0000-0				35.00
			Warrant Total		\$35.00
613071	R198	090087-1	EDUCATIONAL TESTING SERVICE		
130469	11-9136-260-4110-1000-5800-7640-0				988.00
			Warrant Total		\$988.00
613072	R198	021282-1	EVANS FEED & LIVESTOCK SUPPLY		
131084	01-0025-490-1305-1000-4300-0000-0				22.80
131084	01-0025-490-1305-1000-4300-0000-0				40.24
			Warrant Total		\$63.04
613073	R198	021299-1	EWING IRRIGATION		
130033	01-8150-450-0000-8110-4300-0000-0				983.78
130033	01-8150-450-0000-8110-4300-0000-0				2,698.94
130033	01-8150-450-0000-8110-4300-0000-0				-146.84
130033	01-8150-450-0000-8110-4300-0000-0		credit by Hunter		-441.00
130033	01-8150-450-0000-8110-4300-0000-0		2828498		-501.59
130033	01-8150-450-0000-8110-4300-0000-0		3998536		-429.27
			Warrant Total		\$2,164.02
613074	R198	954490	EXCALIBUR ELEVATOR, INC.		
130034	01-8150-450-0000-8110-5640-0000-0				365.00
130034	01-8150-450-0000-8110-5640-0000-0				395.00
			Warrant Total		\$760.00

Commercial Warrant Listing
For Warrants Dated 10/24/2012 to 10/24/2012

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
613075	R198	090051	FRESNO AIR CONDITIONING AND SUPPLY CO.		
130039	01-8150-450-0000-8110-4300-0000-0				26.05
Warrant Total					\$26.05
613076	R198	999790-2	FERGUNSON ENTERPRISES INC		
130037	01-8150-450-0000-8110-4300-0000-0				371.97
130037	01-8150-450-0000-8110-4300-0000-0				81.82
130037	01-8150-450-0000-8110-4300-0000-0				877.18
130037	01-8150-450-0000-8110-4300-0000-0				588.52
130037	01-8150-450-0000-8110-4300-0000-0				62.04
Warrant Total					\$1,981.53
613077	R198	920064	FOOD 4 LESS		
131166	01-6010-310-1200-1000-4310-0735-0				35.58
131166	01-6010-310-1200-1000-4310-0735-0				70.16
131167	01-6010-320-1200-1000-4310-0735-0				14.86
131169	01-6010-380-1200-1000-4310-0735-0				39.78
131169	01-6010-380-1200-1000-4310-0735-0				54.90
131169	01-6010-380-1200-1000-4310-0735-0				39.57
131169	01-6010-380-1200-1000-4310-0735-0				29.81
131169	01-6010-380-1200-1000-4310-0735-0				55.57
131170	01-6010-390-1200-1000-4310-0735-0				40.26
131172	01-6010-440-1200-1000-4310-0735-0				408.21
131179	01-6010-620-1200-1000-4310-0735-0				13.96
131179	01-6010-620-1200-1000-4310-0735-0				11.76
131179	01-6010-620-1200-1000-4310-0735-0				25.96
131179	01-6010-620-1200-1000-4310-0735-0				26.94
131179	01-6010-620-1200-1000-4310-0735-0				27.10
131179	01-6010-620-1200-1000-4310-0735-0				25.19
131180	01-6010-630-1200-1000-4310-0735-0				66.97
131180	01-6010-630-1200-1000-4310-0735-0				46.41
131181	01-6010-650-1200-1000-4310-0735-0				30.59
131181	01-6010-650-1200-1000-4310-0735-0				27.24
131181	01-6010-650-1200-1000-4310-0735-0				85.02
131177	01-6010-580-1200-1000-4310-0735-0				251.25
131165	01-3010-300-1200-1000-4310-0735-2				85.53
131165	01-3010-300-1200-1000-4310-0735-2				36.95
131165	01-3010-300-1200-1000-4310-0735-2				69.07
131168	01-3010-360-1200-1000-4310-0735-2				71.71
131168	01-3010-360-1200-1000-4310-0735-2				67.56
131168	01-3010-360-1200-1000-4310-0735-2				26.28
Warrant Total					\$1,784.19
613078	R199	012248	CVT-CALIFORNIA S VALUED TRUST		
	01-0000-000-0000-0000-9518-0000-0		health ins.		227,585.73
	01-0000-000-0000-0000-9514-0000-0		health ins.		1,987,426.43
Warrant Total					\$2,215,012.16
613079	R200	8415	LYNN KELLEY		
	13-5310-260-0000-3700-5230-0000-0				32.42
Warrant Total					\$32.42

Fiscal Year: 2013
 Report Date: 10/24/2012

Madera Unified School District
Commercial Warrant Listing
For Warrants Dated 10/24/2012 to 10/24/2012

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Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
613080	R200	10145	SUMMERLYNN MARQUEZ		
			13-5310-260-0000-3700-5230-0000-0		3.33
			Warrant Total		\$3.33
613081	R200	4001	SANDRA PEREZ		
			13-5310-260-0000-3700-5230-0000-0		66.60
			Warrant Total		\$66.60
613082 131825	R201	091662	Commercial Appliance Service, Inc		
			13-5310-260-0000-8110-5640-9260-0		209.54
			Warrant Total		\$209.54
613083 130196	R201	890180	CULLIGAN BOTTLED WATER		
			13-5310-260-0000-3700-5800-0000-0		127.88
			Warrant Total		\$127.88
613084 131826	R201	920260	D.J. CO-OP		
			13-5310-260-0000-3700-4720-0000-0		1,467.40
			Warrant Total		\$1,467.40
613085 130204	R201	995890	IMAGE 2000		
			13-5310-260-0000-3700-5650-0000-0		51.52
			Warrant Total		\$51.52
613086 131827	R201	038598	MASSETTI BROS., INC.		
			13-5310-260-0000-3700-4400-0000-0	o130211	602.67
			Warrant Total		\$602.67
613087 130211	R201	902080	The Platinum Packaging Group		
			13-5310-000-0000-0000-9320-0000-0		4,679.90
			Warrant Total		\$4,679.90
613088 130215 130215	R201	049233	PRODUCER'S DAIRY		
			13-5310-260-0000-3700-4702-0000-0		51.29
			13-5310-260-0000-3700-4701-0000-0		45,377.05
			Warrant Total		\$45,428.34
613089 131828	R201	090827	SMART & FINAL		
			13-5310-260-0000-3700-4371-0000-0		59.31
			Warrant Total		\$59.31
613090 130191	R201	090131	Sparkletts/Alhambra Waters		
			13-5310-260-0000-8200-5530-0000-0		7.50
			Warrant Total		\$7.50
613091 131829	R201	989070	STAPLES CREDIT PLAN		
			13-5310-260-0000-3700-4300-0000-0		466.78
			Warrant Total		\$466.78
613092 130227 130227	R201	058210	STATE BOARD OF EQUALIZATION		
			13-5310-000-0000-0000-9550-0000-0		133.00
			13-5310-000-0203-0000-9550-0000-0		21.00
			Warrant Total		\$154.00

Fiscal Year: 2013

Madera Unified School District

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Report Date: 10/24/2012

Commercial Warrant Listing
For Warrants Dated 10/24/2012 to 10/24/2012

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
613093	R201	930980	Wawona Frozen Foods		
131830	13-5310-000-0000-0000-9320-0000-0				4,275.62
			Warrant Total		\$4,275.62
613094	R201	091784	Wallace Packaging, LLC		
130222	13-5310-000-0000-0000-9320-0000-0				4,347.00
			Warrant Total		\$4,347.00
			District Totals	160 Warrants for	\$2,596,902.89

Fund Totals	Amount
01 - General Fund	\$2,449,979.20
11 - Adult Education	\$1,116.72
12 - Child Development	\$6,579.94
13 - Cafeteria	\$61,980.03
14 - Deferred Maintenance	\$42,854.87
25 - Capital Fac/Developer Fees	\$25,807.23
35 - County School Facilities Fund	\$6,200.00
40 - Special Reserve - Cap Outlay	\$2,384.90
Total	\$2,596,902.89

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

CHECK DATE: 10/29/2012
BOARD DATE: 11/13/2012

R: 202, 203

R:

R:

TOTALS BY FUNDS:

[illegible]

**COMMERCIAL PAYMENT ORDER
TO THE
COUNTY SUPERINTENDENT OF SCHOOLS
AND
COUNTY AUDITOR OF MADERA COUNTY, CALIFORNIA**

83630	26 PRISON MITIGATION	-	-	
		-	-	\$ -
83620	30 STATE SCHOOL BLDG. LEASE PURCHASE	-	-	\$ -
		-	-	
83600	31 REFURBISHMENT	-	-	\$ -
		-	-	
83670	32 ROOF REPLACEMENT	-	-	\$ -
		-	-	
83730	35 SCHOOL FACILITIES	-	-	\$ -
		-	-	
83610	40 SPECIAL RESERVE	-	-	\$ -
		-	-	
83660	41 BUILDING FUND	-	-	\$ -
		-	-	
83690	42 AG FARM BLDG. FUND	-	-	\$ -
		-	-	
83650	43 C.O.P. PROCEEDS SPECIAL RESERVE	-	-	\$ -
		-	-	
83710	49 REDEVELOPMENT SPECIAL RESERVE	-	-	\$ -
		-	-	
88510	53 STATE SCHOOL LOAN REPAY	-	-	\$ -
		-	-	
88610	54 LEASE PURCHASE	-	-	\$ -
		-	-	
83640	56 C.O.P. DEBT SERVICE	-	-	\$ -
		-	-	
83580	67 INSURANCE RESERVE	-	-	\$ -
		-	-	
83570	73 TRUST FUND	-	-	\$ -
		-	-	
83520	74 ATHLETIC FUND	-	-	\$ -
		-	-	

GRAND TOTAL: \$ 20,681.41

BY ORDER OF THE GOVERNING BOARD THE COUNTY SUPERINTENDENT OF SCHOOLS & THE AUDITOR OF MADERA COUNTY ARE HEREBY AUTHORIZED TO TRANSFER THE ABOVE LISTED FUNDS TO THE SCHOOLS COMMERCIAL REVOLVING FUND (E.C. 21110). THEY ARE FURTHER AUTHORIZED TO DRAW WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING.

APPROVED BY:

DATE:

TERI BRADSHAW, DIRECTOR OF FISCAL SVCS

PAYMENT ORDER PREPARED BY: Linda K Wall (ACCOUNTS PAYABLE)

*****FOR COUNTY SCHOOLS USE ONLY*****

AUDITED BY:

DATE:

WARRANT NUMBERS

FROM:

TO:

Commercial Warrant Listing
For Warrants Dated 10/30/2012 to 10/30/2012

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
613420	R202	091475	Aguilar, Ronald J.		
	01-0000-260-0000-8210-3902-5600-0				208.80
			Warrant Total		\$208.80
613421	R202	091464	Arang, Candice		
	01-0000-260-0000-2700-3902-5600-0				169.50
			Warrant Total		\$169.50
613422	R202	091045	ARREAZOLA, ROSEMARY		
	01-0000-000-0000-0000-9542-0000-0				-20.00
	01-0000-260-0000-7400-3902-5600-0				197.75
			Warrant Total		\$177.75
613423	R202	091515	Ash, Bev		
	13-5310-260-0000-3700-3902-5600-0				144.00
			Warrant Total		\$144.00
613424	R202	091569	Barber, Martha		
	01-0000-260-0000-8210-3902-5600-0				126.00
			Warrant Total		\$126.00
613425	R202	091477	Bispham, Deborah		
	01-6500-260-5770-1120-3902-5600-0				60.42
			Warrant Total		\$60.42
613426	R202	091340	Boghosian, Dora		
	01-0000-260-0000-2700-3902-5600-0				188.38
			Warrant Total		\$188.38
613427	R202	091046	BOOZER, CYNTHIA		
	01-0000-260-0000-7400-3902-5600-0				185.50
			Warrant Total		\$185.50
613428	R202	091158	Burns, Anne		
	01-6500-260-5770-1120-3902-5600-0				150.10
			Warrant Total		\$150.10
613429	R202	091465	Cazares, Mario		
	01-8150-260-0000-8110-3902-5600-0				156.00
			Warrant Total		\$156.00
613430	R202	091166	Cervantez, Marge		
	01-0000-260-0000-7300-3902-5600-0				238.00
			Warrant Total		\$238.00
613431	R202	091183	CHAVIRA, MARY		
	01-0000-260-1110-1000-3902-5600-0				131.77
			Warrant Total		\$131.77
613432	R202	090888	CONNORS, STEVEN		
	01-0000-260-0000-8210-3902-5600-0		FINAL		126.00
			Warrant Total		\$126.00
613433	R202	091466	Dover, Gary		
	01-0000-260-0000-8210-3902-5600-0				221.40
			Warrant Total		\$221.40

Commercial Warrant Listing
For Warrants Dated 10/30/2012 to 10/30/2012

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #			Description	Amount
613434	R202	091753	Dotson, Patsy		
	13-5310-260-0000-3700-3902-5600-0				79.14
				Warrant Total	\$79.14
613435	R202	091397	Espinoza, Phillip		
	01-0000-260-0000-7540-3902-5600-0				146.40
				Warrant Total	\$146.40
613436	R202	091254	EWING, WANDA		
	01-0000-260-1110-1000-3902-5600-0				129.17
				Warrant Total	\$129.17
613437	R202	091763	Flores, Ellen		
	01-6500-260-5770-1120-3902-5600-0				79.17
				Warrant Total	\$79.17
613438	R202	091471	Gonzalez, Ruth		
	01-6500-260-5770-1110-3902-5600-0				97.92
				Warrant Total	\$97.92
613439	R202	091467	Gordon, Barbara		
	13-5310-260-0000-3700-3902-5600-0				119.52
				Warrant Total	\$119.52
613440	R202	091157	Hernandez, Jesus		
	01-8150-260-0000-8110-3902-5600-0				141.00
				Warrant Total	\$141.00
613441	R202	091886	Hobbs, Nancy		
	01-0000-260-0000-2700-3902-5600-0				206.25
				Warrant Total	\$206.25
613442	R202	091159	Johansen, Joyce		
	01-0000-260-0000-2700-3902-5600-0				144.38
				Warrant Total	\$144.38
613443	R202	091228	KILGORE, DORIS		
	01-0000-260-0000-3600-3902-5600-0				133.75
				Warrant Total	\$133.75
613444	R202	091167	LARSEN, BETTE		
	01-0000-260-0000-2700-3902-5600-0				173.75
				Warrant Total	\$173.75
613445	R202	091323	Loquaci, Joan		
	01-0000-260-1110-1000-3902-5600-0				107.29
				Warrant Total	\$107.29
613446	R202	091181	LOZANO, ANNE		
	01-0000-260-0000-2700-3902-5600-0				180.13
				Warrant Total	\$180.13
613447	R202	090887	LUTZ, GERALD		
	01-8150-260-0000-8110-3902-5600-0			FINAL	173.25
				Warrant Total	\$173.25

Commercial Warrant Listing
For Warrants Dated 10/30/2012 to 10/30/2012

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #			Description	Amount
613448	R202	091822	Magos, Rosa		
	01-0000-260-0000-7400-3902-5600-0				193.50
				Warrant Total	\$193.50
613449	R202	091796	Martin, Cathy		
	01-6500-260-5770-1110-3902-5600-0				114.58
				Warrant Total	\$114.58
613450	R202	091890	Roberta Martin		
	01-0000-260-0000-3600-3902-5600-0				143.75
				Warrant Total	\$143.75
613451	R202	091818	Mccullough, Linda Kay		
	13-5310-260-0000-3700-3902-5600-0				103.13
				Warrant Total	\$103.13
613452	R202	091300	Mezco, Antonieta L.		
	12-6105-260-0001-1000-3902-5600-0				63.54
				Warrant Total	\$63.54
613453	R202	091846	Molina, Delia		
	01-6500-260-5770-1110-3902-5600-0				106.25
				Warrant Total	\$106.25
613454	R202	091771	OGLETREE, ROXIE		
	01-8150-260-0000-8110-3902-5600-0				95.25
	01-0000-260-0000-8200-3902-5600-0				95.25
				Warrant Total	\$190.50
613455	R202	091177	OWEN, JUDY		
	01-0000-260-0000-7300-3902-5600-0				122.50
				Warrant Total	\$122.50
613456	R202	091749	Ramirez, Celso		
	01-0000-260-0000-8220-3902-5600-0				96.00
				Warrant Total	\$96.00
613457	R202	091333	RAMIREZ, ELINOR		
	01-6500-260-5770-1120-3902-5600-0				126.04
				Warrant Total	\$126.04
613458	R202	091516	Ramos, Teresa		
	01-0000-260-1110-1000-3902-5600-0				65.63
				Warrant Total	\$65.63
613459	R202	091526	Rios, Estela		
	01-0000-260-1110-1000-3902-5600-0				103.13
				Warrant Total	\$103.13
613460	R202	907240	RISINGER, LARRY		
	01-0000-260-0000-7150-3901-5600-0				1,675.60
				Warrant Total	\$1,675.60
613461	R202	091739	Rocha, Agapita		
	12-6105-260-0001-1000-3902-5600-0				81.25
				Warrant Total	\$81.25

Fiscal Year: 2013

Madera Unified School District

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Report Date: 10/30/2012

Commercial Warrant Listing
For Warrants Dated 10/30/2012 to 10/30/2012

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
613462	R202	091819	Roes, Betty		
	13-5310-260-0000-3700-3902-5600-0				85.42
			Warrant Total		\$85.42
613463	R202	091463	Salazar, Adeline		
	01-0000-260-0000-2700-3902-5600-0				105.60
			Warrant Total		\$105.60
613464	R202	091168	TINKLE, ELISA		
	01-0000-260-0000-2700-3902-5600-0				85.42
			Warrant Total		\$85.42
613465	R202	935800	Titus, Robert		
	01-0000-260-0000-8210-3902-5600-0				124.50
			Warrant Total		\$124.50
613466	R202	091160	Tomlinson, Toni		
	01-0000-260-0000-3600-3902-5600-0				100.38
			Warrant Total		\$100.38
613467	R202	091628	Turner, Josephine		
	01-0000-260-0000-7300-3902-5600-0				182.00
			Warrant Total		\$182.00
613468	R202	091156	Walters, Larry		
	01-0000-260-0000-8210-3902-5600-0				153.00
			Warrant Total		\$153.00
613469	R202	091173	YRIGOLLEN, ESTELLA		
	01-0000-260-1110-8300-3902-5600-0				129.94
			Warrant Total		\$129.94
613470	R202	091584	Klein-Cook, Joyce		
	01-0000-260-1110-3130-3902-5600-0				251.63
			Warrant Total		\$251.63
613471	R203	907230	ARELLANO, ROSALYN		
	01-0000-260-1110-1000-3901-5600-0				218.67
			Warrant Total		\$218.67
613472	R203	076780	CANNISTRACI, KATHERINE		
	01-0000-260-0000-3120-3901-5600-0				128.65
			Warrant Total		\$128.65
613473	R203	907280	CHUBB, DONALD		
	01-0000-260-1110-2130-3901-5600-0				374.08
			Warrant Total		\$374.08
613474	R203	907270	COSTA, SHIRLEE		
	01-0000-260-3300-1000-3901-5600-0				192.35
			Warrant Total		\$192.35
613475	R203	077604	DOMPELING, ROBIN		
	01-0000-260-1110-1000-3901-5600-0				507.67
			Warrant Total		\$507.67

Commercial Warrant Listing
For Warrants Dated 10/30/2012 to 10/30/2012

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
613476	R203	907250	DRAGON, OSCAR		
	01-0000-260-1110-1000-3901-5600-0				692.71
			Warrant Total		\$692.71
613477	R203	090178	FREEMAN, LAUREL		
	01-0000-260-1110-1000-3901-5600-0				685.39
			Warrant Total		\$685.39
613478	R203	090498	GARBETT, SHARON K		
	01-0000-260-3300-1000-3901-5600-0				372.60
			Warrant Total		\$372.60
613479	R203	907420	GOMES-SPINA, JOYCE		
	01-0000-260-1110-1000-3901-5600-0				659.02
			Warrant Total		\$659.02
613480	R203	907290	GONZALEZ, DIAMANTINA		
	01-0000-260-0000-3140-3901-5600-0				777.28
			Warrant Total		\$777.28
613481	R203	906090	HATFIELD, LINDA		
	11-0010-260-4110-1000-3901-5600-0				395.69
			Warrant Total		\$395.69
613482	R203	907410	LEWIS, GEORGE		
	01-0000-260-0000-7200-3901-5600-0				700.74
			Warrant Total		\$700.74
613483	R203	907260	MILLER, SUSAN		
	01-0000-260-1110-1000-3901-5600-0				700.74
	01-0000-000-0000-0000-9542-0000-0				-100.00
			Warrant Total		\$600.74
613484	R203	907450	OLMOS-RODRIGUEZ, DOLORES		
	01-0000-260-0000-3110-3901-5600-0				745.20
			Warrant Total		\$745.20
613485	R203	907300	OPIE, SHERRIE		
	01-0000-260-1110-1000-3901-5600-0				611.10
			Warrant Total		\$611.10
613486	R203	090207	PISK, RONALD C.		
	01-0000-260-0000-2700-3901-5600-0				1,117.29
			Warrant Total		\$1,117.29
613487	R203	907320	RABB, KATHY		
	01-0000-260-1110-1000-3901-5600-0				369.80
			Warrant Total		\$369.80
613488	R203	907440	RAMIREZ, DOMINGO		
	01-0000-260-1110-1000-3901-5600-0				594.56
			Warrant Total		\$594.56
613489	R203	907310	ROBERTSON, ALEX		
	01-0000-260-1110-1000-3901-5600-0				650.23
			Warrant Total		\$650.23

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Madera Unified School District

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Report Date: 10/30/2012

Commercial Warrant Listing
For Warrants Dated 10/30/2012 to 10/30/2012

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
613490	R203	907220	SUITS, MARJORIE		
	01-0000-260-0000-2700-3902-5600-0				216.45
			Warrant Total		\$216.45
613491	R203	091310	Ugarte, Dawn		
	01-0000-260-1110-1000-3901-5600-0				575.51
			Warrant Total		\$575.51
613492	R203	907330	VALENCIA, AGUSTIN		
	01-0000-260-0000-2700-3901-5600-0				246.14
	01-0000-000-0000-0000-9542-0000-0				-49.23
			Warrant Total		\$196.91
613493	R203	907430	WACHTEL, DEBEE		
	01-0000-260-1110-1000-3901-5600-0				700.74
			Warrant Total		\$700.74
			District Totals	74 Warrants for	\$20,681.41

Fund Totals	Amount
01 - General Fund	\$19,609.72
11 - Adult Education	\$395.69
12 - Child Development	\$144.79
13 - Cafeteria	\$531.21
Total	\$20,681.41

**COMMERCIAL PAYMENT ORDER
TO THE
COUNTY SUPERINTENDENT OF SCHOOLS
AND
COUNTY AUDITOR OF MADERA COUNTY, CALIFORNIA**

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

CHECK DATE: 11/2/2012

BOARD DATE: 11/13/2012

REGISTER NUMBERS IN REQUEST:

R: 204, 205, 206, 207

R: 208, 209, 210, 211

R: _____

TOTAL REQUESTS BY FUND FOR PAYMENT:

TOTALS BY FUNDS:

83500 <u>01 GENERAL FUND</u>	<u>204</u>	-	\$	10,686.29	-	
	<u>205</u>	-	\$	3,168.93	-	
	<u>206</u>	-	\$	21,264.39	-	
	<u>207</u>	-	\$	27,762.60	-	
	<u>208</u>	-	\$	131,639.86	-	
	<u>209</u>	-	\$	32,589.95	-	
	<u>210</u>	-	\$	14,284.80	-	
	<u>211</u>	-	\$	121.85	-	
	-	-			-	
	-	-			-	
	-	-			-	\$ 241,518.67
83510 <u>11 ADULT ED</u>	<u>206</u>	-	\$	808.94	-	
	<u>208</u>	-	\$	1,031.57	-	
	<u>210</u>	-	\$	1,534.25	-	
	-	-			-	
	-	-			-	
	-	-			-	\$ 3,374.76
83550 <u>12 CHILD DEVELOPMENT</u>	<u>205</u>	-	\$	218.13	-	
	-	-			-	
	-	-			-	\$ 218.13
83540 <u>13 CAFETERIA</u>	<u>208</u>	-	\$	(1,720.20)	-	
	-	-			-	
	-	-			-	\$ (1,720.20)
83560 <u>14 DEFERRED MAINT.</u>	<u>204</u>	-	\$	19,637.94	<u>209</u> - \$ 652.34	
	<u>207</u>	-	\$	12,827.50	-	
	-	-			-	\$ 33,117.78
83680 <u>15 PUPIL TRANS. EQUIP.</u>	-	-			-	
	-	-			-	\$ -
83590 <u>17 STONE SCHOLARSHIP</u> <u>TRUST</u>	-	-			-	
	-	-			-	\$ -
83530 <u>25 DEVELOPER FEES</u>	-	-			-	
	-	-			-	
	-	-			-	
	-	-			-	
	-	-			-	
	-	-			-	
	-	-			-	\$ -

**COMMERCIAL PAYMENT ORDER
TO THE
COUNTY SUPERINTENDENT OF SCHOOLS
AND
COUNTY AUDITOR OF MADERA COUNTY, CALIFORNIA**

83630	<u>26 PRISON MITIGATION</u>	-	-	\$	-
		-	-		
83620	<u>30 STATE SCHOOL BLDG.</u>	-	-		
	<u>LEASE PURCHASE</u>	-	-	\$	-
83600	<u>31 REFURBISHMENT</u>	-	-	\$	-
		-	-		
83670	<u>32 ROOF REPLACEMENT</u>	-	-	\$	-
		-	-		
83730	<u>35 SCHOOL FACILITIES</u>	-	-	\$	-
		-	-		
83610	<u>40 SPECIAL RESERVE</u>	-	-	\$	-
		-	-		
83660	<u>41 BUILDING FUND</u>	-	-	\$	-
		-	-		
83690	<u>42 AG FARM BLDG. FUND</u>	-	-	\$	-
		-	-		
83650	<u>43 C.O.P. PROCEEDS</u>	-	-		
	<u>SPECIAL RESERVE</u>	-	-	\$	-
83710	<u>49 REDEVELOPMENT</u>	-	-		
	<u>SPECIAL RESERVE</u>	-	-	\$	-
88510	<u>53 STATE SCHOOL LOAN</u>	-	-		
	<u>REPAY</u>	-	-	\$	-
88610	<u>54 LEASE PURCHASE</u>	-	-	\$	-
		-	-		
83640	<u>56 C.O.P. DEBT SERVICE</u>	-	-	\$	-
		-	-		
83580	<u>67 INSURANCE RESERVE</u>	-	-	\$	-
		-	-		
83570	<u>73 TRUST FUND</u>	-	-	\$	-
		-	-		
83520	<u>74 ATHLETIC FUND</u>	-	-	\$	-
		-	-		

GRAND TOTAL: \$ 276,509.14

BY ORDER OF THE GOVERNING BOARD THE COUNTY SUPERINTENDENT OF SCHOOLS & THE AUDITOR OF MADERA COUNTY ARE HEREBY AUTHORIZED TO TRANSFER THE ABOVE LISTED FUNDS TO THE SCHOOLS COMMERCIAL REVOLVING FUND (E.C. 21110). THEY ARE FURTHER AUTHORIZED TO DRAW WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING.

APPROVED BY:

DATE:

TERI BRADSHAW, DIRECTOR OF FISCAL SVCS

PAYMENT ORDER PREPARED BY: Carolyn M. Zaragosa (ACCOUNTS PAYABLE)

*****FOR COUNTY SCHOOLS USE ONLY*****

AUDITED BY:

DATE:

WARRANT NUMBERS FROM: _____ TO: _____

Fiscal Year: 2013

Madera Unified School District

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Report Date: 11/01/2012

Commercial Warrant Listing
For Warrants Dated 11/01/2012 to 11/01/2012

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
613619	R204	091776	Yarbas Grading & Paving Inc.		
130248	14-0010-490-0000-8500-6170-0000-0				10,991.00
			Warrant Total		\$10,991.00
613620	R204	090076	TARGET SPECIALTY PRODUCTS		
130104	01-8150-450-0000-8110-4300-0000-0				52.70
130104	01-8150-450-0000-8110-4300-0000-0				71.44
130104	01-8150-450-0000-8110-4300-0000-0				998.58
130104	01-8150-450-0000-8110-4300-0000-0				81.55
			Warrant Total		\$1,204.27
613621	R204	091864	Sierra Pacific Turf Supply		
131393	14-0010-400-0000-8500-6400-0000-0				4,323.47
131393	14-0010-490-0000-8500-6400-0000-0				4,323.47
			Warrant Total		\$8,646.94
613622	R204	931660-1	SEHI COMPUTER PRODUCTS INC		
131743	01-0000-650-1200-1000-4310-0000-0				2,872.62
131679	01-3010-290-1200-1000-4385-4200-2				1,346.66
			Warrant Total		\$4,219.28
613623	R204	023261	FRESNO COUNTY OFFICE OF ED.		
131851	01-3010-290-1200-1000-5200-4200-2		#1213-29-0014		250.00
131851	01-3010-290-1200-2700-5200-4200-2		#1213-29-0014		250.00
			Warrant Total		\$500.00
613624	R204	091901	CBEA		
131718	01-3550-400-1530-1000-5200-0000-0				350.00
			Warrant Total		\$350.00
613625	R204	091915	West Coast Jamboree		
131836	01-0045-400-1315-4200-5800-0000-0				450.00
			Warrant Total		\$450.00
613626	R204	970120-1	SCHOOL SPECIALTY INC.		
131722	01-0000-460-1200-1000-4310-0000-0				95.20
			Warrant Total		\$95.20
613627	R204	091040	TEACHERS' CURRICULUM INSTITUTE		
131736	01-0000-490-1375-1000-4310-0000-0				169.13
			Warrant Total		\$169.13
613628	R204	090123-1	WEST STAR ENVIRONMENTAL INC		
130374	01-7230-280-0000-3600-5800-6930-0				3,698.41
			Warrant Total		\$3,698.41
613629	R205	3789	DORINDA MAY ODOM		
	01-7230-280-0000-3600-5200-6940-0				9.48
			Warrant Total		\$9.48
613630	R205	9318	IVAN CLOETERS		
	01-7230-280-0000-3600-5200-6940-0				39.04
			Warrant Total		\$39.04

Commercial Warrant Listing
For Warrants Dated 11/01/2012 to 11/01/2012

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
613631	R205	585	JEANETTE S BRADY		
			01-7230-280-0000-3600-5200-6940-0		9.48
			Warrant Total		\$9.48
613632	R205	7078	JAIME CALDERON ARTEAGA		
			01-7230-280-0000-3600-5200-6940-0		22.04
			Warrant Total		\$22.04
613633	R205	5785	JOSE ACOSTA VALLADARES		
			01-7230-280-0000-3600-5200-6940-0		11.84
			Warrant Total		\$11.84
613634	R205	4767	KIMBERLY D SCHULTZ		
			01-7230-280-0000-3600-5200-6940-0		26.64
			Warrant Total		\$26.64
613635	R205	1513	LISA KAY ERVIN		
			01-7230-280-0000-3600-5200-6940-0		16.05
			Warrant Total		\$16.05
613636	R205	2248	LISA HARDIN		
			01-7230-280-0000-3600-5200-6940-0		4.33
			Warrant Total		\$4.33
613637	R205	7985	LIZBETH BARAJAS GUTIERREZ		
			01-7230-280-0000-3600-5200-6940-0		12.88
			Warrant Total		\$12.88
613638	R205	2322	NADINE TRACY-MARIE HERBERT		
			01-7230-280-0000-3600-5200-6940-0		11.77
			Warrant Total		\$11.77
613639	R205	2534	NORMA K HUNTER		
			01-7230-280-0000-3600-5200-6940-0		10.38
			Warrant Total		\$10.38
613640	R205	5473	ROBERT WARD		
			01-7230-280-0000-3600-5200-6940-0		75.39
			Warrant Total		\$75.39
613641	R205	8026	RONALD B MOREN		
			01-7230-280-0000-3600-5200-6940-0		17.73
			Warrant Total		\$17.73
613642	R205	4755	RON SCHOETTLER		
			01-7230-280-0000-3600-5200-6940-0		28.08
			Warrant Total		\$28.08
613643	R205	3270	TIFINEY N REYES		
			01-7230-280-0000-3600-5200-6940-0		7.97
			Warrant Total		\$7.97
613644	R205	7065	THOMAS RAY WHITAKER		
			01-7230-280-0000-3600-5200-6940-0		25.44
			Warrant Total		\$25.44

Commercial Warrant Listing
For Warrants Dated 11/01/2012 to 11/01/2012

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
613645	R205	2694	VERNON JUSTICE		
			01-7230-280-0000-3600-5200-6940-0		12.63
			Warrant Total		\$12.63
613646	R205	8022	VERONICA DENNEY		
			01-7230-280-0000-3600-5200-6940-0		6.49
			Warrant Total		\$6.49
613647	R205	4249	ALAN ANTHONY REVILLA		
			01-7230-280-0000-3600-5200-6940-0		40.01
			Warrant Total		\$40.01
613648	R205	7768	JOHN PERRY DENNO		
			01-0000-570-3200-2700-5200-0000-0		273.62
			Warrant Total		\$273.62
613649	R205	1610	SARAH M. FERRER		
			01-5640-260-0000-3120-5200-6640-1		100.46
			Warrant Total		\$100.46
613650	R205	5220	SCOTT THOMAS TOWNSEND		
			01-0000-260-1270-1000-5200-0000-0		66.60
			Warrant Total		\$66.60
613651	R205	9409	KILEY L HANSEN		
			01-0000-260-1270-1000-5200-0000-0		66.60
			Warrant Total		\$66.60
613652	R205	7215	DEBRA L SHARP		
			12-6105-260-0001-1000-5200-0000-0		173.17
			Warrant Total		\$173.17
613653	R205	5290	REBECCA J. VAGIM		
			01-1100-260-1255-1000-5200-6250-0		48.23
			Warrant Total		\$48.23
613654	R205	5220	SCOTT THOMAS TOWNSEND		
			01-0000-260-1270-1000-5200-0000-0		76.59
			Warrant Total		\$76.59
613655	R205	9409	KILEY L HANSEN		
			01-0000-260-1270-1000-5200-0000-0		76.59
			Warrant Total		\$76.59
613656	R205	1252	IRENE L. DAVIS		
			01-1100-260-1255-1000-5200-6250-0		62.77
			Warrant Total		\$62.77
613657	R205	4020	CAROL PETRUCCI		
			01-1100-260-1255-1000-5200-6250-0		127.21
			Warrant Total		\$127.21
613658	R205	3585	OTILIA TILLI MORALES		
			12-6105-260-0001-1000-5200-0000-0		44.96
			Warrant Total		\$44.96

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Madera Unified School District

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Report Date: 11/01/2012

Commercial Warrant Listing
For Warrants Dated 11/01/2012 to 11/01/2012

Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
613659	R205	9254	TINA LOUISE NAJARIAN		
			01-0010-570-3200-1000-5200-4090-0		164.84
				Warrant Total	\$164.84
613660	R205	5303	TERESA VALDEZ		
			01-0000-260-1205-1000-5200-0000-0		66.60
				Warrant Total	\$66.60
613661	R205	7241	SHIRLEY A. WOODS		
			01-3550-260-1300-2700-5200-0000-0		196.51
				Warrant Total	\$196.51
613662	R205	5557	ELLA MAE WILLIAMS		
			01-0000-260-0000-7700-5200-5050-0		302.03
				Warrant Total	\$302.03
613663	R205	3745	KATHERINE A NIINO		
			01-4035-260-1110-2140-5200-0000-2		69.93
			01-4035-260-1110-2140-5200-0000-2		69.93
				Warrant Total	\$139.86
613664	R205	281	JOSEPH L. AYALA		
			01-0000-260-0000-7700-5200-5050-0		310.63
				Warrant Total	\$310.63
613665	R205	410	DENNIS M BATTEN		
			01-8150-450-0000-8110-5200-0000-0		33.87
				Warrant Total	\$33.87
613666	R205	7520	LORI DUGAN		
			01-0000-490-1300-2700-5200-0000-0		353.26
				Warrant Total	\$353.26
613667	R205	26666036	ANTHONY A. MONREAL		
			01-0000-260-0000-7150-4300-6110-0		28.00
				Warrant Total	\$28.00
613668	R205	8358	STEPHANIE MICHELLE WILLIAMS		
			01-9170-420-1200-1000-4310-0000-0		26.92
				Warrant Total	\$26.92
613669	R205	518	MARTY BITTER		
			01-0045-490-1315-4200-5200-0000-0		260.07
				Warrant Total	\$260.07
613670	R206	090788	ALL ABOUT DANCE	ALL ABOUT GYMNASTICS	
131476			01-0000-260-1215-4200-5800-3350-0		6,000.00
				Warrant Total	\$6,000.00
613671	R206	091636	Art Supplies Wholesale		
131410			01-0000-670-1200-1000-4310-0000-0		161.65
				Warrant Total	\$161.65
613672	R206	090165-1	BSN SPORTS		
131591			01-0000-560-1215-2700-4300-0000-0		664.69
				Warrant Total	\$664.69

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PO #	Account #		Description		Amount
613673	R206	011458-1	CAROLINA BIOLOGICAL SUPPLY CO.		
131597	01-0000-400-1370-1000-4310-0000-0				754.56
			Warrant Total		\$754.56
613674	R206	934910-1	CDW GOVERNMENT, INC		
131529	01-4045-260-1110-1000-4485-0000-1				1,934.60
131529	01-4045-260-1110-1000-4485-0000-1				748.08
131192	01-3010-560-1200-1000-4380-4250-2				4,386.00
131529	01-4045-260-1110-1000-4385-0000-1				51.54
131529	01-4045-260-1110-1000-4385-0000-1				133.27
			Warrant Total		\$7,253.49
613675	R206	902190-2	CENGAGE LEARNING		
131712	01-0000-490-1320-1000-4310-0000-0				221.35
131712	01-0000-490-1530-1000-4310-0000-0				2,243.97
			Warrant Total		\$2,465.32
613676	R206	090341-3	CENGAGE LEARNING		
131590	01-6300-260-1300-1000-4100-6220-0				2,145.97
			Warrant Total		\$2,145.97
613677	R206	090242	CIF CENTRAL SECTION		
131838	01-0045-400-1315-4200-5800-0000-0		MHS		30.00
131838	01-0045-400-1315-4200-5800-0000-0		MHS		400.00
			Warrant Total		\$430.00
613678	R206	920367-1	DISCOUNT SCHOOL SUPPLY		
131523	11-9503-260-4110-1000-4310-0000-0				808.94
			Warrant Total		\$808.94
613679	R206	090248	Edison High School		
131837	01-0045-400-1315-4200-5800-0000-0		MHS		300.00
			Warrant Total		\$300.00
613680	R206	937140-1	ENVIROCLEAN SANITATION SUPPLY		
131820	01-0000-000-0000-0000-9320-0000-0				597.37
			Warrant Total		\$597.37
613681	R206	971300-1	First String Sports		
131595	01-9170-670-1200-1000-5800-0000-0				491.34
			Warrant Total		\$491.34
613682	R207	091420-1	AIRGAS USA LLC		
130024	01-0000-450-0000-8200-4300-5170-0				144.17
			Warrant Total		\$144.17
613683	R207	090043	ALLIED ELECTRIC MOTOR SERVICE		
130025	01-8150-450-0000-8110-4300-0000-0				216.43
			Warrant Total		\$216.43
613684	R207	971140	BLAIR, CHURCH & FLYNN		
130251	14-0010-260-0000-8500-6160-0000-0		project 212-0201		2,562.50
130250	14-0010-260-0000-8500-6160-0000-0		project 212-0198		3,225.00
130252	14-0010-390-0000-8500-6160-0000-0		project 212-0197		7,040.00
			Warrant Total		\$12,827.50

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PO #	Account #		Description		Amount
613685	R207	928990	CALIFORNIA DEPARTMENT OF JUSTICE		
131060	01-0000-260-0000-7400-5842-5250-0		sept. fingerprinting		1,343.00
			Warrant Total		\$1,343.00
613686	R207	091788	Cartbarn		
130270	01-8150-450-0000-8110-4300-0000-0				585.57
			Warrant Total		\$585.57
613687	R207	934910-1	CDW GOVERNMENT, INC		
130569	01-0000-260-0000-7700-4300-5050-0				725.82
130569	01-1100-260-0000-7150-4400-6500-0				99.88
			Warrant Total		\$825.70
613688	R207	916950	CENTRAL VALLEY PRESORT		
130124	01-0000-260-0000-7200-5910-5600-0				567.11
130124	01-0000-260-0000-7200-5910-5600-0				1,651.87
130124	01-0000-260-0000-7200-5910-5600-0				2,806.59
			Warrant Total		\$5,025.57
613689	R207	912811	COMMUNITY ACTION PARTNERSHIP		
131821	01-0010-400-1300-1000-5800-4090-0				4,174.24
131821	01-0010-400-1300-1000-5800-4090-0				6,228.45
			Warrant Total		\$10,402.69
613690	R207	953030-1	CONCENTRA MEDICAL CENTER		
130430	01-0000-260-0000-7390-5890-6950-0				146.12
			Warrant Total		\$146.12
613691	R207	914760	CRS INCORPORATED		
130120	01-0000-260-0000-7400-5800-5250-0				1,904.00
			Warrant Total		\$1,904.00
613692	R207	937140-1	ENVIROCLEAN SANITATION SUPPLY		
130032	01-8150-450-0000-8110-4300-0000-0				382.51
			Warrant Total		\$382.51
613693	R207	021299-1	EWING IRRIGATION		
130033	01-8150-450-0000-8110-4300-0000-0				198.24
130033	01-8150-450-0000-8110-4300-0000-0				192.66
130033	01-8150-450-0000-8110-4300-0000-0				69.81
			Warrant Total		\$460.71
613694	R207	090950	ELECOM WEST		
130031	01-8150-450-0000-8110-4300-0000-0				374.05
			Warrant Total		\$374.05
613695	R207	021875	FEDERAL EXPRESS CORP.		
131225	01-0000-260-0000-7200-5910-5600-0				106.29
130577	01-0000-260-0000-7510-5910-5100-0				21.28
			Warrant Total		\$127.57

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PO #	Account #		Description		Amount
613696	R207	000073-1	A-Z BUS SALES		
130316	01-7230-000-0000-0000-9320-0000-0				126.34
130316	01-7230-000-0000-0000-9320-0000-0				147.67
130316	01-7230-000-0000-0000-9320-0000-0				696.32
130316	01-7230-000-0000-0000-9320-0000-0				2,146.52
			Warrant Total		\$3,116.85
613697	R207	965440	BARROWS		
131596	01-0000-260-0000-7390-5890-6950-0				550.00
			Warrant Total		\$550.00
613698	R207	965260-1	ACT Computer Services		
130877	01-3010-290-1200-1000-5600-4200-3				174.30
130877	01-3010-290-1200-1000-5600-4200-3				195.84
130432	01-0000-300-1200-2700-5650-0000-0				195.84
130432	01-0000-300-1200-2700-5650-0000-0				195.84
130432	01-0000-300-1200-2700-5650-0000-0				195.84
130432	01-0000-300-1200-2700-5650-0000-0				50.00
130462	01-0000-310-1200-2700-5650-0000-0				950.00
130462	01-0000-310-1200-2700-5650-0000-0				50.00
130462	01-0000-310-1200-2700-5650-0000-0				150.00
			Warrant Total		\$2,157.66

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Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
613699	R208	944180-3	ALLIED WASTE C/O AMERICAN EXPRESS		
	01-0000-290-0000-8200-5550-0000-0				517.42
	01-0000-300-0000-8200-5550-0000-0				517.64
	01-0000-310-0000-8200-5550-0000-0				517.64
	01-0000-320-0000-8200-5550-0000-0				345.09
	01-0000-360-0000-8200-5550-0000-0				345.09
	01-0000-380-0000-8200-5550-0000-0				345.09
	01-0000-400-0000-8200-5550-0000-0				602.51
	01-0000-400-1315-8200-5550-0000-0				38.88
	01-0000-420-0000-8200-5550-0000-0				517.64
	01-7230-280-0000-8200-5550-0000-0				116.66
	01-0000-620-0000-8200-5550-0000-0				433.08
	01-0000-580-0000-8200-5550-0000-0				517.64
	01-0000-600-0000-8200-5550-0000-0				433.08
	01-0000-440-0000-8200-5550-0000-0				517.64
	01-0000-450-0000-8200-5550-0000-0				651.86
	01-0000-460-0000-8200-5550-0000-0				517.64
	01-0000-470-0000-8200-5550-0000-0				589.68
	01-0000-520-0000-8200-5550-0000-0				517.64
	01-0000-530-0000-8200-5550-0000-0				51.69
	01-0000-490-0000-8200-5550-0000-0				478.08
	13-5310-420-0000-8200-5550-0000-0				29.14
	01-0000-570-0000-8200-5550-0000-0				223.95
	13-5310-580-0000-8200-5550-0000-0				29.14
	13-5310-260-0000-8200-5550-0000-0				162.97
	13-5310-300-0000-8200-5550-0000-0				29.14
	13-5310-310-0000-8200-5550-0000-0				29.14
	13-5310-320-0000-8200-5550-0000-0				19.43
	13-5310-360-0000-8200-5550-0000-0				19.43
	13-5310-380-0000-8200-5550-0000-0				19.43
	13-5310-400-0000-8200-5550-0000-0				19.68
	13-5310-290-0000-8200-5550-0000-0				29.36
	13-5310-440-0000-8200-5550-0000-0				29.14
	13-5310-460-0000-8200-5550-0000-0				29.14
	13-5310-520-0000-8200-5550-0000-0				29.14
			Warrant Total		\$9,269.92

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Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
613700	R208	944180-3	ALLIED WASTE C/O AMERICAN EXPRESS		
		13-5310-260-0000-8200-5550-0000-0			1,274.22
		13-5310-560-0000-8200-5550-0000-0			29.14
		01-0000-670-0000-8200-5550-0000-0			507.51
		11-0010-260-4110-8200-5550-0000-0			31.27
		11-0010-260-4110-8200-5550-0000-0			21.45
		01-0000-490-0000-8200-5550-0000-0			291.80
		01-0000-540-0000-8200-5550-0000-0			51.69
		01-0000-560-0000-8200-5550-0000-0			517.64
		01-0000-630-0000-8200-5550-0000-0			546.78
		01-0000-650-0000-8200-5550-0000-0			546.78
		01-0000-400-0000-8200-5550-0000-0			508.46
		01-0000-350-0000-8200-5550-0000-0			21.45
		01-0000-260-0000-8200-5550-5600-0			296.66
		01-7230-280-0000-8200-5550-6930-0			52.72
		01-7230-280-0000-8200-5550-6940-0			52.72
			Warrant Total		\$4,750.29
613701	R208	013706	CITY OF MADERA		
		13-5310-400-0000-8200-5530-0000-0			107.32
		01-7230-280-0000-8200-5530-0000-0			636.27
		01-7230-280-0000-8200-5530-6930-0			160.51
		01-7230-280-0000-8200-5530-6940-0			160.51
		11-0010-260-4110-8200-5530-0000-0			134.41
		01-0000-260-0000-8200-5530-5600-0			926.37
		01-0000-290-0000-8200-5530-0000-0			3,599.08
		01-0000-300-0000-8200-5530-0000-0			1,750.49
		01-0000-350-0000-8200-5530-0000-0			134.41
		01-0000-490-0000-8200-5530-0000-0			727.34
		01-0000-520-0000-8200-5530-0000-0			1,681.67
		01-0000-460-0000-8200-5530-0000-0			2,422.02
		01-0000-470-0000-8200-5530-0000-0			1,913.45
		01-0000-390-0000-8200-5530-0000-0			7,519.95
		01-0000-400-0000-8200-5530-0000-0			4,038.07
		01-0000-400-1315-8200-5530-0000-0			212.09
		01-0000-420-0000-8200-5530-0000-0			1,534.73
		01-0000-440-0000-8200-5530-0000-0			1,966.37
		01-0000-450-0000-8200-5530-0000-0			178.58
		01-0000-560-0000-8200-5530-0000-0			1,719.17
		01-0000-560-0000-8200-5530-0000-0			1,091.63
		01-0000-580-0000-8200-5530-0000-0			1,424.77
		01-0000-580-0000-8200-5530-0000-0			81.83
		01-0000-600-0000-8200-5530-0000-0			568.95
		01-0000-620-0000-8200-5530-0000-0			192.34
		01-0000-630-0000-8200-5530-0000-0			710.52
		01-0000-650-0000-8200-5530-0000-0			3.17
			Warrant Total		\$35,596.02

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Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #			Description	Amount
613702	R208	046275-1	PG&E		
	01-0000-260-0000-8200-5520-5600-0				11.97
	01-0000-290-0000-8200-5520-0000-0				5,456.45
	01-0000-300-0000-8200-5520-0000-0				33.26
	01-0000-360-0000-8200-5520-0000-0				3,968.91
	01-0000-350-0000-8200-5520-0000-0				782.66
	01-0000-400-0000-8200-5520-0000-0				15,805.18
	01-0000-400-1315-8200-5520-0000-0				2,086.45
	01-0000-380-0000-8200-5520-0000-0				2,680.93
	01-0000-650-0000-8200-5520-0000-0				65.33
	01-0000-620-0000-8200-5520-0000-0				4,496.57
	01-0000-630-0000-8200-5520-0000-0				53.11
	01-0000-580-0000-8200-5520-0000-0				3,545.65
	01-0000-600-0000-8200-5520-0000-0				8,175.45
	01-0000-530-0000-8200-5520-0000-0				440.18
	01-0000-560-0000-8200-5520-0000-0				5,385.91
	01-0000-520-0000-8200-5520-0000-0				30.79
	01-0000-495-0000-8200-5520-0000-0				126.25
	01-0000-490-0000-8200-5520-0000-0				2,131.73
	01-0000-460-0000-8200-5520-0000-0				3,250.88
	01-0000-470-0000-8200-5520-0000-0				6,574.82
	01-0000-450-0000-8200-5520-0000-0				1,535.89
	01-0000-670-0000-8200-5520-0000-0				41.86
	01-0000-670-0000-8200-5520-0000-0				8,789.85
	11-9503-260-4110-8200-5520-0000-0				61.78
	13-5310-490-0000-8200-5520-0000-0				122.82
	13-5310-260-0000-8200-5520-0000-0				-3,782.26
	01-7230-280-0000-8200-5520-6930-0				44.70
	01-7230-280-0000-8200-5520-6940-0				11.18
	11-0010-260-4110-8200-5520-0000-0				782.66
				Warrant Total	\$72,710.96

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Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
613703	R208	090916-1	TIGER, INC		
	13-5310-290-0000-8200-5515-0000-0				1.89
	13-5310-440-0000-8200-5515-0000-0				0.87
	13-5310-520-0000-8200-5515-0000-0				0.12
	13-5310-560-0000-8200-5515-0000-0				4.48
	13-5310-460-0000-8200-5515-0000-0				0.42
	13-5310-300-0000-8200-5515-0000-0				0.23
	01-0000-670-0000-8200-5515-0000-0				10.60
	01-0000-470-0000-8200-5515-0000-0				4.17
	01-0000-460-0000-8200-5515-0000-0				9.87
	01-0000-490-0000-8200-5515-0000-0				102.41
	01-0000-490-0000-8200-5515-0000-0				1,217.47
	01-0000-520-0000-8200-5515-0000-0				1.54
	01-0000-560-0000-8200-5515-0000-0				103.93
	01-0000-620-0000-8200-5515-0000-0				24.63
	01-0000-580-0000-8200-5515-0000-0				14.01
	01-0000-600-0000-8200-5515-0000-0				9.84
	01-0000-630-0000-8200-5515-0000-0				7.57
	01-0000-650-0000-8200-5515-0000-0				11.38
	13-5310-260-0000-8200-5515-0000-0				6.07
	13-5310-260-0000-8200-5515-0000-0				40.20
	01-0000-400-0000-8200-5515-0000-0				249.44
	01-0000-400-1315-8200-5515-0000-0				3.00
	01-0000-400-1315-8200-5515-0000-0				374.90
	01-0000-400-1315-8200-5515-0000-0				28.90
	01-0000-390-0000-8200-5515-0000-0				53.09
	01-0000-440-0000-8200-5515-0000-0				20.38
	01-0000-420-0000-8200-5515-0000-0				6.09
	01-0000-300-0000-8200-5515-0000-0				4.30
	01-0000-290-0000-8200-5515-0000-0				33.41
	01-0000-260-0000-8200-5515-5600-0				4.54
			Warrant Total		\$2,349.75
613704	R208	046275-1	PG&E		
	01-7230-280-0000-3600-4345-6930-0		garage		4,291.06
	01-7230-280-0000-3600-4345-6930-0		cng stations		1,983.23
			Warrant Total		\$6,274.29
613705	R209	000232	HAIN, JOSEPH		
130571	01-0000-260-0000-7700-5650-5050-0				5,470.00
			Warrant Total		\$5,470.00
613706	R209	091856	Knight's Pumping & Portable Services, Inc.		
131291	14-0010-260-0000-8110-5800-0000-0				652.34
			Warrant Total		\$652.34
613707	R209	090070-2	MWE		
130271	01-8150-450-0000-8110-4300-0000-0				423.19
			Warrant Total		\$423.19

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Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
613708	R209	890785-1	GRAYBAR ELECTRIC CO., INC.		
130048	01-8150-450-0000-8110-4300-0000-0				33.59
130048	01-8150-450-0000-8110-4300-0000-0				300.15
130048	01-8150-450-0000-8110-4300-0000-0				68.79
			Warrant Total		\$402.53
613709	R209	955480-1	LEAPFROG SCHOOLHOUSE		
130811	01-9170-650-1200-1000-4310-7290-0				1,127.32
			Warrant Total		\$1,127.32
613710	R209	037775	MADERA TRIBUNE		
131631	01-0000-260-0000-7400-5870-5260-0		CUST#01107940-000		86.92
			Warrant Total		\$86.92
613711	R209	037130	MADERA DISPOSAL SYSTEMS INC.		
130074	01-0000-450-0000-8200-5550-0000-0				13.05
130074	01-0000-450-0000-8200-5550-0000-0				25.06
			Warrant Total		\$38.11
613712	R209	042738-1	NASCO MODESTO		
131761	01-3550-490-1510-1000-4310-0000-0				12.95
131761	01-3550-490-1510-1000-4310-0000-0				349.77
			Warrant Total		\$362.72
613713	R209	047226	PECKS PRINTERY		
130483	01-0000-350-3300-1000-5800-0000-0				193.41
130088	01-8150-450-0000-8110-5800-0000-0				201.49
130088	01-8150-450-0000-8110-5800-0000-0				153.01
130088	01-8150-450-0000-8110-5800-0000-0				81.89
			Warrant Total		\$629.80
613714	R209	901890	GOTTSCHALKS MUSIC		
131796	01-1100-260-1255-1000-4310-6250-0				300.00
			Warrant Total		\$300.00
613715	R209	090061	Madera Small Engine & Marine Repair		
130077	01-8150-450-0000-8110-5640-0000-0				48.50
130077	01-8150-450-0000-8110-5640-0000-0				259.00
130077	01-8150-450-0000-8110-5640-0000-0				145.00
130077	01-8150-450-0000-8110-5640-0000-0				150.00
130077	01-8150-450-0000-8110-4300-0000-0				9.64
130077	01-8150-450-0000-8110-4300-0000-0				134.25
130077	01-8150-450-0000-8110-4300-0000-0				146.10
130077	01-8150-450-0000-8110-4300-0000-0				46.17
130077	01-8150-450-0000-8110-4300-0000-0				70.90
130077	01-8150-450-0000-8110-4300-0000-0				387.90
			Warrant Total		\$1,397.46

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Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
613716	R209	037771	MADERA TRACTOR		
130078	01-8150-450-0000-8110-4300-0000-0				248.13
130078	01-8150-450-0000-8110-4300-0000-0				639.20
130078	01-8150-450-0000-8110-4300-0000-0				423.73
130078	01-8150-450-0000-8110-4300-0000-0				10.43
130078	01-8150-450-0000-8110-4300-0000-0				295.38
130078	01-8150-450-0000-8110-4300-0000-0				445.20
130078	01-8150-450-0000-8110-4300-0000-0				1,790.99
130078	01-8150-450-0000-8110-4300-0000-0				5,700.59
130078	01-8150-450-0000-8110-4300-0000-0				0.48
130078	01-8150-450-0000-8110-4300-0000-0				952.61
130078	01-8150-450-0000-8110-4300-0000-0				907.06
130078	01-8150-450-0000-8110-5640-0000-0				380.80
130078	01-8150-450-0000-8110-5640-0000-0				336.00
130078	01-8150-450-0000-8110-5640-0000-0				65.10
130078	01-8150-450-0000-8110-5640-0000-0				8,236.80
130078	01-8150-450-0000-8110-5640-0000-0				275.20
130078	01-8150-450-0000-8110-5640-0000-0				229.60
130078	01-8150-450-0000-8110-5640-0000-0				211.20
130078	01-8150-450-0000-8110-5640-0000-0				845.00
130078	01-8150-450-0000-8110-5640-0000-0				358.40
			Warrant Total		\$22,351.90
613717	R210	966800-1	GANDER PUBLISHING		
131746	01-0000-650-1200-1000-4310-0000-0				258.76
			Warrant Total		\$258.76
613718	R210	966800	GANDER PUBLISHING		
131774	01-0000-560-1200-1000-4310-0000-0				822.19
131782	01-7090-460-1200-1000-4310-0000-0				422.84
131781	01-7091-670-1200-1000-4310-0000-0				840.92
			Warrant Total		\$2,085.95
613719	R210	025912-1	GOPHER		
131744	01-0000-390-1200-1000-4310-0000-0				437.04
			Warrant Total		\$437.04
613720	R210	091805-1	GREAT AMERICAN BUSINESS PRODUCTS		
131242	01-0000-350-3300-1000-5800-0000-0				178.93
130681	01-0000-490-1300-2700-5800-0000-0				1,039.50
130681	01-0000-490-1300-2700-5800-0000-0				-519.75
130681	01-0000-490-1300-2700-5800-0000-0				604.63
131242	11-0010-260-4110-1000-5800-0000-0				236.06
			Warrant Total		\$1,539.37
613721	R210	032094-1	KAPLAN EARLY LEARNING CO.		
131727	01-9226-520-1200-1000-4310-0000-0				101.47
			Warrant Total		\$101.47
613722	R210	995890	IMAGE 2000		
131328	01-0000-320-1200-2700-5650-0000-0				40.69
			Warrant Total		\$40.69

Commercial Warrant Listing
For Warrants Dated 11/01/2012 to 11/01/2012

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
613723	R210	091244	Learning Plus Associates		
131187	01-7090-570-3200-1000-4380-0000-0				538.18
131187	01-3010-570-3200-1000-4380-4250-3				538.18
			Warrant Total		\$1,076.36
613724	R210	910091-1	MCGRAW-HILL		
131072	01-1100-260-1300-1000-4100-6220-0				4,121.25
			Warrant Total		\$4,121.25
613725	R210	918390	THE MARKERBOARD PEOPLE		
131798	01-0000-490-1335-1000-4310-0000-0				198.00
			Warrant Total		\$198.00
613726	R210	042738-1	NASCO MODESTO		
131759	01-3550-490-1510-1000-4310-0000-0				49.18
			Warrant Total		\$49.18
613727	R210	947480-2	PEARSON EDUCATION		
131669	11-9515-260-4110-1000-4310-0000-0				1,298.19
			Warrant Total		\$1,298.19
613728	R210	091908	Phantom Scales		
131758	01-3550-490-1510-1000-4310-0000-0				144.93
131758	01-3550-490-1510-1000-4400-0000-0				740.02
			Warrant Total		\$884.95
613729	R210	047226	PECKS PRINTER Y		
130998	01-0000-260-0000-3900-5800-6600-0				2,605.40
			Warrant Total		\$2,605.40
613730	R210	934420	REALLY GOOD STUFF		
131630	01-0000-320-1200-1000-4310-0000-0				163.86
			Warrant Total		\$163.86
613731	R210	091716	PROCLEAN		
131819	01-0000-000-0000-0000-9320-0000-0				148.70
			Warrant Total		\$148.70
613732	R210	890246	POSITIVE PROMOTIONS		
131665	01-9170-460-1200-1000-4310-0000-0				149.40
			Warrant Total		\$149.40
613733	R210	091907	Masterworks Press		
131735	01-0000-490-1358-1000-4310-0000-0				330.00
			Warrant Total		\$330.00
613734	R210	910590	INA BIND		
130174	01-0000-260-0000-7550-4300-5700-0				330.48
			Warrant Total		\$330.48
613735	R211	000448	Deleija, Teresa		
	01-0610-260-1300-1000-4100-6260-0				68.00
			Warrant Total		\$68.00

Fiscal Year: 2013

Madera Unified School District

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Report Date: 11/01/2012

Commercial Warrant Listing**For Warrants Dated 11/01/2012 to 11/01/2012**

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
613736	R211	068124-1	WOODWIND & BRASSWIND		
	01-0000-560-1200-1000-4310-0000-0				53.85
			Warrant Total		\$53.85
			District Totals	118 Warrants for	\$276,509.14

Fund Totals	Amount
01 - General Fund	\$241,518.67
11 - Adult Education	\$3,374.76
12 - Child Development	\$218.13
13 - Cafeteria	\$-1,720.20
14 - Deferred Maintenance	\$33,117.78
Total	\$276,509.14