

**MADERA UNIFIED SCHOOL DISTRICT**  
**Madera: Unified For Student Success**

**Board of Trustees Meeting**  
**AGENDA**

**Regular Meeting**

**Tuesday, September 23, 2014**

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

**5:30 PM – Closed Session • 7:00 PM – Public Meeting**  
**7:15 PM – Public Hearing: Textbooks and Instructional Material Compliance and Certification of Provision of Sufficient Standards-Aligned Instructional Materials for Grades K-12**

**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. **Pupil Personnel Matters**
    1. Student Hearings/Expulsions (Education Code 35146, 48900, 48918)
  - B. **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)
  - C. **Conference With Labor Negotiator**; District Representative: Kent Albertson; Employee Organizations: MUTA, CSEA (Government Code section 54957.6)
  - D. **Conference with Legal Counsel** – Existing Litigations: (Government Code section 54956.9(a)) Name of cases:  
Daren Miller vs. Madera USD, Case No. MCV055774  
Steve Wisener vs. Madera USD, Case No. MCV068066  
Crystalle Martinez vs. Madera USD  
Raymond Kaitangian vs. Madera USD  
Pedro Martinez vs. Madera USD  
Jacinta Martinez vs. Madera USD

Anticipated Litigation; Significant exposure to litigation pursuant to Government Code section 54956.9(b): 2 cases

E. **Superintendent's Evaluation**

F. **Adjournment of Closed Session**

<b>7:00 PM – Public Meeting Begins</b>
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2. **Reconvene Public Session**

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

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 High:** Justin Toney

**Madera South High:** Mayeli Alvarado

7. **Communications**

<b>7:15 PM – Public Hearing: Textbooks and Instructional Material Compliance and Certification of Provision of Sufficient Standards-Aligned Instructional Materials for Grades K-12</b>
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- A. 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. **Information and Reports**

A. Educational Services

- Charter Schools Update

B. Support Services

- Child Nutrition Update

C. Human Resources

- Sunshine of the Madera Unified School District Initial Negotiation Proposal for the 2014-2015 School Year with the Certificated Management Bargaining Association.



D. Superintendent's Time

9. **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 September 9, 2014. <a href="#">Regular Board Meeting Minutes of September 9, 2014</a> .....	12
2.	Request Adoption of Resolution No. 16-2014/2015: July 31, 2014 Budget and Expense Transfer Reports <a href="#">Agenda Item Cover - Resolution No. 16-2014/2015</a> .....	30
	<a href="#">Resolution No 16-2014/15: July 31, 2014 Budget and Expense Transfer Reports</a> .....	31
3.	Request Approval of Environmental Consulting Services Agreement between Madera Unified School District and Neil O. Anderson and Associates <a href="#">Agenda Item Cover</a> .....	36
	<a href="#">Proposal</a> .....	37
	<a href="#">Agreement</a> .....	42
4.	Request Approval of Environmental and Geotechnical Engineering Services between Madera Unified School District and RMA GeoScience for new elementary school site <a href="#">Agenda Item Cover</a> .....	47
	<a href="#">RMA GeoScience Proposal</a> .....	48
5.	Request Approval for Best Best & Krieger LLP to provide Bond Counsel and Disclosure Counsel Services for Election of 2014 General Obligation bonds <a href="#">Agenda Item Cover</a> .....	71
	<a href="#">Bond Counsel &amp; Disclosure Counsel Services letter</a> .....	72
6.	Request Approval of individual agreements between Madera Unified School District and forty four (44) California Department of Education approved Supplemental Educational Services Providers to provide tutoring services to students in Madera Unified Schools who are in Program Improvement status beginning on September 24, 2014 and ending June 30, 2015. <a href="#">Agenda Cover Sheet</a> .....	75
	<a href="#">SES Provider List</a> .....	76
	<a href="#">Sample contract</a> .....	78
7.	Request Approval of Consultant Services Agreement between Madera Unified School District and Champions for Today for motivational speaking services at Madera High School, Madera South High School and Mt. Vista High School. <a href="#">Agenda Item Cover</a> .....	90
	<a href="#">Consultant Services Agreement</a> .....	91

8.	Request Approval of Memorandum of Understanding between Madera Unified School District, Madera Adult School and Madera County Workforce Investment Board to collaborate and create a seamless delivery system that will enhance access to services and improve employment outcomes for individuals receiving services with effective dates of September 24, 2014 to June 30, 2015.	
	<a href="#">Agenda Item Cover</a> .....	93
	<a href="#">Memorandum of Understanding</a> .....	94
9.	Request Approval of Fresno Regional Occupational Program (ROP) Shared Responsibility Agreement between Fresno County Superintendent of Schools (FCSS) and Madera Unified School District for the 2014-2015 school year.	
	<a href="#">Agenda Item Cover</a> .....	104
	<a href="#">Fresno Regional Occupational Program Shared Responsibility Agreement</a> .....	105
10.	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:	
	• 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: 6828, 201372, 502430, 16078, 301325, A-2014/15, 403948, 15110, B-2013/14, 202878 and 15973.	
	<a href="#">Agenda Item Cover</a> .....	111
11.	Approval of July 30, 2014 Student Body Statement of Club Trust Accounts	
	<a href="#">Agenda Item Cover July 30, 2014 Student Body Statement of Club Trust Accounts</a> .....	112
	<a href="#">July 30, 2014 Student Body Statement of club Trust Accounts</a> .....	113
12.	Request Approval of August 2014 Payroll Payment Order	
	<a href="#">Agenda Item Cover</a> .....	122
	<a href="#">Payroll Payment Order 8/6/14 through 8/29/14</a> .....	123
13.	Approval of July 31, 2014 Financial Report	
	<a href="#">Agenda Item Cover - July 31, 2014 Financial Reports</a> .....	120
	<a href="#">July 31, 2014 Financial Report</a> .....	121
B.	Human Resources Items	
1.	Staffing List 9-23-14	
	<a href="#">Staffing List 9-23-14</a> .....	136
	<a href="#">COACHES 9-23-14</a> .....	138
2.	Request approval of agreement between the Madera Unified School District and Fermin Guzman regarding salary placement.	
	<a href="#">Agenda Item Cover</a> .....	142
	<a href="#">Agreement w-F. Guzman</a> .....	143

3.	Request Approval of Memorandum of Understanding between California School Employees Association and the Madera Unified School District regarding salary range proposals for the following positions:	
	• Family Support Specialist - Range 39	
	• Data Technician from Range 32 to Range 35	
	• Payroll Accounting Specialist Lead from Range 38 to Range 40	
	<a href="#">Agenda Item Cover</a>	144
	<a href="#">Memorandum of Understanding</a>	145
C.	Field Trip/Employee Conference Requests	
1.	Field Trips 9/23/14	
	<a href="#">Field Trips</a>	146

## 10. Old Business

A.	Second Reading and Request Approval of Board Bylaws 9324 – Minutes and Recordings	
	<a href="#">Agenda Item Cover</a>	147
	<a href="#">Board Bylaw 9324</a>	148
B.	Second Reading and Request Approval of Board Bylaw 9270 – Conflict of Interest	
	<a href="#">Agenda Item Cover</a>	151
	<a href="#">Board Bylaw 9270</a>	152
C.	Second Reading and Approval of Program Adoption Recommendation for Integrated Math I for grades 9-12	
	<a href="#">Agenda Item Cover</a>	161
	<a href="#">Integrated I revised course guide proposal</a>	162
	<a href="#">Integrated Math I committee recommendation</a>	169
D.	Second Reading and Approval of Revised Board Policy for Administrative & Support Services	
	<a href="#">Agenda Item Cover</a>	170
	<a href="#">BP 3280</a>	171
E.	Second Reading and Approval of Revised Board Policies, Administrative Regulations, and Exhibits for Educational Services Department	
	<a href="#">Agenda Item Cover</a>	175
	<a href="#">BP 3513.3</a>	176
	<a href="#">BP 5131.62</a>	178
	<a href="#">BP 5144</a>	182
	<a href="#">AR 5144</a>	186
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	<a href="#">AR 5144.1</a>	197
	<a href="#">E 5145.6</a>	218
	<a href="#">BP 6141.5</a>	230
	<a href="#">BP 6142.92</a>	233
	<a href="#">BP 6162.5</a>	236
	<a href="#">BP 6162.54</a>	239
	<a href="#">BP 6163.1</a>	242
	<a href="#">BP 6184</a>	247
	<a href="#">AR 6184</a>	251

F.	Second Reading and request approval of revised Board Policies and Administrative Regulations – Human Resources.	
	<a href="#">Agenda Item Cover</a>	257
	<a href="#">BP 4112.9/BP 4212.9/BP 4312.9</a>	258
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	<a href="#">AR 4117.14/AR 4317.14</a>	269
	<a href="#">AR 4117.7</a>	273

## 11. New Business

A.	Request Adoption of Resolution No. 6-2014/15 for Textbooks and Instructional Material Compliance & Certification of Provision of Sufficient Standards-Aligned Instructional Materials for Grades K-12.	
	<a href="#">Agenda Item Cover</a>	276
	<a href="#">Resolution No. 6-2014/15</a>	277
	<a href="#">MUSD K-8 Core Curriculum List 2014-2015</a>	279
	<a href="#">MUSD 9-12 Core Curriculum List 2014-2015</a>	281
B.	Request Approval of Memorandum of Understanding between Madera Unified School District and Reedley College to enter into a dual enrollment partnership for the 2014-2015 school year.	
	<a href="#">Agenda Item Cover</a>	285
	<a href="#">Memorandum of Understanding</a>	286
C.	Request Approval of Consultant Services Agreement between Madera Unified School District and Teach One To Lead One to provide high quality Character and Leadership Development learning experiences for students for the remainder of the 2014-2015 school year.	
	<a href="#">Agenda Item Cover</a>	287
	<a href="#">Consultant Services Agreement</a>	288
	<a href="#">Teach One To Lead One Agreement</a>	290
D.	Request Approval of Commercial Warrant List	
	<a href="#">Agenda Item Cover and Commercial Warrant List</a>	297

## 12. Announcements

## 13. Miscellaneous

- A. Board Member Committee and Information Reports

## 14. Advanced Planning

### Next Regular Board Meeting

Tuesday, October 14, 2014 at 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;

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 9<sup>TH</sup> DAY OF SEPTEMBER, 2014**

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, September 9, 2014**, at 5:00 p.m.

**ROLL CALL**

Michael Salvador, President  
Jose Rodriguez, Clerk

Ricardo Arredondo, Trustee  
Lynn Cogdill, Trustee  
Robert E. Garibay, Trustee  
Ray G. Seibert, Trustee  
Maria Velarde-Garcia, Trustee

Edward C. González, Superintendent  
Victor Villar, Associate Superintendent of Educational Services  
Sandon Schwartz, Assistant Superintendent Administrative and Support Services  
Kent Albertson, Chief Human Resources Officer  
Teri Bradshaw, Director of Fiscal Services  
Babatunde Ilori, Director of Performance Management and Internal Communications  
Elizabeth Runyon, Chief Academic Officer  
Gladys A. Wilson, Senior Administrative Assistant

Tomas Galvan, Information System Specialist  
Rosa Baca, Interpreter

Steven Alexander, Director of Technology  
Rosalind Cox, Director of Facilities, Planning & Construction Management  
Susan Harautuneian, Director of Purchasing  
Curtis Manganaa, Director of Maintenance & Operations  
Sandra Perez, Director of Child Nutrition  
Marty Bitter, Director of District Athletics  
Janet Grossnicklaus, Director of Curriculum, Instruction and Assessment  
Dr. Rebecca Malmo, Director of Instructional Technology  
Dr. Michael Mueller, Director of Student Services  
Sheryl Sisil, Director of College and Career Readiness  
Dr. Laura Tanner-McBrien, Director, Special Services  
Dr. Marcheta Williams, Director of Visual and Performing Arts

Tom Chagoya, Principal, Alpha Elementary  
Delbert Hernandez, Principal, George Washington Elementary  
Isabel Guzman, Principal, Nishimoto Elementary

David Holder, President, MUTA  
Danna Petty, President, CSEA

There were approximately 55 visitors/District employees in attendance.

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

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 9<sup>TH</sup> DAY OF SEPTEMBER, 2014**

President Salvador called the Public Session of the Board of Education to order at 5:00 p.m. President Salvador opened the floor to public comment on any item listed on the Closed Session Agenda.

Seeing no one come forward President Salvador closed public comment.

2. **Reconvene Public Session/Call to Order Regular Meeting**
3. **Roll Call, Pledge of Allegiance, Opening, Acknowledgement of Visitors and Media, and Invocation**

President Salvador adjourned the Closed Session at 7:28 p.m. and reconvened the Regular Meeting by calling the Public Session to order at 7:41 p.m. President Salvador asked Ms. Wilson to call the Roll of Trustees. President Salvador made a note that the two Trustees that were absent at the beginning of Closed Session were present during Closed Session. President Salvador welcomed the visitors and led the flag salute. President Salvador asked Pastor Ron Giovanetti of Youth for Christ Ministries to lead the invocation. President Salvador explained the rules governing the Board meeting. The meeting was recorded on Audio File No. 5-2014/15.

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

Superintendent González announced that during Closed Session the Board took action on Resolution No. 11-2014/15. The votes were as follows:

Ayes:	6
Noes:	0
Absent:	1
Abstained:	0

**MOTION NO. 23-2014/15  
RESOLUTION NO. 11-2014/15**

5. **Adoption of Agenda – Motion No. 24-2014/15**

President Salvador 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.

Trustee Velarde-Garcia requested the following items be removed from the Consent Agenda for a separate discussion and vote:

Item No. 9A3 – Resolution No. 10-2014/15

Item No. 9A7 – Consultant Services Agreement with High School Nation for Music and Arts Assembly.

Superintendent González requested the following changes to the agenda:

Item No. 9B1 – Staffing List – Classified New Position. Delete item No. 2 – CN Cashier in this section.

**It was moved by Trustee Rodriguez, seconded by Trustee Garibay, and unanimously carried to adopt the Agenda as written/with the modifications mentioned above.**

**MINUTE RECORD of Madera Unified School District Board of Education  
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Ayes: Trustees Arredondo, Cogdill, Garibay, Seibert, Velarde-Garcia, Clerk Rodriguez,  
and President Salvador  
Noes: None  
Absent: None  
Abstained: None

**PUBLIC HEARINGS WERE DISCUSSED HERE**

**6. Student Board Representative Report**

Mayeli Alvarado, Student Board Representative for Madera South High School, and Justin Toney Student Board Representative for Madera High School, each presented highlights of activities at their respective school sites.

**7. Communications**

**A. Student and Staff Recognition**

- Hispanic Heritage Month – September 15 – October 15, 2014  
Adrián Rodriguez, Mexican Consular Officer for Cultural and Community Affairs highlighted the services the Mexican Consulate offers to all their nationals. Mr. Rodriguez highlighted the importance of the Hispanic heritage in our community and invited the community to learn more about other cultures. Mr. Rodriguez invited the Board to a celebration of the Independence of Mexico to take place on Monday, September 15 at the Fulton Mall.
- AMAE Poster Contest Winners recognition  
Alex Garcia, president of the Association of Mexican American Educators presented the winners of the Hispanic Heritage poster contest.

**Public Hearings:**

- **School Facility Needs Analysis authorizing the levying of alternative school facility fees on residential development**

President Salvador opened the Public Hearing for the School Facility Needs Analysis authorizing the levying of alternative school facility fees on residential development at 7:50 p.m.

The following people addressed their concerns if the school facility fees were increased:  
Alex Salazar, Madera, realtor  
Dave Sheppard, Clovis, builder representing developers  
Ubaldo Garcia, Madera, designer  
Mike Prandini, Fresno/Madera developer

Chuck Genseal, Madera, addressed his support in increasing the school facility fees.

Seeing no others come forward President Salvador closed the Public Hearing at 8:07 p.m.

- **Fee Justification Study, Commercial Developer.**



**MINUTE RECORD of Madera Unified School District Board of Education  
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President Salvador opened the Public Hearing for the Fee Justification Study, Commercial Developer at 8:07 p.m. Seeing no one come forward President Salvador closed the Public Hearing at 8:07 p.m.

**B. Public Hearing**

President Salvador opened the floor to public comment on any item not listed on the Agenda.

David Holder, Madera, MUTA President, addressed bargaining process between MUTA and MUSD.

Amanda Wade, Madera, addressed bargaining offers from the MUSD team.

Seeing no others come forward, President Salvador closed Public Hearing.

**8. Information and Reports**

**A. Performance Management and Internal Communications**

- **Graduation Update**

Superintendent González introduced Babatunde Ilori, Director of Performance Management and Internal Communications. Mr. Ilori and Sheryl Sisil, Director of College and Career Readiness gave a presentation titled “Madera Unified Graduation and Summer School Update.” Mrs. Sisil responded questions from the Board.

**B. Educational Services**

- **California Science & Math Partnership – Madera County Office of Education**  
Superintendent González introduced Cynthia Dolph, Associate Superintendent of Educational Services of Madera County Office of Education. Ms. Dolph introduced the California Science and Math Partnership to the Board and asked staff to form a partnership to train teachers on Science and Math over a period of three years. Sharon Tweety, representative of ARCHES was also available to answer questions from the Board regarding this grant.

**C. Superintendent’s Time**

Superintendent González gave an update on the current enrollment. Superintendent González announced that our student population had increased by 201 students from September of 2013.

**9. Approval of Consent Agenda – Motion No. 25-2014/15, No. 26-2014/15 and No. 27-2014/15**

Document Numbers 68-2014/15 through 75-2014/15

Resolution No. 9– 2014/15 and No. 10-2014/15

Staffing Changes, Exhibit B

Field Trips/Conference Requests, Exhibit C

President Salvador opened the item for public comment. Seeing no one come forward President Salvador closed public comment and brought the item to the Board for questions and comments.

**MINUTE RECORD of Madera Unified School District Board of Education  
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**It was moved by Trustee Velarde-Garcia, seconded by Trustee Seibert, and unanimously carried to approve the Consent Agenda.**

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

Noes: None

Absent: None

Abstained: None

**9A. Routine Business Transactions, Annual Renewal of Programs, Bids, Agreements, Notices of Public Hearings, and Proclamations:**

1. Approval of Regular Board Meeting Minutes of August 26, 2014.
2. Adoption of Resolution No. 9-2014/15: GANN Limit Calculations for 2014-15 Actuals and 2014-15 Estimated Actuals

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

Noes: None

Absent: None

Abstained: None

**RESOLUTION NO. 9-2014/15**

3. Adoption of Resolution No. 10-2014/15 Regarding Authorized Signatures on Designated Madera Unified School District Accounts/Documents

Superintendent Gonzalez recommended approval of this item.

President Salvador opened the item for public comment. Seeing no one come forward President Salvador brought the item back to the Board for questions and comments.

The Board requested that the Resolution be amended by adding Director of Purchasing, Susan Harautuneian to the Purchase Orders list and correct the school site location for Principal Aimee Schramm Anderson to Mountain Vista High School.

**It was moved by President Salvador, seconded by Trustee Cogdill, and unanimously carried to adopt Resolution No. 10-2014/15 with the modifications mentioned above.**

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

Noes: None

Absent: None

Abstained: None

**MOTION NO. 26-2014/15  
RESOLUTION NO. 10-2014/15**

4. Ratification of Miscellaneous Donations

**DOCUMENT NO. 68-2014/15**

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 9<sup>TH</sup> DAY OF SEPTEMBER, 2014**

5. Approval of Career Technical Education (CTE) Advisory Committee Members for the 2014-2015 school year

**DOCUMENT NO. 69-2014/15**

6. 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: 302532, 301315, 303085, 203163, 201868, 402371, 203148, 11849, 501085, 503004, 303196, 202897, 8057, 14760, 1004857, 403917 and 202458.

**CONFIDENTIAL DOCUMENT NO. 70-2014/15**

7. Approval of Consultant Services Agreement between Madera Unified School District and High School Nation for Music and Arts Assembly on September 18, 2014.

Superintendent Gonzalez recommended approval of this item.

President Salvador opened the item for public comment.

Chuck Genseal, Madera, addressed funding for this event. Staff addressed this concern.

Seeing no others come forward President Salvador brought the item back to the Board for questions and comments.

**It was moved by Trustee Rodriguez, seconded by Trustee Garibay, and unanimously carried to approve the Services Agreement between Madera Unified School District and High School Nation for Music and Arts Assembly on September 18, 2014.**

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

Noes: Trustee Velarde-Garcia

Absent: None

Abstained: None

**MOTION NO. 27-2014/15  
DOCUMENT NO. 71-2014/15**

8. Approval of June 30, 2014 Student Body Statement of Club Trust Accounts

**DOCUMENT NO. 72-2014/15**

**9B. Human Resources Items**

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 9<sup>TH</sup> DAY OF SEPTEMBER, 2014**

1. Approval of Staffing List 9-9-14.

DOCUMENT NO. 73-2014/15

**9C. Field Trip/Employee Conference Requests**

1. Approval of Field Trips 9-9-14.

DOCUMENT NO. 74-2014/15

2. Approval of Employee Conference 9-9-14.

DOCUMENT NO. 75-2014/15

**10. New Business**

- A. Adoption of Resolution No. 08-2014/15 that approves the Fee Justification Study authorizing the levying of statutory school facility fees on commercial and industrial development.

Superintendent González requested adoption of this resolution.

President Salvador opened the item for public comment.

Bill Coate, Madera, requested clarification on the purpose of this resolution.

Seeing no others come forward President Salvador closed public comment and brought the item back to the Board for questions and comments. Sandon Schwartz, Assistant Superintendent of Administrative and Support Services responded to questions from the Board.

**It was moved by Trustee Rodriguez, seconded by Trustee Cogdill and unanimously carried to adopt Resolution No. 08-2014/15 that approves the Fee Justification Study authorizing the levying of statutory school facility fees on commercial and industrial development.**

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

Noes: None

Absent: None

Abstained: None

MOTION NO. 28-2014/15

RESOLUTION NO. 8-2014/15

- B. Adoption of a Resolution that approves the School Facility Needs Analysis authorizing the levying of alternative school facility fees on residential development.

Superintendent González introduced Sandon Schwartz, Assistant Superintendent of Administrative and Support Services who re-introduced a couple of slides of a presentation that was previously presented to the Board at the August 26, 2014 Board meeting in regards to developer fees comparisons with other school districts.

Staff presented three resolutions to the Board to choose from:

Resolution No. 7-2014/15 that would keep the developer fees at the current rate of \$3.88

Resolution No. 13-2014/15 that would increase the developer fees to \$5.01.

Resolution No. 14-2014/15 that would allow the Board to pick any rate under \$5.01.

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 9<sup>TH</sup> DAY OF SEPTEMBER, 2014**

President Salvador opened the item for public comment.

Chuck Genseal, Madera, addressed impact of developer fees on the school bond.

Dave Sheppard, Clovis, builder representing developers presented a list with number of permits waiting to be processed.

Kristy Salazar, Madera, addressed her support for the developer fees at the current rate.

Mayra Torres, Madera, addressed her support for the current developer fees rate.

Seeing no others come forward President Salvador closed public comment and brought the item back to the Board for questions and comments.

The Board discussed this item extensively and chose to vote for Resolution No. 7-2014/15.

**It was moved by Trustee Rodriguez, seconded by Trustee Velarde-Garcia and carried by majority to adopt Resolution No. 7-2014/15 that approves the School Facility Needs Analysis authorizing the levying of alternative school facility fees on residential development.**

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

C. Adoption of Resolution No. 12-2014/2015 –Classified Layoff/Reduction

Superintendent González requested adoption of this resolution.

President Salvador opened the item for public comment. Seeing no one come forward President Salvador closed public comment and brought the item back to the Board for questions and comments.

**It was moved by Trustee Rodriguez, seconded by Trustee Velarde-Garcia, and unanimously carried to adopt Resolution No. 12-2014/15 – Classified Layoff/Reduction.**

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

**MOTION NO. 30-2014/15  
DOCUMENT NO. 12-2014/15**

D. Adoption of Resolution No. 15-2014/15 clarifying District's actions related to the November 4, 2014 ballot measure to approve Proposition 39 General Obligation Bond.

Superintendent González requested adoption of this resolution.

**MINUTE RECORD of Madera Unified School District Board of Education  
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President Salvador opened the item for public comment. Seeing no one come forward President Salvador closed public comment and brought the item back to the Board for questions and comments.

Superintendent González and Assistant Superintendent of Administrative and Support Services, Sandon Schwartz responded questions from the Board.

The Board discussed this item extensively.

**It was moved by Trustee Velarde-Garcia, seconded by Trustee Rodriguez to adopt Resolution No. 15-2014/15 – clarifying District’s actions related to the November 4, 2014 ballot measure to approve Proposition 39 General Obligation Bond.**

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

**MOTION NO. 31-2014/15  
RESOLUTION DID NOT PASS**

**E. Approval for Professional Pre-Design Services with Darden Architects for the New High School**

Superintendent González requested approval of this item. Sandon Schwartz, Assistant Superintendent of Administrative and Support Services introduced Marty Deed, representative of Darden and Associates Architects who explained the process to pre-design the construction of the new high school. Mr. Dee answered questions from the Board.

President Salvador opened the item for public comment.

Chuck Genseal, Madera, addressed bidding process and additional cost this contract may bring.

Seeing no others come forward President Salvador closed public comment and brought the item back to the Board for questions and comments.

**It was moved by Trustee Velarde-Garcia, seconded by Trustee Garibay, and carried by majority to approve the Professional Pre-Design Services with Darden Architects for the New High School.**

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

**MOTION NO. 32-2014/15  
DOCUMENT NO. 76-2014/15**

**MINUTE RECORD of Madera Unified School District Board of Education  
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- F. Approval of Agreement between Madera Unified School District (District) and the City of Madera (City) to assign (2) school resource officers (SRO's) to provide law enforcement services to the District for the 2014-2015 school year

Superintendent González requested approval of this item.

President Salvador opened the item for public comment.

Chuck Genseal, Madera, addressed cost of this agreement.

Seeing no others come forward President Salvador closed public comment and brought the item back to the Board for questions and comments.

Dr. Michael Mueller, Director of Student Services and Victor Villar, Associate Superintendent of Educational Services responded questions from the Board.

**It was moved by Trustee Arredondo, seconded by Trustee Velarde-Garcia and unanimously carried to approve the Agreement between Madera Unified School District (District) and the City of Madera (City) to assign (2) school resource officers (SRO's) to provide law enforcement services to the District for the 2014-2015 school year.**

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

The Board requested that staff research more options for 2015/16.

**MOTION NO. 33-2014/15  
DOCUMENT NO. 77-2014/15**

- G. Approval of Service Agreement between Madera Unified School District and Educational Resource Consultants (ERC) to evaluate the California Career Pathways Trust (CCPT) project for the 2014-15 school year.

Superintendent González requested approval of this item.

President Salvador opened the item for public comment. Seeing no one come forward President Salvador closed public comment and brought the item to the Board for questions and comments.

**It was moved by Trustee Rodriguez, seconded by Trustee Seibert and unanimously carried to approve the Service Agreement between Madera Unified School District and Educational Resource Consultants (ERC) to evaluate the California Career Pathways Trust (CCPT) project for the 2014-15 school year.**

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

**MINUTE RECORD of Madera Unified School District Board of Education  
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Noes: None  
Absent: None  
Abstained: None

**MOTION NO. 34-2014/15  
DOCUMENT NO. 78-2014/15**

- H. Approval to award RFP No. 081414 - Underwriting Services for General Obligation Bond - November 2014

Superintendent González requested approval of this item. Sandon Schwartz, Assistant Superintendent of Administrative and Support Services answered questions from the Board.

President Salvador opened the item for public comment. Seeing no one come forward President Salvador closed public comment and brought the item back to the Board for questions and comments.

**It was moved by Trustee Velarde-Garcia, seconded by Trustee Cogdill, and unanimously carried to approve award RFP No. 081414 - Underwriting Services for General Obligation Bond - November 2014.**

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

**MOTION NO. 35-2014/15  
DOCUMENT NO. 79-2014/15**

- I. Approval of 2013-14 Unaudited Actuals Financial Reports

Superintendent González requested approval of this item. Teri Bradshaw, Director of Fiscal Services gave a presentation titled "2013-14 Unaudited Actuals 2014-15 Modified Budget" and answered questions from the Board.

President Salvador opened the item for public comment.

David Holder, Madera, MUTA President, commented on the budget.

Seeing no others come forward President Salvador closed public comment and brought the item back to the Board for questions and comments.

**It was moved by Trustee Velarde-Garcia, seconded by Trustee Rodriguez and carried by majority to approve the 2013-14 Unaudited Actuals Financial Reports.**

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



**MINUTE RECORD of Madera Unified School District Board of Education  
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**MOTION NO. 36-2014/15  
DOCUMENT NO. 80-2014/15**

**J. Approval of Commercial Warrant Listing**

Superintendent González requested approval of this item.

Trustee Garibay requested to be recused from voting on this item.

President Salvador opened the item for public comment. Seeing no one come forward, President Salvador brought the item back to the Board for questions and comments.

**It was moved by Trustee Velarde-Garcia, seconded by President Salvador, and carried by majority to approve the Commercial Warrant Listing.**

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

**MOTION NO. 37-2014/15  
DOCUMENT NO. 81-2014/15**

**11. Announcements**

President Salvador made the following announcements:

The Wellness Committee will be resuming their meetings this month. The next meeting has been scheduled for September 17, at 6:00 p.m., at the Child Nutrition Conference Center.

The Madera County Office of Education will hold their Excellence in Education Awards on Thursday, October 9 at the Madera Municipal Golf Course. Each Trustee has received a personal invitation tonight. Please RSVP to Gladys if you are planning on attending.

Superintendent González announced that the Citizen's Bond committee will meet next Monday, September 15 at 5:30 p.m. at the Harvest Church.

Trustee Arredondo announced that the JBT Golf Tournament that took place on September 12 raised over \$9,000 for our scholarships and grants.

**12. Miscellaneous**

**A. Board Member Committee and Information Reports**

Trustee Garibay informed the Board that he attended the MCSBA meeting in August. The committee has requested that each Board member contribute \$20 to the annual fundraiser for scholarships. Trustee Garibay also invited administrators to contribute to the scholarships fund.

**MINUTE RECORD of Madera Unified School District Board of Education  
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Trustee Salvador highlighted the results of the Cross Country meet that took place this past Saturday.

**13. Advanced Planning**

**President Salvador made the following announcements:**

**Next Board Workshop Meeting**

**Tuesday, September 16, 2014 at 5:30 p.m.**

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

**Next Regular Board Meeting**

**Tuesday, September 23, 2014 at 7:00 p.m.**

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


**14. Suggested Future Agenda Items**

Trustee Cogdill requested a report on the status of the garbage contract that is going to expire soon. Susan Harautuneian, Director of Purchasing, reported that the contract will be announced tomorrow.

Trustee Garibay requested a Board discussion on possible modifications on transfers made from general fund to Fund 40.

**15. Adjournment – Motion No. 38-2014/15**

President Salvador adjourned the Public Session at 12:00 a.m. September 10, 2014.

  
\_\_\_\_\_  
Gladys A. Wilson, Senior Administrative Assistant  
to the Superintendent and the Board of Trustees

Dated: September 10, 2014

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 9<sup>TH</sup> DAY OF SEPTEMBER, 2014**

**MINUTES OF SEPTEMBER 9, 2014**

MOTION NO. 25-2014/15 through NO. 27-2014/15 and MOTION NO. 37-2014/15

RESOLUTION NO. 9-2014/15 AND NO. 10-2014/15

DOCUMENTS NO. 68-2014/15 through NO. 75-2014/15 and DOCUMENT NO. 81 -2014/15

**Recapitulation of Business Transactions and Warrants – Exhibit A  
Staff Changes and Coaches – CONSENT AGENDA**

<b>BUSINESS TRANSACTIONS</b>	
<b>APPROVAL OF COMMERCIAL WARRANTS</b>	
BOARD DATE: September 9, 2014	
Warrants 08/13/14 thru 08/20/2014	
<b>FUND</b>	<b>AMOUNT</b>
01 GENERAL FUND	\$1,924,682.93
11 ADULT EDUCATION	\$2,443.57
12 CHILD DEVELOPMENT	\$11,701.81
13 CAFETERIA	\$40,195.95
14 DEFERRED MAINTENANCE	\$249,460.32
15 PUPIL TRANS EQUIP	\$0.00
17 STONE SCHLRSHIP TRUST	\$0.00
21 BUILDING FUND-BOND PROCEEDS 2003	\$0.00
25 DEVELOPERS' FEES	\$27,372.45
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	\$0.00
40 SPECIAL RESERVE	\$2,430.00
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	\$1,230,017.50
67 INSURANCE RESERVE	\$0.00
73 MUSD TRUST FUND	\$0.00
74 ATHLETIC FUND	\$0.00
<b>TOTAL ALL FUNDS</b>	<b>\$3,488,304.53</b>
<b>PAYROLL</b>	
<b>NO PAYROLL</b>	<b>(INCL'S PD BENEFITS)</b>
01 GENERAL	\$0.00
11 ADULT EDUCATION	\$0.00
12 CHILD DEVELOPMENT	\$0.00
13 CAFETERIA	\$0.00
25 DEVELOPER FEES	\$0.00
35 SCHOOL FACILITIES FUND	\$0.00
74 ATHLETIC FUND	\$0.00
<b>PAYROLL TOTAL ALL FUNDS</b>	<b>\$0.00</b>
<b>BY: CAROLYN ZARAGOSA, ACCOUNTS PAYABLE</b>	
<b>8/21/2014</b>	
<b>BY: JANET PAVLOVICH, POSITION CONTROL</b>	
<b>9/11/2014</b>	

# MINUTE RECORD of Madera Unified School District Board of Education REGULAR BOARD MEETING HELD ON THE 9<sup>TH</sup> DAY OF SEPTEMBER, 2014

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. 25-2014/15 DOCUMENT NO. 37-2014/15

### 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>
1. Melissa Reyes	Teacher	Parkwood	08/30/14	Resignation
2. Ramon Cuevas	Teacher	MHS	08/29/14	Resignation

### CERTIFICATED NEW POSITION

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Teacher		La Vina	2014/2015	New Position
2. Teacher		Dixieland	2014/2015	New Position

### CERTIFICATED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Joanne Glantz	Teacher –ROP	MHS	2014/2015	Replacement
2. Nicole Erickson	Teacher	Parkwood	2014/2015	Replacement
3. Melissa Schneider	TSA – RtI (.46)	Parkwood	2014/2015	New Position
4. AnaLisa Luna	School Psychologist	Special Services	2014/2015	Replacement
5. Hilda Zamudin	School Nurse	District	2014/2015	New Position
6. Giana Toschi	School Nurse	District	2014/2015	New Position
7. Tina Gonzalez	School Nurse	District	2014/2015	New Position
8. Cynthia Sanchez	Teacher	Adult Ed	2014/2015	Replacement

<p align="center"><b>MINUTE RECORD of Madera Unified School District Board of Education</b>  <b>REGULAR BOARD MEETING HELD ON THE 9<sup>TH</sup> DAY OF SEPTEMBER, 2014</b></p>
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**EXHIBIT B – CLASSIFIED HUMAN RESOURCES ITEMS**  
**MOTION NO. 25-2014/15**  
**DOCUMENT NO. 37-2014/15**

**CLASSIFIED LEAVES OF ABSENCE**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Angelina Saldana	Classroom Aide (Preschool)	Madison	8/27/14-11/1/14	Personal Leave

**CLASSIFIED SEPARATIONS**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1.				

**CLASSIFIED NEW POSITION**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. CN Cashier		Child Nutrition	2014/2015	3.5	New Position

**CLASSIFIED EMPLOYMENT**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. Marilyn Garcia	CN Cashier	Child Nutrition	2014/2015	3.5	Replacement
2. Veronica Pedroza	CN Cashier	Child Nutrition	2014/2015	3.5	Replacement
3. Debra Lopez	Admin Secretary/Dept.	Special Services	2014/2015	8.0	Replacement

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 9<sup>TH</sup> DAY OF SEPTEMBER, 2014**

**EXHIBIT C - FIELD TRIPS  
MOTION NO. 25-2014/15  
DOCUMENT NO. 74-2014/15**

<b>Date</b>	<b>School</b>	<b>Name</b>	<b>Field Trip - # of Students</b>	<b>Location</b>	<b>Cost</b>	<b>Funding</b>	<b>Vehicle Type</b>
9/12/14 to 9/13/14	MSHS	Eloy Quintana	Cross Country Invitational 19 Students - 4 Adults	Laguna Hills, CA	\$1290 Transportation \$680 Lodging	MSHS Athletics Boosters	Vans Hotel
9/20/14 to 9/21/14	MSHS	Eloy Quintana	Cross Country Invitational 19 Students - 4 Adults	Costa Mesa, CA	\$1260 Transportation \$725 Lodging	MSHS Athletics Boosters	Vans Hotel

**MINUTE RECORD of Madera Unified School District Board of Education  
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**EXHIBIT C - EMPLOYEE CONFERENCE  
MOTION NO. 25-2014/15  
DOCUMENT NO. 75-2014/15**

10/28/14 to 11/01/14	MSHS	Brent Gage Tim Deniz Crystal Luera	National FFA Convention  3 –Employees	Louisville, Kentucky	\$8625 – Perkins	Airplane /Rental
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## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Adoption of Resolution No.16-2014/2015: July 31, 2014  
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. 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 \$26,801,028 and a projected increase in expense for all funds of \$46,948,858, which reflects allocating the carryover from Fiscal Year 2013/14.

The expense and loan transfer resolution represents \$1,743.82 in expense transfer and the following transfer of funds: \$1,260,231 transfer to Fund 14 – Deferred Maintenance, \$600,000 transfer to Fund 11 – Adult Education, and \$200,000 loan to Fund 12 – Child Development.

**Superintendent's recommendation:**

Superintendent recommends adoption of this resolution.

**Supporting documents attached:**

Budgetary Transfers, Resolution No.16-2014/2015  
Income and Expense Budgetary Transfers, by Object, as of July 31, 2014  
Interfund Expense and Loan Transfers, Resolution No.16-2014/2015  
Cash Transfer Activity July 1, 2014 to July 31, 2014



**MADERA UNIFIED SCHOOL DISTRICT**  
Madera, California  
**BUDGETARY TRANSFERS RESOLUTION No.16-2014/15**

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 7/1/14 to 7/31/14 are submitted for your approval:

(Worksheet 01)	FUND	07/01/14 Beginning Balance	Net Change in Fund Balance	07/01/14 Adjusted Beginning Balance	July 31, 2014			Audit Adjustments	Projected Fund Balance Given all Revisions	Breakdown of Projected June 30, 2015 Fund Balance			
					Proposed Budget		*Non- Spendable			Restricted	Committed	** Assigned	***Unassigned (includes 3% REU)
					INCOME	EXPENSE							
01 GENERAL	\$	45,651,775	\$ (5,507,787)	\$ 40,143,988	\$ 6,777,258	\$ 10,801,681	\$ -	\$ 36,119,565	600,835	-	-	3,668,643	31,850,086
11 ADULT EDUCATION		936,564	-	936,564	34,250	968,814		2,000	2,000	-	0	-	-
12 CHILD DEVELOPMENT		73,015	-	73,015	385,845	458,860		(0)	-	(0)	-	-	-
13 CAFETERIA		4,986,230	(526,402)	4,459,828	-	-		4,459,828	269,677	4,190,151	-	-	-
14 DEFERRED MAINT.		200	1,000	1,200	-	-		1,200	-	-	1,200	-	-
21 BUILDING FUND - BOND PROCEEDS		13,612,260	64,250	13,676,510	4,438,556	15,140,043		2,975,023	-	2,975,023	-	-	-
25 DEVELOPER FEES		4,900,794	1,284,723	6,185,517	-	-		6,185,517	-	6,185,517	-	-	-
27 REDEVELOPMENT AGENCY		225,012	1,200	226,212	-	-		226,212	-	226,212	-	-	-
35 COUNTY SCHOOL FACILITIES		3,822,969	(53,927)	3,769,042	15,165,119	18,118,376		815,785	-	815,785	-	-	-
40 SP RESERVE-CAPITAL OUTLAY		4,718,543	1,368,315	6,086,858	-	1,440,757		4,646,101	-	4,646,101	-	-	-
41 SP RESERVE-BUILDING		274,605	12,271,335	12,545,940	-	-		12,545,940	-	12,545,940	-	-	-
56 DEBT SERVICE FUND		1,009,069	2,500	1,011,569	-	-		1,011,569	-	1,011,569	-	-	-
73 FOUNDATION TRUST-SCHOLAR.		58,978	400	59,378	-	20,327		39,051	-	39,051	-	-	-
75 FOUNDATION TRUST-MEM SCHLR		2,329	15	2,344	-	-		2,344	-	2,344	-	-	-
TOTAL ALL FUNDS		80,272,341	8,905,622	89,177,963	26,801,028	46,948,858		69,030,133	\$ 872,512	\$ 32,637,691	\$ 1,200	\$ 3,668,643	\$ 31,850,086

\*Stores, Revolving Cash, Prepaid Expenses      \*\*G.A.S.B. 16 Vacation Accrual, Carryover, Other Board-Approved

PASSED AND ADOPTED by the Governing Board of the Madera Unified School District this 23rd day of September, 2014 by the following votes:

MADERA UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

AYES: ABSENT:

NOES: ABSTAINED:

ATTEST: \_\_\_\_\_  
**Edward C. González, Superintendent**

## INCOME BUDGET TRANSFERS

## EXPENSE BUDGETARY TRANSFERS

9/8/2014 9:47 AM Budget Trnsfrs 14-15 by Object - alg

**JULY INCOME & EXPENSE BUDGETARY TRANSFERS**  
**PERIOD ENDING 07/31/14**

**INCOME BUDGET TRANSFERS**

Jrnl.	Description	Unrestr.	Restr.	Fund 35	Fund 40	Fund 41	Fund 56	Fund 73	Fund 75	Total
8010-8099	Revenue Limit Sources	2,878,986	-							2,878,986
8100-8299	Federal Revenues	-	3,387,610							3,383,741
8300-8599	Other State Revenues	-	14,260	25,076						425,181
8600-8799	Other Local Revenues	5,782	455,035							498,936
8910-8929	Interfund Transfers In	-	-	15,140,043						15,140,043
8930-8979	Other Sources	-	35,585							4,474,141
8980-8999	Contributions	(7,722)	7,722							-
<b>JULY TOTAL FROM RESERVE</b>		<b>2,877,046</b>	<b>3,900,212</b>	<b>15,165,119</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>26,801,028</b>

**EXPENSE BUDGETARY TRANSFERS**

Jrnl.	Description	Unrestr.	Restr.	Fund 35	Fund 40	Fund 41	Fund 56	Fund 73	Fund 75	Total
1000-1999	Certificated Salaries	38,760	49,304							110,587
2000-2999	Classified Salaries	200,953	319,721							524,982
3000-3999	Employee Benefits	33,701	(155,322)							(101,039)
4000-4999	Books and Supplies	560,667	4,473,641	72						6,382,965
5000-5999	Services, Other Operating Expenses	125,349	1,893,329	81,610	6,672			20,327		1,315,048
6000-6999	Capital Outlay	(16,043)	1,641,551	18,036,694	1,434,085					21,921,943
7100-7299	Other Outgo	1,654,329	-							1,654,329
7300-7399	Direct Support/Indirec Costs	(208,957)	190,698							-
7431-7439	Uses (Debt Service Payments)	-	-							-
7610-7629	Interfund Transfers Out	-	-							15,140,043
<b>JULY TOTAL FROM RESERVE</b>		<b>2,388,759</b>	<b>8,412,922</b>	<b>18,118,376</b>	<b>1,440,757</b>	<b>-</b>	<b>-</b>	<b>20,327</b>	<b>-</b>	<b>46,948,858</b>

**MADERA UNIFIED SCHOOL DISTRICT**  
**Expense and Loan Transfers Between Funds**  
**Resolution No.16-2014/15**

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 07/01/14 to 07/31/14 are submitted for approval:

<b>Fund Totals</b>	<b>Debit</b>	<b>Credit</b>	<b>Difference</b>
01 - General Fund	\$ 1,743.82	\$ 2,060,231.00	\$ (2,058,487.18)
11 - Adult Education	600,000.00	0.00	600,000.00
12 - Child Development	200,000.00	0.00	200,000.00
13 - Cafeteria	0.00	1,743.82	(1,743.82)
14 - Deferred Maintenance	1,260,231.00	0.00	1,260,231.00
25 - Capital Facility/Developer Fees	0.00	0.00	-
35 - County School Facilities Fund	0.00	0.00	-
<b>Grand Total</b>	<b>\$ 2,061,974.82</b>	<b>\$ 2,061,974.82</b>	<b>\$ -</b>

PASSED AND ADOPTED by the governing board of the Madera Unified School District this  
this 23rd day of September, 2014 by the following votes:

MADERA UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

Edward C. González, Superintendent

# Madera Unified School District

September 8, 2014 12:02 pm

## Cash Transfer Activity 07/01/2014 to 07/31/2014 Journal se to wr

Page 1 of 2

Journal No.	Description	Date	Debit	Credit
SE9	Stock Expenditure	07/16/2014		
	01 - General Fund		3.88	
	13 - Cafeteria			3.88
SE14	Stock Expenditure	07/16/2014		
	01 - General Fund		92.44	
	13 - Cafeteria			92.44
TF1	Interfund Cash Transfer	07/18/2014		
	01 - General Fund			1,860,231.00
	11 - Adult Education		600,000.00	
	14 - Deferred Maintenance		1,260,231.00	
TF2	Manual Cash Transfer (Interfund) Journal Entry	07/25/2014		
	01 - General Fund		831.00	
	13 - Cafeteria			831.00
TF10	InterFund Cash Transfer	07/31/2014		
	01 - General Fund			200,000.00
	12 - Child Development		200,000.00	
WO8	Manual Work Order Expense Journal Entry	07/31/2014		
	01 - General Fund		816.50	
	13 - Cafeteria			816.50





## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Request Approval of Environmental Consulting Services Agreement between Madera Unified School District and Neil O. Anderson and Associates to prepare a groundwater investigation work plan

**Responsible Staff:** **Sandon Schwartz, Asst. Supt. of Administrative & Support Services**  
Rosalind Cox, Director of Facilities Planning & Construction Mgmt.

**Agenda Placement:** Consent

**Background/ rationale:**

Staff has been working with Neil O. Anderson, the environmental consultants that were approved by the Board on March 11, 2014, to close the underground storage tank leak case with the Central Valley Regional Water Quality Control Board.

Based on the results, after an investigation was completed, it is recommended that four (4) groundwater monitoring wells be installed to delineate the lateral extent of the groundwater contaminant plume, enable groundwater monitoring, and assess plume stability, as required for case closure. The Water Board concurs with these recommendations. A work plan detailing the required groundwater investigation must be submitted to the Water Board by October 15, 2014.

Neil O. Anderson proposes to prepare a Groundwater Investigation Work Plan. The Plan will specifically include the following: a summary of case history, current data gaps in the Conceptual Site Model and Low-Threat Underground Storage Tank Case Closure Policy, a description of investigation activities to fill data gaps, a description of proposed monitoring well installation activities, a proposed sampling and analysis plan for quarterly monitoring events, and an anticipated schedule.

**Financial impact:** \$8,175. Fund 40 will be used.

**Superintendent's recommendation:**

The Superintendent recommends approval of this Environmental Consulting Services Agreement between Madera Unified School District and Neil O. Anderson and Associates.

**Supporting documents attached:**

- Proposal and Environmental Consulting Services Agreement

September 5, 2014  
Proposal Number: PES140051

Rosalind Cox  
Madera Unified School District  
1902 Howard Road  
Madera, CA 93637

Subject: M.U.S.D. Transportation Department RB Case #5T20000192  
Groundwater Investigation Work Plan Proposal  
1000 West Olive Avenue  
Madera, Madera County, California

Dear Rosalind,

As requested, Neil O. Anderson and Associates (NOA) is pleased to furnish you with our proposal to prepare a Groundwater Investigation Work Plan for the above-referenced property, as part of a leaking underground storage tank (LUST) cleanup case, RB #5T20000192, regulated by the Central Valley Regional Water Quality Control Board (Water Board).

The Water Board Report Review letter dated August 28, 2014, requests submittal of a work plan by October 15, 2014 to conduct a groundwater investigation at the subject property. The scope of services outlined herein concerns the required work plan. The work detailed in the work plan will be addressed in a separate cost proposal, subsequent to completion of the work plan and Water Board approval.

## BACKGROUND

### Site History

The subject property previously consisted of a Bus Maintenance Facility that was part of the Madera Unified School District (M.U.S.D.) Transportation Department. Four (4) USTs were associated with this facility: one (1) 12,000-gallon gasoline tank (T1), one (1) 5,000-gallon Diesel tank (T2), one (1) 10,000-gallon Diesel tank (T3) and one (1) 500-gallon motor oil tank (T4). All known USTs and dispensers have been removed from the subject property.

The 500 gallon motor oil tank (T4) was excavated on February 24, 1989. Leakage and over-spillage of the tank was evident during excavation. This case has been closed by the Madera County Environmental Health Department (MCEHD). The 12,000-gallon Gasoline tank (T1), 5,000-gallon Diesel tank (T2), 10,000-gallon Diesel tank (T3) and three (3) associated dispensers (D1 thru D3) were removed from the subject property on December 30, 1998. A May 1999 investigation found gasoline contamination to extend to a depth of 45 feet bgs beneath Dispenser 1. The MCEHD opened a leaking underground storage tank case for the site. Multiple site

investigations and groundwater monitoring events were performed for the subject property from May 1999 through July 2003.

In a letter dated August 3, 2004 the MCEHD stated that groundwater monitoring may be terminated at the site. A summary of all sampling, both soil and groundwater, that has been done at the site that includes the identification of receptors, future use of the property, a discussion of the risk of leaving the remaining soil contamination in place, and an estimate of the amount of contamination remaining in the soil was required to be submitted. There are no records that these requirements were submitted to the MCEHD; the case was not closed.

The Water Board became the regulatory agency for this case (RB Case 5T20000192) in 2013. In a letter dated August 14, 2013 the Water Board identifies the M.U.S.D. as the owner and therefore responsible party for this UST release site and as such is required by State regulations to investigate, and if necessary, remediate the release.

### Regulatory Compliance

According to the State Water Resources Control Board, LUST cases that meet the general and media-specific criteria described in the Low-Threat Underground Storage Tank Case Closure Policy (LTCP) pose a low threat to human health, safety or the environment and are appropriate for closure pursuant to Health and Safety Code section 25296.10. Cases that meet the criteria in the LTCP do not require further remedial action and will be issued a uniform closure letter.

The subject property is a LUST case regulated by the Water Board, and as such is subject to the LTCP requirements. A Preliminary Site Assessment and Investigation, dated July 31, 2014, was performed by NOA pursuant to the LTCP to determine the need for further investigation, remedial action, or eligibility for closure.

### Preliminary Site Assessment and Investigation

NOA prepared a Preliminary Site Assessment and Investigation, dated July 31, 2014, for the underground storage tank release at the subject property. This investigation was conducted per the Water Board, RB Case #5T20000192, in accordance with the Preliminary Site Assessment and Investigation Work Plan prepared by NOA, originally dated December 18, 2014, approved by the Water Board with modifications on January 22, 2014, and modified on January 31, 2014. The purpose of this investigation was to gather data in order to evaluate the case for closure under the LTCP or to determine the need for remedial action. The investigation identified contaminated soil to a depth of approximately 45 feet below ground surface (bgs), impacted groundwater, and high levels of Volatile Organic Compounds (VOCs) in soil vapor. In addition, the following data gaps in the LTCP were identified:

- A complete Conceptual Site Model (CSM) has not been developed;
- Secondary source removal has not been attempted;
- Groundwater media-specific criteria needs further investigation;
- Outdoor air exposure media-specific criteria requires a site-specific human health risk assessment.





Based on the results and remaining data gaps, further investigation, characterization, and monitoring of groundwater was recommended. In particular, NOA recommended the installation of four (4) groundwater monitoring wells to delineate the lateral extent of the groundwater contaminant plume, enable groundwater monitoring, and assess plume stability, as required for case closure. NOA recommended at least four groundwater monitoring events to assess the stability of the contaminant plume. NOA further recommended using the analytical data collected from the Preliminary Site Assessment and Investigation, previous investigations, and the recommended groundwater monitoring to prepare a site-specific human health risk assessment. The risk assessment will evaluate the current risk of outdoor air exposure, vapor intrusion to indoor air, and groundwater ingestion. The risk assessment will include an evaluation of the case for closure under the LTCP if applicable, or detail recommended remedial action.

In the Water Board Report Review letter dated August 28, 2014, Water Board staff states concurrence with these recommendations. The Water Board further concurs that groundwater monitoring should be performed prior to a site-specific risk assessment, as the data may influence the need for or scope of remediation. A work plan detailing the required groundwater investigation must be submitted to the Water Board by October 15, 2014. The scope of services outlined herein is in regards to the requested work plan.

### SCOPE OF SERVICES

NOA proposes to prepare a Groundwater Investigation Work Plan pursuant to the Water Board Report Review, dated August 28, 2014. The Work Plan will detail a groundwater investigation that involves the installation of four (4) groundwater monitoring wells and a minimum of four (4) quarterly monitoring events. The Work Plan will design an investigation to delineate the lateral extent of the groundwater contaminant plume and assess plume stability, as required for case closure under the LTCP. The groundwater investigation will further characterize the site, develop the Conceptual Site Model (CSM), and determine the need for remedial action.

The Work Plan will specifically include the following: a summary of case history, current data gaps in the Conceptual Site Model (CSM) and LTCP, a description of investigation activities to fill data gaps, a description of proposed monitoring well installation activities, a proposed sampling and analysis plan for quarterly monitoring events, and an anticipated schedule. The Work Plan will utilize data from previous assessments, including data, conclusions and recommendations from NOA's Preliminary Site Assessment and Investigation. The report will be submitted directly to the Water Board and the M.U.S.D.



### SCHEDULE OF FEES

Our base fee for the Groundwater Investigation Work Plan will be \$8,175 in accordance with the following table.

WORK PLAN COST ESTIMATE	
ITEM	COST
Research/Coordination/Meetings	\$3,375
Report Preparation	\$4,500
Administration and Report Production	\$300
TOTAL	\$8,175

This fee includes the production of three bound copies of the final report and one to two meetings/conference calls with the Water Board. Based on continuous correspondence with the Water Board, it is anticipated that the Work Plan will be approved without extensive revisions. However, if any unforeseen conditions are encountered that require such modifications, revisions would be performed in addition to this cost proposal. If any changes are encountered that may affect the cost of these services you will be notified prior to proceeding.

A copy of our standard contract is attached for your review and approval. A signed copy of this proposal package will indicate acceptance of the standard terms of our contract, and our study will initiate immediately.

### SCHEDULE OF SERVICES

Our normal turnaround time is approximately 4 to 5 weeks. We are prepared to commence our study upon receipt of the signed proposal package. If the signed proposal package is received by the week of September 8, 2014, the Work Plan will be submitted to the Water Board prior to the October 15, 2014 deadline.

If a facsimile/email is received, we will assume that all conditions contained in the Services Agreement are acceptable and in effect. If additional insurance or liability coverage is desired, NOA reserves the right to modify its proposal/fee. Additionally, if an alternative contract is desired, some delays may be incurred as a consequence of our review.

Upon completion of the Work Plan and approval by the Water Board (estimated to take 4 weeks), our firm will provide an additional proposal for the scope of services as illustrated in the final Work Plan.



Neil O. Anderson and Associates appreciates this opportunity and looks forward to being of service in the completion of your project. Please do not hesitate to contact our office should you have any questions about this proposal.

Sincerely,  
*NEIL O. ANDERSON & ASSOCIATES, INC.*  
*Lodi Office*



Garret S.H. Hubbard, Principal  
Geotechnical Engineer #2588



Heather. R. Shaddox, Project Manager  
GIT No. 507



## Environmental Consulting Services Agreement

### PARTIES

This Agreement between:

Madera Unified School District  
1902 Howard Road  
Madera, CA 93637  
(559) 675-4548

Hereinafter called "Client"

Neil O. Anderson & Associates, Inc.

902 Industrial Way

Lodi, CA 95240

(209) 367-3701

Hereinafter called "NOA" FEIN#: 680251001

### PROJECT

Client engages NOA to provide services for the project generally described as:

M.U.S.D. Transportation Department Groundwater Investigation Work Plan

1000 West Olive Ave, Madera, Madera County

### SCOPE OF SERVICES

NOA agrees to perform services as follows:

Environmental Services per the attached proposal number PES140051

Any additional services requested will be invoiced in accordance with NOA's then-current schedule of fees. The Client will be responsible for any additional fees invoiced to the Client by NOA as a result of unforeseen delays in work progress or retesting resulting from the inability of the Client's separate contractors, consultants, agents, and other representatives to produce a work product in conformance with the project plans and specifications.

### COMPENSATION

Payment will be due upon receipt of NOA's reports and related invoices. In the event that an invoice remains unpaid after 30 days from date of invoice, interest will begin to accrue from the date of the invoice at the rate of 1.5% per month.

### INSURANCE

Neil O. Anderson & Associates, Inc. carries coverage in excess of all insurance required by law. Additional costs for extra insurance certificates, co-insurance endorsements, or additional insurance or bonds will be charged to the client at cost plus 20%.

### ALLOCATION OF RISK

*Limitation of Liability.* The total cumulative liability of NOA, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "NOA Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by NOA under this Agreement or \$50,000, whichever is less; provided, however, that such liability is further limited as described within the following pages of this agreement. Upon Client's written request, NOA and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in NOA's fee, provided that they amend this Agreement in writing as provided in Section 19 on the following pages of this agreement.

*The parties have read and understand completely the Terms and Conditions attached to this document which are incorporated herein as part of this Agreement and willingly enter into this Agreement which shall become effective on the date signed by the Client below.*

"Client" Madera Unified School District

"NOA" Neil O. Anderson & Associates, Inc.

Signature of Authorized Representative

Garret S. Hubbard, GE 2588  
Authorized Representative

Name (Typed or written)

Date

Title

Date

Please be aware that by signing this agreement you acknowledge that:

- NOA does not third-party bill.
- All Consulting and/or engineering services arranged by you on behalf of your client will be billed directly to you.

**PLEASE INITIAL AT THE BOTTOM OF ATTACHED TERMS & CONDITIONS**



## ENVIRONMENTAL CONSULTING TERMS & CONDITIONS

### 1. DEFINITIONS

**1.1. Contract Documents.** Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

**1.2. Contractor.** The contractor or contractors, and including its/their subcontractors of every tier, retained to perform investigatory work on the Project for which NOA is providing Services under this Agreement.

**1.3. Day(s).** Calendar day(s) unless otherwise stated.

**1.4. Hazardous Materials.** Any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

**1.5. Governmental Agencies.** All federal, state and local agencies having jurisdiction over the Project.

**1.6. Services.** The professional services provided by NOA as set forth in this Agreement, the PROPOSAL included in Exhibit A and any written amendment to this Agreement.

**1.7. Work.** The labor, materials, equipment and services required to complete the work described in the Contract Documents.

### 2. SCOPE OF SERVICES

NOA will perform the Services set forth in the PROPOSAL, which may be amended by Client and NOA in writing.

**2.1. Changes in Scope.** If NOA provides Client with a notice in writing confirming a change in the PROPOSAL, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by NOA on the Project are subject to the terms and limitations of this Agreement. If NOA provides Services, but the parties do not reach agreement concerning modifications to the PROPOSAL or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 18, "Disputes."

**2.2. Licenses.** NOA will procure and maintain business and professional licenses and registrations necessary to provide its Services.

**2.3. Excluded Services.** NOA's Services under this Agreement include only those Services specified in the PROPOSAL.

**2.3.1. General.** Client expressly waives any claim against NOA resulting from its failure to perform recommended additional Services that Client has not authorized NOA to perform, and any claim that NOA failed to perform services that Client instructs NOA not to perform.

**2.3.2. Biological Pollutants.** NOA's PROPOSAL specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. NOA's PROPOSAL will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that NOA has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless NOA from all claims by any third party concerning Biological Pollutants.

### 3. PAYMENTS TO NOA

**3.1. Basic Services.** NOA will perform all Services set forth in the PROPOSAL AND SCHEDULE OF CHARGES for the amount(s) set forth therein.

**3.2. Additional Services.** Any Services performed under this Agreement, except those Services expressly identified in the attached PROPOSAL, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

**3.3. Estimate of Fees.** NOA will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by NOA. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that NOA will not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

**3.4. Rates.** Client will pay NOA at the rates set forth in the PROPOSAL.

**3.4.1. Changes to Rates.** Client and NOA agree that the PROPOSAL is subject to periodic review and amendment, as appropriate to reflect NOA's then-current fee structure. NOA will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and NOA and Client cannot agree upon a new fee structure within 30 days after notice, NOA may terminate this Agreement and be compensated as set forth under Section 17, "Termination."

**3.4.2. Prevailing Wages.** Unless Client specifically informs NOA in writing that prevailing wage regulations cover the Project and the PROPOSAL identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless NOA from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

**3.5. Payment Timing; Late Charge.** All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1½% per month or the highest rate permitted by law.

### 4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

**4.1. Professional Standards.** Client acknowledges that Projects that include hazardous or toxic materials and/or investigations of chemicals in the environment involve inherent uncertainties, such as limitations on laboratory analytical methods and variations in subsurface conditions. Such uncertainties may adversely affect a Project's results, even though the Services are performed with skill and care.

**4.1.1. Evolving Technologies.** The investigation, characterization and investigation of hazardous wastes involve technologies which are rapidly evolving. Existing state-of-the-art technologies are often new and untried, and future technologies may supersede current techniques. In addition, standards for investigation, including statutes and regulations, change with time. Client understands that NOA's recommendations must be based upon current technologies and standards and may differ from the recommendations that might be made at a later time.

**4.1.2. Level of Service.** NOA offers different levels of Environmental Consulting Services to suit the desires and needs of different clients. Although the possibility of error can never be





eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of service adequate for its purposes. Client has reviewed the PROPOSAL and has determined that it does not need or want a greater level of service than that being provided.

**4.1.3. Standard of Care.** Subject to the limitations inherent in the agreed PROPOSAL as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, NOA may perform its Services consistent with that level of care and skill ordinarily exercised by other consultants practicing in the same discipline and locale under similar circumstances at the time the Services are performed.

**4.2. No Warranty.** No warranty, express or implied, is included or intended by this Agreement.

## 5. CONTRACTOR'S PERFORMANCE

**5.1. Contractor's Performance.** NOA is not responsible for the means, methods, techniques or sequences used by Contractor during the performance of the Work. NOA will not supervise or direct Contractor's Work, nor be liable for any failure of Contractor to complete its Work in accordance with the Contract Documents or with applicable laws and regulations. Client understands and agrees that Contractor, and not NOA, has sole responsibility for the safety of persons and property at the Project Site during investigation.

**5.2. Tests.** Tests performed by NOA on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. NOA's tests and observation of the Work are not a guarantee of the quality of other parties' work and do not relieve other parties from their responsibility to perform their work in accordance with applicable plans, specifications and requirements.

## 6. ESTIMATE OF INVESTIGATORY COSTS

Client acknowledges that environmental investigation costs are subject to many influences that are not subject to precise forecasting and are outside of NOA's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by NOA and that NOA does not warrant or guaranty the accuracy of environmental investigation cost estimates.

## 7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

**7.1. Cooperation.** Assist and cooperate with NOA in any manner necessary and within its ability to facilitate NOA's performance under this Agreement.

**7.2. Representative.** Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

**7.3. Rights of Entry.** Provide access to and/or obtain permission for NOA to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. NOA will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that NOA's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

**7.4. Relevant Information.** Supply NOA with all information and documents in Client's possession or knowledge that are relevant to NOA's Services. Client warrants the accuracy of any information supplied by it to NOA, and acknowledges that NOA is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify NOA of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

**7.5. Subsurface Structures.** Correctly designate the location of all subsurface structures on plans to be furnished to NOA such as pipes, tanks, cables and utilities within the property lines of the Project Site(s) and be responsible for any damage inadvertently caused by NOA to any such structure or utility not so designated. NOA is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to NOA.

**7.6. Manifests.** Execute all manifests or other documents evidencing ownership, possession or control over Hazardous Materials.

**7.7. Notification to Authorities.** Provide all required notifications to applicable Governmental Agencies, regulatory bodies or the public related to the existence, discharge, release, disposal, and/or transportation of Hazardous Materials.

## 8. CHANGED CONDITIONS

If NOA discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), NOA will notify Client in writing of the Changed Conditions. Client and NOA agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If NOA and Client cannot agree upon amended terms and conditions within 30 days after notice, NOA may terminate this Agreement and be compensated as set forth in Section 17, "Termination."

## 9. CERTIFICATIONS

Client agrees not to require NOA to execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) NOA believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) NOA believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) NOA has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by NOA is limited to an expression of professional opinion based upon the Services performed by NOA, and does not constitute a warranty or guaranty, either expressed or implied.

## 10. ALLOCATION OF RISK

**10.1 Limitation of Liability.** The total cumulative liability of NOA Entities to CLIENT arising from services under this AGREEMENT, including attorney's fees due under this AGREEMENT, will not exceed the gross compensation received by NOA under this AGREEMENT or \$50,000, whichever is less. This limitation applies to all lawsuits, claims, or actions that allege errors or omissions in NOA's services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon CLIENT's written request, NOA and CLIENT may agree to increase the limitation to a greater amount in exchange for a negotiated increase in NOA's fee, to compensate NOA for the additional risk involved, provided that the parties amend this AGREEMENT in writing, as provided in Section 19.2 "Modification of This AGREEMENT."

**10.2 Indemnification of CLIENT.** Subject to the terms and limitations of this AGREEMENT, NOA will indemnify and hold harmless CLIENT, its shareholders, officers, directors, and employees, their heirs and assigns, from and against any and all







claims, suits, liabilities, damages, expenses (including without limitation reimbursement of reasonable attorney's fees and defense costs), and other losses (collectively "losses") caused by NOA's proportional negligence in performance of this AGREEMENT. NOA's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the extent of NOA's actual indemnity obligation hereunder.

**10.3 Indemnification of NOA.** CLIENT will indemnify and hold harmless NOA Entities from and against any and all losses except to the extent caused by the sole negligence of NOA Entities. In addition, except to the extent caused by NOA's negligence, CLIENT will defend, indemnify, and hold harmless NOA Entities from and against any and all losses arising from or related to the existence, disposal, release, discharge, treatment, or transportation of hazardous materials, or the exposure of any person to hazardous materials, or the degradation of the environment due to the presence, discharge, disposal, or release of or exposure to hazardous materials.

**10.4 No Personal Liability.** CLIENT and NOA intend that NOA's services will not subject NOA's individual employees, officers, or directors to personal liability. Therefore, and notwithstanding any other provision of this AGREEMENT, CLIENT agrees as its sole and exclusive remedy to direct or assert any claim, demand, or suit only against the business entity identified as "NOA" on the first page of this AGREEMENT.

**10.5 Consequential Damages.** Neither CLIENT nor NOA will be liable to the other for any special, consequential, incidental, or penal losses or damages, including, but not being limited to, losses, damages, or claims related to: the unavailability of property or facilities; shut-downs or service interruptions; loss of use, profits, revenue, or inventory; or for use charges, capital costs, or the cost of the claims of the other party and/or its customers.

**10.6 Deviation from Recommendations.** Unless specifically agreed otherwise in writing, CLIENT agrees that NOA bears no responsibility for ensuring CLIENT's or any other party's compliance with any specifications, procedures, or recommendations provided by NOA to CLIENT under this AGREEMENT (collectively, "recommendations"). CLIENT hereby releases NOA from all liability arising from any other party's failure to fully comply with recommendations, and CLIENT will defend, indemnify, and hold harmless NOA from any party's claims for losses arising from or related to CLIENT's or any other party's failure to fully comply with recommendations.

**10.7 Continuing AGREEMENT.** The provisions of this Section 10, "Allocation of Risk," will survive the expiration or termination of this AGREEMENT. If NOA provides services to CLIENT that the parties do not confirm through execution of a written amendment to this AGREEMENT, provisions of this Section 10 will apply to such services as if the parties had executed a written amendment.

## 11. INSURANCE

**11.1. NOA's Insurance.** NOA will obtain, if reasonably available, the following coverages:

**11.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;**

**11.1.2. Commercial General Liability Insurance** with a combined single limit of \$1,000,000;

**11.1.3. Automobile Liability Insurance,** including liability for all owned, hired and non-owned vehicles with \$1,000,000 combined single limit per occurrence; and,

**11.1.4. Professional Liability Insurance** in amounts of \$1,000,000 per claim and annual aggregate.

**11.2. Contractor's Insurance.** Client will require that all Contractors and subcontractors for the Project name NOA as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name NOA and its subcontractors and Subconsultants as additional insureds on the General Liability insurance.

**11.3. Certificates of Insurance.** Upon request, NOA and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

## 12. OWNERSHIP AND USE OF DOCUMENTS

**12.1. Client Documents.** All documents provided by Client will remain the property of Client. NOA will return all such documents to Client upon request, but may retain file copies of such documents.

**12.2. NOA's Documents.** Unless otherwise agreed in writing, all documents and information prepared by NOA or obtained by NOA from any third party in connection with the performance of the Services, including, but not limited to, NOA's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of NOA. NOA has the right, in its sole discretion, to dispose of or retain the Documents.

**12.3. Use of Documents.** All Documents prepared by NOA are solely for use by Client and will not be provided by either party to any other person or entity without NOA's prior written consent. Except as set forth herein, neither NOA nor Client will disclose, disseminate or otherwise provide such reports or information except as required for the completion of Contractor's Work or the monitoring of the Project by Governmental Agencies.

**12.3.1. Use by Client.** Client has the right to reuse the Documents for purposes reasonably connected with this Project for which the Services are provided, including without limitation design and licensing requirements of the Project unless otherwise stated in the documents.

**12.3.2. Use by NOA.** NOA retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from Services and the right to use the Documents for any purpose.

**12.4. Electronic Media.** NOA may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by NOA in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Proposal, NOA's electronic Documents and media will conform to NOA's standards. NOA will provide any requested electronic Documents for a 30-day acceptance period, and NOA will correct any defects reported by Client to NOA during this period. NOA makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

**12.5. Unauthorized Reuse.** No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without NOA's express prior written consent and





receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without NOA's express prior written consent. Client waives any and all claims against NOA resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless NOA from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in documents provided to such person or entity, published, disclosed or referred to without NOA's prior written consent.

### 13. SAMPLES AND CUTTINGS

**13.1. Sample Retention.** If NOA provides laboratory testing or analytic Services, NOA will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

**13.2. Monitoring Wells.** Client will take custody of all monitoring wells and probes installed during an investigation by NOA, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

### 14. RELATIONSHIP OF THE PARTIES

NOA will perform Services under this Agreement as an independent contractor.

### 15. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. NOA may subcontract for the services of others without obtaining Client's consent if NOA deems it necessary or desirable for others to perform certain Services.

### 16. SUSPENSION AND DELAYS

**16.1. Procedures.** Client may, at any time, by 10 days written notice suspend performance of all or any part of the Services by NOA. NOA may terminate this Agreement if Client suspends NOA's work for more than 60 days and Client will pay NOA as set forth under Section 17, "Termination." If Client suspends NOA's Services, or if Client or others delay NOA's Services, Client and NOA agree to equitably adjust: (1) the time for completion of the Services; and (2) NOA's compensation in accordance with NOA's then current SCHEDULE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by NOA for demobilization and subsequent remobilization.

**16.2. Liability.** NOA is not liable to Client for any failure to perform or delay in performance due to circumstances beyond NOA's control, including, but not limited to, pollution, contamination or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

### 17. TERMINATION

**17.1. Termination for Convenience.** NOA and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

**17.2. Termination for Cause.** In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

**17.3. Payment on Termination.** Following termination other than for a material breach of this Agreement by NOA, Client will pay NOA for the Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with NOA's then current SCHEDULE OF CHARGES.

### 18. DISPUTES

**18.1. Mediation.** All disputes between NOA and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

**18.2. Precondition to Other Action.** No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or mediation occurred but does not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

**18.3. Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws of the State of California. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the County of San Joaquin.

**18.4. Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of NOA's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

### 19. MISCELLANEOUS

**19.1. Integration and Severability.** This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is found to be void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

**19.2. Modification of This Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

**19.3. Notices.** Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

**19.4. Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.

**19.5. Waiver.** The waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

END OF TERMS AND CONDITIONS







## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Request Approval of Environmental and Geotechnical Engineering Services between Madera Unified School District and RMA GeoScience for new elementary school site

**Responsible Staff:** **Sandon Schwartz, Asst. Supt. of Administrative & Support Services**  
Rosalind Cox, Director of Facilities Planning & Construction Mgmt.

**Agenda Placement:** Consent

**Background/ rationale:**

The District is proposing to acquire approximately 19 acres of property at 14450 Road 28 to construct a new elementary school. RMA GeoScience will provide environmental and geotechnical engineering services, such as preparing the California Department of Education site approval package, CEQA compliance documents including technical studies, DTSC compliance documents, infrastructure analysis report, and geohazard study.

**Financial impact:** \$92,200. Fund 35 will be used.

**Superintendent's recommendation:**

The Superintendent recommends approval of this Environmental and Geotechnical Engineering Services between Madera Unified School District and RMA GeoScience.

**Supporting documents attached:**

RMA Proposal Number 14-G63-P

July 25, 2014

RMA Proposal Number 14-G63-P

Ms. Rosalind Cox  
Director of Facilities Planning & Construction Management  
Madera Unified School District  
1205 S. Madera Ave.  
Madera, CA 93637

Subject: Proposal for Environmental and Geotechnical Engineering Services  
New Elementary School Site  
14450 Road 28  
Madera, California

Dear Ms. Cox:

As requested, we have assembled a consulting team to provide environmental and geotechnical engineering services relative to the planned acquisition of property that will be developed with a new K-6 elementary school in Madera, California. Crawford & Bowen will be the lead environmental consultant and will be responsible for preparing the California Department of Education (CDE) site approval package, CEQA compliance documents, and providing entitlement assistance, if desired. RMA GeoScience will coordinate all of the consulting work required for this phase of the project and perform the geohazard study for the new school. Subconsultants will include: Peters Engineering for the Traffic Impact Analysis; Krazan & Associates for preparing DTSC Compliance documents; and Blair, Church & Flynn (BCF) Consulting Engineers for infrastructure analysis.

### **PROJECT UNDERSTANDING**

Based on the information you provided, the project will consist of constructing a new K-6 school on an 18.96-acre parcel that is currently a working vineyard. The project site lies on the east side of Madera at the southwest corner of Sunrise Avenue and Road 28 (Madera County Parcel No. 035-221-001) and is currently owned by Madera County. The site is under a Williamson Act Contract, which is under Non-Renewal and will be completed in 2015. Madera Unified School District (MUSD) is the lead agency, pursuant to the California Environmental Quality Act (CEQA).

## **PROJECT ASSUMPTIONS**

The following assumptions have been made relative to the proposed consulting services:

- MUSD has a facilities master plan that identifies the need for the proposed K-6 site;
- MUSD is in the process of hiring an architect for site layout/design;
- Madera County (property owner) is a willing seller and therefore eminent domain is not likely to be required; and
- MUSD will be utilizing bond funds to purchase the site.

## **SCOPE OF SERVICES**

We understand that MUSD requires the following consulting services at the present time:

- A. California Department of Education (CDE) site approval package**
- B. CEQA compliance documents, including technical studies**
- C. DTSC Compliance Documents**
- D. Infrastructure Analysis Report**
- E. Geohazards Study**
- F. Geotechnical Investigation**
- G. Madera County Entitlement Assistance (Optional)**

Details concerning the proposed scope of services for each of the above tasks is provided in the following sections.

### **A. CDE SITE APPROVAL PACKAGE**

#### **Task A1 – CDE Site Approval Package**

##### **1.1 – Project Initiation**

Crawford & Bowen will meet with MUSD and RMA GeoScience staff to discuss the schedule and the needs, goals, and requirements of the District.

**Deliverable:** Project Initiation Meeting

##### **1.2 – Prepare CDE Forms**

Crawford & Bowen will prepare the following forms for the selected site pursuant to CDE requirements:

- SFPD 4.0 – Initial School Site Evaluation
- SFPD 4.01 – School Site Approval Procedures
- SFPD 4.02 – School Site Report
- SFPD 4.03 – School Site Certification

**Deliverables:** SFPD Forms

### **1.3 – CDE Coordination**

Crawford & Bowen will coordinate with CDE field representatives and MUSD staff to answer questions, revise documents (if necessary) and to facilitate completion of the site approval process.

## **B. CEQA COMPLIANCE DOCUMENTS**

### **Project Approach**

Crawford & Bowen proposes to use as much of the existing data and information from sources such as the Madera County General Plan Environmental Impact Report and Background Report. By using as much of the existing information as possible, we can provide a cost effective method of achieving CEQA compliance. We anticipate that an Initial Study / Mitigated Negative Declaration (IS/MND) will be the appropriate level of CEQA documentation required for the project. However, should the data reveal or MUSD require that an Environmental Impact Report (EIR) be prepared, Crawford & Bowen will provide an alternate scope, fee and schedule to prepare an EIR.

### **Task B1 – Project Review**

#### **1.1 – Project Initiation and Review Existing Project Information**

Crawford & Bowen, along with RMA will meet with MUSD staff to determine the intent, scope and details of the project. A rough project description will be provided to Crawford & Bowen at this time. Lines of communication will be established and a schedule developed. Also, as part of this task, the Crawford & Bowen team will obtain and review all available background materials, in order to become fully familiar with the project and key issues.

**Deliverable:** Project Initiation Meeting

#### **1.2 – Field Reconnaissance**

Under this task, Crawford & Bowen will visit the site in order to observe existing site conditions (i.e., the baseline condition) and take photographs in order to gain a thorough understanding of the project site, surrounding areas, and sensitive nearby land uses.

### **1.3 – Project Description and Project Objectives**

Based on the results of the project initiation meeting and the materials provided by MUSD, as well as Crawford & Bowen’s review of other relevant information, a draft project description will be prepared for review and comment. The IS/MND will include a detailed project description using text and graphics inclusive of the Madera County’s regional and local setting and the project’s land uses. The project description will also include the project’s characteristics, phasing, and important features. The final project description will be used in preparing the IS/MND.

**Deliverable:** Project Description

### **Task B2 – Agricultural Conversion Study**

Crawford & Bowen will prepare an Agricultural Conversion Study for the proposed project site, as a portion of the site is designated as Prime Farmland and is under Williamson Act Contract (non-renewal has already been filed). The study will begin with a site evaluation, consisting of the following steps:

- Land Evaluation
  - Soil survey/evaluation (LCC and/or Storie Index)
  - Land capability classification rating
- Site Assessment
  - Project size rating
  - Water resources availability rating
  - Surrounding agriculture land rating
  - Surrounding protected resource land rating

Upon completion of the site evaluation, an analysis of the following will be performed:

- Proximity of site to intensive parcelization;
- Ability to be provided with urban services (i.e. sewer, water, roads, etc.);
- Ability to create a precedent-setting situation that leads to the premature conversion of prime agricultural lands.

The analysis results will be utilized to prepare a Draft Conversion Study, which will be incorporated into the Administrative Draft IS/MND.

**Deliverable:** Stand-Alone Agricultural Conversion Study

### **Task B3 – Biological Reconnaissance Study**

Crawford & Bowen will employ the help and expertise of Livewire Ecological Consulting (LEC). LEC will perform the following three tasks:

- Conduct a Pre-Site Investigation- Prior to completing the biological assessment, LEC biologists will review natural resource database accounts and other relevant literature describing natural resources in the vicinity of the site, including a search of the California Department of Fish and Wildlife's Natural Diversity Database to assess whether there are any known occurrences of State or Federal special-status species within the immediate vicinity of the area. A list of Federally Threatened and Endangered species, proposed listed species, candidate species, and federally listed Species of Concern will also be acquired from the U.S. Fish and Wildlife Service website.
- LEC will conduct a biological reconnaissance survey on the site, to assess the likelihood of occurrence of special-status species, and to examine site characteristics to determine general habitat type. The general biological review will include a survey for special status habitat such as wetlands, riparian area, or streams. Biological resources will be recorded, including dominant vegetation types and wildlife species, the level of disturbance, as well as the potential presence of vernal pools and USACE jurisdictional features.
- LEC will prepare a detailed Biological Assessment Report describing the location and acreage of sensitive-status habitats occurring on your property. This document will evaluate qualitative and quantitative plant and animal distribution information, including state or federally listed threatened and endangered species found on-site. A map depicting sensitive resources on the property will also be prepared. The report will be prepared with an emphasis on making practical recommendations for avoiding and minimizing impacts to potentially present sensitive-status species or habitats.

**Deliverable:** Stand-Alone Reconnaissance Biological Assessment

### **Task B4 – Traffic Impact Study**

Crawford & Bowen will enlist the expertise of Peters Engineering to prepare a Traffic Impact Study for the proposed project. Specific tasks include:

- A field review to ascertain the existing road conditions and traffic patterns in the project site vicinity.
- The number of vehicle trips expected to be generated will be calculated, based on information provided by MUSD and the data available in the Institute of Transportation

Engineers Trip Generation Manual, 9th Edition to the extent possible.

- A scoping letter will be prepared which will include a project description, trip generation calculations, and a trip distribution diagram for review by MUSD, County of Madera, and City of Madera to allow for input from the affected agencies.
- Manual traffic counts will be performed at the study intersections at peak hours and 24-hour counts will be performed on two road segments to establish a correlation between peak hour and daily volumes. Four intersections are anticipated to be counted.
- Intersection and road segment analysis will be performed based on discussions with the affected agencies. It is anticipated that analyses will be required for the following scenarios:
  - Existing Conditions
  - Existing Plus Project Conditions
  - Existing Plus Project Plus Approved and Pending Projects
  - Cumulative (Year 2035) Conditions Without Project
  - Cumulative (Year 2035) Conditions With Project

Future traffic volume forecasts will be based on information obtained from the Madera County Transportation Commission travel model utilizing an Increment Method. Levels of service will be calculated and significant impacts will be identified. Mitigations for impacts will be developed and the levels of service for the mitigated condition will also be evaluated.

**Deliverable:** Stand-Alone Traffic Impact Study.

## **Task B5 – Draft Initial Study / Mitigated Negative Declaration**

### **5.1 – Administrative Draft Mitigated Negative Declaration**

Utilizing the Project Description, technical studies, and other sources, Crawford & Bowen will prepare the Administrative Draft IS/MND consistent with the requirements of CEQA, relevant case law, and specifications of MUSD.

The IS/MND will include the following sections:

#### **Introduction**

The Introduction chapter will provide the basic, non-technical explanation of the IS/MND, as well as additional information relevant to the reading and understanding of the document.

#### **Project Description**

This chapter will be prepared using the project description developed in Task 1.3. A list of the discretionary actions required by MUSD, other agency approvals required



to proceed with implementation of the proposed project, and a list of responsible and other agencies expected to use the IS/MND in their decision-making will also be included.

### **Graphics**

Up to five maps will be prepared for the IS/MND and technical studies. Crawford & Bowen will also obtain and adapt maps and plans obtained from RMA and MUSD.

### **Environmental Impacts and Mitigation Measures**

Impact evaluation criteria or thresholds for determining the significance of impacts will be described for each environmental impact topic. The significance of project-related impacts will then be determined for each topical area. Impacts found to be less than significant will be described. Potentially significant impacts that can be mitigated below the level of significance will be identified, and the extent to which those impacts could be mitigated through project alternatives or changes will be demonstrated. Impacts will be quantified to the extent possible. Mitigation measures will be listed and numbered, and cross-referenced to applicable impacts.

Specific environmental topics to be addressed in IS/MND are listed and discussed further below.

- Aesthetics/Visual Resources
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology, Soils and Seismicity
- Greenhouse Gases
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation, Traffic and Circulation Utilities and Service Systems

These topics are subject to modification following input and review from MUSD staff.

### **Aesthetics/Visual Resources**

The potential aesthetics-related impacts of the proposed project will be evaluated using ground-level photographs taken at relevant vantage points by Crawford & Bowen staff. Impacts will be assessed in terms of visibility of the project, alteration of the visual setting by grading and structures, and sensitivity of viewpoints. The potential glare impacts from construction and operation of the proposed project will also be evaluated. Both the aesthetic and light and glare impacts will be assessed in



terms of visibility of the project and its components. Potential aesthetic impacts will be identified and discussed. Mitigation measures will be recommended, if necessary, to reduce any significant impacts. This analysis does not include the use of visual simulations beyond any renderings provided by the Project Proponent. If determined necessary, these would require an augmentation of the scope and budget.

### **Agricultural Resources**

The Agricultural Conversion Study prepared as part of Task B2 will be used to complete this section of the IS/MND.

### **Air Quality**

The air quality will be comprehensive and will include an evaluation of both localized and regional short-term (construction) and long-term (operation) emissions. The analysis will utilize the procedures and thresholds established in the Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI) published by the San Joaquin Valley Air Pollution Control District (SJVAPCD), as well as the state and federal ambient air quality standards. Because of its relatively small size, the project qualifies for the SPAL type analysis.

### **Biological Resources**

The project-level biological reconnaissance study prepared as part of Task B3 will be used to complete this section of the IS/MND.

### **Cultural Resources**

The project would result in disturbance and coverage of the soil. Madera County's General Plan EIR will be consulted to identify cumulative impacts and relevant mitigation measures. Crawford & Bowen will conduct a cultural resources database search through the Southern San Joaquin Valley Historical Resources Information Center at California State University, Bakersfield. Crawford & Bowen will address impacts related to historical, archaeological and other cultural resources.

### **Geology, Soils, and Seismicity**

In conjunction with the Geohazards Study that will be done by RMA GeoScience (see *Task E* below), Crawford & Bowen will address impacts related to soils, geologic hazards, and seismic safety. Effects associated with erosion, deposition, displacement, compaction or coverage of soils, alteration of topography, and geologic hazards will be analyzed. Potential impacts will be assessed and mitigation

measures included if necessary. Results of the Phase 1 Report will also be incorporated into this section.

### **Greenhouse Gases**

The greenhouse gas analysis will describe the regulatory environment of the San Joaquin Valley Air Pollution Control District, along with other State and Federal regulations. The California Emissions Estimator Model will be utilized to estimate equivalent carbon dioxide emissions, generated during both construction and operation of the new school site.

### **Hazards and Hazardous Materials**

Pursuant to CEQA, the California Department of Toxic Substances Control (DTSC) maintains a Hazardous Waste and Substances Sites List (Cortese List). As part of the Cortese list, DTSC also tracks "Calsites," which are mitigation or Brownfield sites that are subject to Annual Work Plans and/or are listed as Backlog sites, confirmed release sites that are not currently being worked on by DTSC. As part of the IS/MND, Crawford & Bowen will review the online Cortese List in order to identify any hazardous sites in the area that may have been listed. A formal Phase I and Preliminary Endangerment Assessment (if required) will be conducted (See Task C) and will be used to complete this section of the IS/MND.

### **Hydrology and Water Quality**

Crawford & Bowen will summarize existing hydrological conditions in the project area watershed and groundwater basin using existing published documentation and any drainage information provided by the Project Proponent. The analysis will consider on-site runoff and the exposure of the project site to potential flood hazards. The State Water Resources Control Board and the Regional Water Quality Control Board, Central Valley Region, have established water quality standards required by Section 303 of the Clean Water Act and the Porter-Cologne Water Quality Control Act. The hydrology and water quality analysis will address the project's compliance with the State's construction stormwater regulations. Compliance with the requirements of the National Pollutant Discharge Elimination System will also be addressed. Results of the Infrastructure Impact Analysis (See Task D1 herein) will be utilized in this section as well.

### **Land Use and Planning**

Crawford & Bowen will analyze the proposed project's impacts in terms of compatibility with existing land uses and consistency with policies found in the

current Madera County General Plan.

Crawford & Bowen will determine whether the project would physically divide an established community, result in conflicts with County policies adopted to reduce environmental effects, or would conflict with any adopted habitat conservation plans. Crawford & Bowen will also discuss potential policy conflicts between the proposed project and proposed and existing developments. If needed, mitigation measures will be proposed for any identified impacts in order to reduce impacts to a less than significant level.

### **Mineral Resources**

The project is expected to have minimal impacts on mineral resources and will require minimal analysis in the IS/MND.

### **Noise**

Crawford & Bowen will review the Madera County's General Plan documents to help assess noise impacts associated with the proposed project. Noise impacts will be qualitatively addressed in the IS/MND. Noise impacts from traffic and on-going operation of the project will be assessed in the context of CEQA.

### **Population and Housing**

Crawford & Bowen will describe population and housing impacts, in light of the proposed project as analyzed against existing growth assumptions and policies within the City of Madera and Madera County.

### **Public Services**

Crawford & Bowen will use the most recent data available to discuss existing community services including police and fire protection, and schools. A description of potential impacts to existing conditions and services resulting from project construction and operation will be prepared. Mitigation measures will be included, if necessary.

### **Recreation**

This section of the IS/MND will address potential impacts to Madera County and City of Madera recreation facilities in the area as a result of the project. This will include an inventory of existing facilities and an analysis of the proposed projects impact on those facilities.

### **Transportation, Traffic, and Circulation**

The Traffic Impact Study prepared in Task B4 will be used to complete this section of the IS/MND.

### **Utilities and Service Systems**

This section of the IS/MND will address potential effects related to the availability and capacity of utilities and services. Utilities and services that will be addressed include sewer service, water service, and solid waste collection and disposal. This section will discuss whether any of these services or facilities is below adopted standards, or near or beyond their capacity to adequately serve the proposed project. Where significant impacts are identified, mitigation measures will be proposed. Results of the Infrastructure Impact Analysis (See Task D1 herein) will be utilized in this section as well.

#### **Deliverables:**

- 1 – Bound hardcopy of Administrative IS/MND and technical appendices to Project Proponent
- 1 – CD containing Word document versions of the documents

### **5.2 – Screencheck and Public Review Draft IS/MND**

Upon receipt of comments from MUSD, Crawford & Bowen will make necessary revisions and prepare the Screencheck draft and public review draft IS/MND for submittal to MUSD. This scope of work assumes a maximum of one review cycle with compiled comments from MUSD staff on the IS/MND. This scope of work assumes that this task will not require more than 30 hours of staff time. Crawford & Bowen will prepare the both the Notice of Completion and Summary Form for the State Clearinghouse submittal.

#### **Deliverables:**

- 3 – Bound hardcopies of IS/MND to MUSD
- 30 – CD copies of IS/MND to MUSD for public mailing
- 15 – CD copies of IS/MND to MUSD for the State Clearinghouse
- 15 – Hard copies of Notice of Completion and Summary Form to MUSD for the State Clearinghouse

### **Task B6 – Final IS/MND**

Crawford & Bowen will provide written responses to comments received on the public review IS/MND as directed by MUSD. Additional research and analysis will be undertaken by Crawford

& Bowen as necessary to effectively respond to comments. Comments regarding the sections or technical reports prepared by subconsultants will be routed to them for review and comment, with Crawford & Bowen responsible for final review for consistency and compilation of the final responses. This scope of work assumes that this task will not require more than 16 hours of staff time.

A cost estimate is provided herein which we believe will be adequate for the task. If the level of response exceeds the expectation described above, Crawford & Bowen will respond to those comments that are above and beyond the threshold on a time-and-materials basis, or another mutually agreeable formula.

**Deliverables:** Five Bound Hardcopies of Final IS/MND to MUSD

#### **Task B7 - Meetings/Hearings**

The project will require attendance at a kick-off meeting and public meetings such as adoption hearings and/or public hearings. Crawford & Bowen will be available to attend and present the IS/MND conclusions; however, the time of only one team member will be billed. Bi-weekly status meetings via telephone conference calls are anticipated through the duration of the project. This task also consists of those management activities that ensure Crawford & Bowen's ability to keep the project running smoothly, on time, and within budget. As the liaison between the Crawford & Bowen team and MUSD's staff, our project manager will ensure information is distributed appropriately, comments regarding project-related issues are communicated effectively and efficiently, and financial performance is tracked regularly (i.e., invoices). Additional meetings may be attended on a time-and-materials basis.

**Deliverables:** One Kick-off Meeting & Two IS/MND Public Hearings

### **C. DTSC Compliance Documents**

#### **Task C1 – DTSC Compliance Documents**

Crawford & Bowen will utilize the expertise of Krazan & Associates for preparation of Department of Toxic Substances Control (DTSC) compliance documents. Krazan will provide the following services:

##### **1.1 – Phase I ESA Purpose and Scope**

The Phase I ESA will be conducted in accordance with the current American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments (E 1527-13) in accordance with the November 2005 Final Rule entitled "Standards and Practices for All Appropriate Inquiries" (AAI) as published by the U.S. Environmental

Protection Agency (EPA). The Phase I ESA will also address the requirements of the California Department of Education (CDE) related to environmental assessment of proposed new school sites. The Phase 1 ESA will include an Environmental Lien search for this parcel.

### **1.2 – PEA Purpose and Scope**

The scope of work and costs for the PEA proposed herein are based upon a ballpark estimate of the potential requirements of the California Department of Toxic Substances Control (DTSC) and Krazan's general preliminary research. Given that the subject site property is currently in agricultural cultivation as a vineyard, it is estimated that the PEA scope of work will be guided by the current DTSC requirements for properties under this scenario: August 7, 2008 *Interim Guidance for Sampling Agricultural Properties (Third Revision)*. However, a more-specific scope of work and cost will be provided based upon the findings, conclusions and recommendation of the Phase I ESA report proposed herein.

## **D. INFRASTRUCTURE ANALYSIS REPORT**

### **Task D1 – Infrastructure Impact Analysis**

We will utilize the expertise of Blair, Church & Flynn for preparation of an Infrastructure Initial Study Report. The report will analyze the infrastructure requirements (water, sanitary sewer, storm drain, and dry utilities), service demands, and availability. The report will also address the potential impacts of the infrastructure improvements for the school and potential mitigations that may be implemented to reduce the impacts to less than significant.

#### **1.1 Prepare Base Mapping**

- A. Obtain site aerial photography and contour information
- B. Obtain Madera County Assessor's Parcel Map for the site
- C. Tie out section corners for quarter section and add to base map
- D. Obtain record deed for the site
- E. Use record information to locate property lines
- F. Research locations of existing water, sewer, storm drain and dry utilities
- G. Add locations and sizes of utilities to the base map
- H. Research flood hazard delineation
- I. Add flood hazard delineation to the base map

#### **1.2 Infrastructure Analysis**

- A. Obtain project description for the campus



- B. Determine population for the campus
- C. Determine water demand, sanitary sewer generation, storm drainage runoff rates, and dry utility demands
- D. Determine capacity of existing utilities to meet the demands

### **1.3 Prepare Infrastructure Analysis Report**

- A. Obtain copies of biotic, cultural and geotechnical reports
- B. Prepare report section on results of infrastructure analysis, text and maps
- C. Prepare report section on impacts due to construction of infrastructure, text and maps
- D. Prepare report section on impacts of demands for utilities, text and maps
- E. Prepare report section on impacts to floodplain and drainage due to location of school at the planned site, text and maps

**Deliverable:** Stand-alone Infrastructure Analysis Report

## **E. GEOHAZARDS STUDY**

RMA GeoScience will perform a Geohazards Study in accordance with Section 1803A.6 of the 2013 California Building Code (CBC). This task will include the following:

- Review of literature to obtain background information of regional geology, seismicity and groundwater.
- Review of State of California Alquist-Priolo Earthquake Fault Zone and Seismic Hazard Zone maps.
- Review of Madera and Madera County General Plans.
- Examination of aerial photographs.
- Drilling six exploratory borings at the project site to evaluate the existing soil conditions. This will include drilling two borings to 50 feet, one boring to 20 feet and three brings to 5 feet using a truck-mounted drill rig equipped with hollow-stem auger. Prior to drilling, we will mark test boring locations and contact Underground Service Alert and Madera County to locate and mark onsite utility lines in the vicinity of the planned test borings. This work may also require the removal of some grape vines in the vicinity of the test borings to facilitate the drilling process.
- Performing laboratory tests on selected soil samples to evaluate: in-place moisture and density; percent silt and clay; liquid limit and plasticity index; expansion index; R-value; pH

and minimum resistivity; soluble sulfates; and soluble chlorides.

- Preparation of a written report presenting our findings and conclusions.

The report will address geologic and seismic conditions at the site and in the vicinity, liquefaction potential, landsliding, geologic faults and other potential geologic hazards. The report will also include test boring logs, laboratory test results, and preliminary geotechnical recommendations. A more comprehensive geotechnical investigation will be performed for the new school after the location of new buildings and other improvements have been determined.

**Deliverable:** Geohazards Report

## **F. GEOTECHNICAL INVESTIGATION**

This task is based on the assumption that the new school campus will be similar to Pershing Elementary School in Madera, which includes: five school buildings with a total building area of approximately 62,200 square feet; asphalt paved parking, driveways, and play courts; concrete sidewalks and quad area; and campus lawns and playfields.

Our services will consist of site visit and clearing utilities, field exploration, laboratory testing, review of the compiled data, and preparation of a written report containing recommendations developed in accordance to generally accepted engineering and geologic principles and practices. To the extent possible, we will utilize the information and data obtained from the Geohazards Study, which will be done during the site acquisition phase.

### **SITE VISIT & CLEARING UTILITIES**

This task will include the following:

- Site visit to review existing conditions and mark test boring locations.
- Contacting Underground Service Alert to locate and mark onsite utility lines in the vicinity of the planned test borings.
- Meet with personnel from Madera County to discuss access to the boring locations with a truck-mounted drill rig and confirm test boring locations do not conflict with underground utilities.

### **FIELD EXPLORATION**

The field exploration will consist of the following:

- Drilling 9 exploratory borings to depths of 15 to 20 feet in building areas and 8 exploratory borings to depths of 5 feet in paved areas. The borings will be drilled using a truck-mounted drill rig equipped with hollow-stem auger. This work may also require the removal of some



grape vines in the vicinity of the test borings to facilitate the drilling process.

- Logging the borings and identifying the various earth materials encountered during the field exploration.
- Obtaining samples of the major earth units encountered in the test borings, which will be used for logging and laboratory testing purposes.

## **LABORATORY TESTING**

Laboratory testing will be performed in accordance to the specifications of ASTM International. The following laboratory tests will be performed on selected soil samples that were obtained during the field exploration.

- In-place moisture and density determination (35 to 40 tests)
- 3-Point Direct Shear Test (2 tests)
- Minus #200 sieve analysis to determine the amount (percent) of silt and clay (6 tests)
- Liquid Limit and Plasticity Index of Soils (2 tests)
- Expansion Index of soils (2 tests)
- Soluble sulfate and chloride analysis (2 tests)
- Evaluation of minimum resistivity and pH (2 tests)
- Determination of Maximum Dry Density and Optimum Moisture Content (1 test)
- Subgrade R-value (2 tests)

Laboratory testing of any hazardous materials or substances that may be encountered is not included within the proposed scope of services.

## **GEOTECHNICAL ENGINEERING ANALYSIS AND REPORT PREPARATION**

The geotechnical report will present the results of the office research, field exploration and laboratory testing. It will include information on the nature, distribution and strength of the existing soils, and recommendations for grading procedures and design criteria for corrective measures, when necessary. The report will also include a description of the geology of the site and conclusions and recommendations regarding the effect of geologic conditions on the proposed development. Specific items that will be addressed in our report will include:

- Regional geology and seismicity, groundwater, site soil and geologic conditions.
- Recommendations regarding earthwork, grading and fill placement.
- Earthwork shrinkage and subsidence.
- Recommendations for removals and over-excavation.

- Anticipated excavation characteristics of earth units.
- Drainage recommendations.
- Seismic design parameters.
- Recommendations for design of foundations and slabs-on-grade including soil bearing values, provision to mitigate expansive soils (if present), and anticipated total and differential settlements.
- Recommendations for concrete flatwork.
- Preliminary corrosion evaluation.
- Utility trench backfill recommendations.
- Recommendations for grading and post grading geotechnical observation and testing.

The report will also include logs of borings, a site map showing the locations of points of subsurface exploration, laboratory test results, and other attachments. Boring logs will document the soil profile encountered, sample locations, sample types, blow counts and depth to groundwater, if encountered. In addition, a copy of the Geohazards Report will be included in an Appendix for reference purposes.

Our recommendations will be consistent with sound geotechnical engineering practices and shall incorporate federal, state and local laws, codes, ordinances and regulations which, in our professional opinion, are applicable at the time that our professional services are rendered.

**Deliverable:** Geotechnical Report

## **G. MADERA USD ENTITLEMENT PROCESS (Optional)**

### **Task G1–Madera USD Entitlement Process**

Crawford & Bowen will provide entitlement assistance to MUSD. The site is currently zoned ARE-40 and according to the County's Zoning Code, schools are not a permitted use. Although school districts are not required to comply with local land use and zoning designations, it is our understanding that MUSD will proceed with the appropriate entitlement process to locate the school on the subject site. The project will require a General Plan Amendment and Zone Change. The entitlement steps will generally consist of the following:

- Application to Madera County
- Preparation of a site plan and elevations (to be prepared by MUSD architect)
- Preparation of an operational statement
- Findings of Fact

- Meetings with County staff
- Planning Commission and/or Board of Supervisors meetings
- CEQA document (covered under Task B. herein)
- Payment of County application and processing fees. These fees will be in the neighborhood of \$4,500 - \$6,500 (*not included in our fee*).

Because of a large number of variables associated with entitlements (such as potential opposition, County processing times, alternate requirements of the County, etc.), it is difficult to accurately estimate the amount of effort needed to gain the project entitlements. In addition, some items such as preparation of a site plan may overlap with other tasks.

---

## FEE ESTIMATE

The scope of services described above for Tasks A through E will be performed for the fixed fee amounts indicated in the following table.

Category	Task	Description	Fee
A. Site Selection	A1	CDE Site Approval Package	\$3,950
	B1	Project Review	\$3,100
	B2	Agricultural Conversion Study	\$5,250
	B3	Biological Reconnaissance Study	\$4,300
B. CEQA Document and Tech Studies	B4	Traffic Impact Study	\$12,700
	B5	Draft IS/MND	\$21,500
	B6	Final IS/MND	\$2,650
	B7	Meetings & Hearings	\$2,750
C. DTSC Compliance Documents	C1	Phase 1 ESA	\$2,850
		PEA	\$9,500*
D. Infrastructure Analysis	D1	Infrastructure Analysis Report	\$6,350
E. Geohazards Study	E1	Geohazards Study per 2013 CBC	\$8,800
F. Geotechnical Investigation	F1	Geotechnical Investigation per 2013 CBC	\$8,500
Total for all Tasks			<b>\$92,200</b>

*\* The scope of the PEA relies entirely on the results of the Phase I ESA. For purposes of this proposal, it is estimated that the PEA cost will range from \$7,700 - \$11,000. A conservative amount is included in the total fee.*

As indicated previously, Crawford & Bowen will provide services related to Task G, entitlement assistance to MUSD, on a time and material basis. The estimated fee for providing this **optional** task is approximately \$10,500.

Invoices for our services will be rendered monthly based on the percent each task is completed, except for Task G, which will be invoiced on a time-and-material basis. Invoices are due and payable within 30 days of being submitted.

During the course of our work it may be necessary to change the scope of our work due to unforeseen conditions. If such a change in the scope of work becomes necessary, which will increase the charges, we will notify you with a change order to obtain your written authorization before proceeding. Change order costs will be based upon rates shown on the attached fee schedule.

## **SCHEDULE**

The schedule below is conceptual in nature. There may be significant variables involved with the proposed project that may affect overall timing. For instance, MUSD review time, delays in obtaining project information, discovery of protected biological resources, etc. may result in modification to the schedule below. Based on past experience, Tasks A through D can take between 5-7 months from project initiation to final approval, assuming a typical process. Task E (according to Madera County staff) can take approximately 4 months once all of the applications are submitted. Task E may be initiated prior to completion of Tasks A-D.

Category	Task	Description	Week of Completion
<b>A. Site Selection</b>	A1	CDE Site approval package (for submittal to CDE)	TBD
<b>B. CEQA Document and Tech Studies</b>	B1	Project Review	2
	B2	Agricultural Conversion Study	6
	B3	Biological Reconnaissance Study	6
	B4	Traffic Impact Study	8
	B5	Draft IS/MND	12
	B6	Final IS/MND	TBD
	B7	Meetings & Hearings	TBD
<b>C. DTSC Compliance Documents</b>		Phase 1 ESA	5
	C1	PEA	5 weeks after comp. of Phase 1
<b>D. Infrastructure Analysis</b>	D1	Infrastructure Impact Analysis	TBD
<b>E. Geohazards Study</b>	E1	Geohazards Study per 2013 CBC	5

<b>F. Geotechnical Investigation</b>	F1	Geotechnical Investigation per 2013 CBC	5
<b>G. Entitlement Assistance</b>	G1	Madera County Entitlement Assistance	Approximately 16 weeks after application submittal

The assumptions used in determining the above schedule are as follows:

- MUSD provides all project-related materials, including information to support a preliminary project description, at the project initiation meeting.
- The periods shown are adequate for MUSD review of administrative drafts.
- At any stage of the project process, Agency/Public/Stakeholder comments calling for analysis of additional facilities/scenarios/alternatives (above and beyond those listed in this proposal) will be completed only upon approval of an appropriate budget augmentation and contract addendum by MUSD.

### **PROFESSIONAL INSURANCE**

We maintain the following insurance coverage. Certificates of insurance will be provided upon request.

- General Liability \$ 1,000,000.00 limit
- Professional Liability \$ 1,000,000.00 limit
- Workmen's Compensation \$ 1,000,000.00 limit

## CLOSING

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If the terms indicated in our offer are acceptable, we can begin our work upon receipt of your notice of acceptance and authorization to proceed.

Services for the project will be performed under the responsible charge of engineers or other certified professionals licensed by the State of California.

If you have any questions regarding this proposal please contact the undersigned.

Authorized By:  
Madera Unified School District

Respectfully submitted,  
RMA GeoScience



George P. Hattrup, P.E., G.E.  
Senior Geotechnical Engineer

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type)



Gary A. Blomgren  
Branch Manager

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**PERSONNEL RATES**

Professional and Office Staff

<b><u>Staff Type</u></b>	<b><u>Rate/Cost</u></b>
Principal Engineer	\$175.00 /hour
Principal Geologist	\$175.00 /hour
Project Engineer	\$142.00 /hour
Project Geologist	\$120.00 /hour
Project Manager	\$110.00 /hour
Quality Control Manager	\$142.00/ hour
Qualified SWPPP Developer	\$150.00/hour
Staff Engineer	\$90.00 /hour
Staff Geologist	\$90.00 /hour
Drafting	\$65.00 /hour
Administrative	\$40.00 /hour





## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Request Approval for Best Best & Krieger LLP to provide Bond Counsel and Disclosure Counsel Services for Election of 2014 General Obligation bonds

**Responsible Staff:** **Sandon Schwartz, Asst. Supt. of Administrative & Support Services**  
Rosalind Cox, Director of Facilities Planning & Const. Mgmt.

**Agenda Placement:** Consent

**Background/ rationale:**

Staff recommends Best Best & Krieger to provide Bond Counsel and Disclosure Counsel services for Election of 2014 General Obligation bonds. The District has used Best Best & Krieger for these services for previous bond elections.

**Financial impact:** Bond Counsel fee is 0.10% of the par amount of the issue, with a minimum fee of \$25,000. Disclosure Counsel services is \$20,000 per issue.

**Superintendent's recommendation:**

The Superintendent recommends that the Board approve Best Best & Krieger LLP to provide Bond Counsel and Disclosure Counsel services.

**Supporting documents attached:**

Bond Counsel & Disclosure Counsel Services letter



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

INDIAN WELLS  
(760) 568-2611

IRVINE  
(949) 263-2600

LOS ANGELES  
(213) 617-8100

ONTARIO  
(909) 989-8584

3390 UNIVERSITY AVENUE, 5TH FLOOR, P.O. Box 1028, RIVERSIDE, CA 92502  
PHONE: (951) 686-1450 | FAX: (951) 686-3083 | WWW.BBKLaw.COM

SACRAMENTO  
(916) 325-4000

SAN DIEGO  
(619) 525-1300

WALNUT CREEK  
(925) 977-3300

WASHINGTON, DC  
(202) 785-0600

KIM A. BYRENS  
(909) 826-8273  
KIM.BYRENS@BBKLAW.COM

September 3, 2014

Edward C. Gonzalez  
Superintendent  
Madera Unified School District  
1902 Howard Road  
Madera, CA 93637

Re: Bond Counsel and Disclosure Counsel Services to Madera Unified  
School District for Election of 2014 General Obligation bonds

Dear Mr. Gonzalez:

We are pleased to submit this letter to you in connection with our services as bond counsel and disclosure counsel to the Madera Unified School District (the "School District") relating to the proposed issuance of the School District's above-captioned financing, in one or more series, which is set for approval by the qualified electors on November 4, 2014. The firm of Best Best & Krieger LLP will serve as bond counsel and disclosure counsel on this matter and proposes to perform the following services on the basis set forth in this letter.

We will confer and consult with School District staff on all matters relating to the financing including participation in the review and selection of appropriate financing methods. We will assist the School District in determining the most appropriate method based upon our experience and we will attend all meetings of the School District's staff, consultants and underwriter at which financing methods are to be discussed and analyzed for successful completion of the financing. We are available to engage in these services according to the School District's time schedule.

Our services will include the preparation of all materials necessary for the proper legislative approval of the financing. We will prepare all agreements, resolutions, notices, forms of the security and all other legal documents required by California law for the execution, sale and delivery of the relevant security, as the School District chooses. We will assist in the negotiation of any continuing disclosure agreement between the School District and the Underwriter. We will also assist with the negotiation of terms of any letter of credit or other security device should the School District choose to seek credit enhancement for its obligations. As disclosure counsel, our services will include the assembly and review of relevant source material from which information was obtained for inclusion in the official statement or other disclosure document, review of the official statement with respect to the bonds for adequacy of

**BBK**  
**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

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Madera Unified School District  
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disclosure, preparation of a bond purchase agreement and any continuing disclosure undertaking relating to the bonds.

Subject to completion of the financing to our satisfaction, we will issue our approving legal opinion to the purchasers of the obligations, to the effect that all proceedings have been legally undertaken for the authorization, execution, sale and delivery of the obligations or other transactions relating to the financing and that interest paid with respect to the obligations is excluded from gross income for federal income tax purposes and is exempt from State of California personal income tax. We will also issue appropriate supplemental opinions and certificates as may be necessary or appropriate.

Best Best & Krieger LLP will also issue its disclosure counsel opinion describing the nature of our review and inquiries and indicate that the School District has appropriately disclosed all material information with respect to the financing in the disclosure document.

As a necessary part of our bond counsel services, we will assist with the award and delivery of the obligations and conduct a preclosing meeting to assure delivery of all necessary documents. After the preclosing meeting and the successful delivery of the bonds, we will prepare and distribute transcripts to all of the participants.

Finally, we will confer and consult with School District officials with respect to problems which may arise during the period of servicing and payment of the obligations and provide any and all other services commonly expected of bond counsel.

Based on our current understanding of the issuance of the financing and the involvement of Best Best & Krieger LLP attorneys in drafting documents relating to the issuance of the financing and delivering our legal opinion, our Bond Counsel fee would be 0.10% of the par amount of the issue, with a minimum fee of \$25,000. Additionally, our fee for Disclosure Counsel services, should the District choose to use our services in this regard, would be \$20,000 per issue. There is no charge for \$7,500 in fees and costs already incurred by Best Best & Krieger for preparation of the resolution calling the election and review of other ballot materials.

The fee will be the same whether the financing has fixed or variable rates. The fees are payable upon the successful completion of the financing. In the event that no financing is completed and bonds are not issued, the School District will not be responsible for fees of the attorneys involved. If the transaction is completed or our involvement differs significantly from our expectations, we would expect to be paid a fee that we mutually agree would reflect reasonable compensation for legal services rendered considering the risk undertaken and the level of expertise required to undertake such legal service. By your signature and return of this letter, you agree to pay our fees and expenses as set forth in this paragraph.

**BBK**  
**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

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Madera Unified School District  
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Additionally, we will charge the School District for out-of-pocket expenses which would include, the costs of duplicating and mailing, transportation, long distance telephone calls, messenger and courier service and the preparation of transcripts of the financing. This expense is not expected to exceed \$2,500.

If this arrangement is satisfactory to you, please authorize our employment according to the terms of this letter by having this letter executed by you or your agent.

We look forward to working with you and the staff of the Madera Unified School District in order to bring this matter to a successful conclusion.

Sincerely,



Kim A. Byrens  
of BEST BEST & KRIEGER LLP

TERMS OF PAYMENT OF FEES AND EXPENSES  
APPROVED THIS \_\_\_\_\_ DAY OF SEPTEMBER, 2014

\_\_\_\_\_  
Authorized Signatory



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Request Approval of individual agreements between Madera Unified School District and forty four (44) California Department of Education approved Supplemental Educational Services Providers to provide tutoring services to students in Madera Unified Schools who are in Program Improvement status beginning on September 24, 2014 and ending June 30, 2015.

**Responsible Staff:** **Victor Villar, Associate Superintendent of Educational Services**  
Kathleen Lopes, Interim Director of Categorical and English Learner Programs

**Agenda Placement:** Consent

**Background/ rationale:**

- Title 1, Part A of the Elementary and Secondary Education Act of 1965 (ESEA), as reauthorized by the No Child Left Behind Act of 2001 (NCLB), requires schools districts to provide SES services to schools in Program Improvement (PI) Year 2 and beyond. SES Providers will provide free tutoring services to Madera Unified schools in Program Improvement Year 2 and beyond for the 2014-15 school year starting on September 25 and ending on June 30, 2014.

**Financial impact:**

- Title I funds set aside is 20% for Supplemental Educational Services, 20% will equal \$1,437,810 available for SES.

**Superintendent's recommendation:**

- The Superintendent recommends the Board approve the individual agreements between Madera Unified School District and forty four (44) California Department of Education approved Supplemental Educational Services Providers to provide tutoring services to students in Madera Unified Schools who are in Program Improvement status beginning on September 24, 2014 and ending June 30, 2015.

**Supporting documents attached:**

- Copies of individual SES contracts and liability insurances are available upon request
- List of SES providers
- Sample contract

Approved SES Providers 2014-15										
	Provider Business Name	Contact	Provider Address	Provider E-mail	Provider Phone	Subject Areas	Grade Levels	English Learners (ELs)	Students with Disabilities (SWDs)	Online Provider
1	!!! 1st Choice Android Smart-Phone Tutoring	Jane Ngo	420 N. McKinley St., #111-182, Corona, CA 92879	1stchoiceASPT@gmail.com	855-313-4388	English-language arts; Mathematics	K-12	Yes	Yes	Yes
2	!!! Apple iPad & Android Tablet Tutoring !!!	Shiva Bina	10100 Santa Monica Blvd. Suite 300, Los Angeles, CA 90067	number1academictutoring@gmail.com	877-866-6049	English-language arts; Mathematics	K-12	Yes	Yes	No
3	!! 1 A 1 TUTORÍA TABLET COMPUTER !!	Rozita Fatoorechi	244 North Doheny Dr., Beverly Hills, CA 90211	tutoriatablet@gmail.com	888-561-9340	English-language arts; Mathematics	K-12	Yes	Yes	No
4	! # 1 Touch-Screen Tablet Computer Tutoring	Erica True	3576 Arlington Ave., Suite 304, Riverside, CA 92506	number1tstct@gmail.com	888-596-1626	English-language arts; Mathematics	K-12	Yes	Yes	Yes
5	! 1 Computadora Gratis para Ti ! Inc.	Nicole Wagner	P.O. Box 241669, Los Angeles, CA 90024	computadora.gpt@gmail.com	866-610-6892	English-language arts; Mathematics	K-12	Yes	Yes	No
6	! ACE Tutoring Services, Inc.	Jeff Wang	3576 Arlington Ave., Suite 300, Riverside, CA 92506	acetutoring@sbcglobal.net	800-688-1103	English-language arts; Mathematics	K-12	Yes	Yes	No
7	#1 Academia de Servicio de Tutoria	Daniel York	2550 Corporate Place, Suite 108, Monterey Park, CA 91754	academictutoringservice@gmail.com	800-293-3091	English-language arts; Mathematics	K-12	Yes	Yes	No
8	#1 in Learning Online, Inc.	Brandon Edwards	10600 Sepulveda Blvd., Ste. 107, Mission Hills, CA 91345	bedwards@tree-of-knowledge.net	866-698-6537	English-language arts; Mathematics	K-12	Yes	Yes	Yes
9	1 2 3 MATH AND READING, INC.	Kira Krupovlyanskaya	2252 Beverly Blvd, Los Angeles, CA 90057	director@123math.org	877-251-6281	Mathematics	K-12	Yes	Yes	No
10	1 to 1 Study Buddy Tutoring, Inc.	Duane Fjelstad	357 N. Sheridan St. # 133, Corona, CA 92880	duane@1to1studybuddy.com	951-273-0344	English-language arts; Mathematics	K-12	Yes	Yes	No
11	A Better Tomorrow Education	Hario L. Vasquez	14241 E. Firestone Blvd., Suite #200, La Mirada, CA 90638	hariov@abettertomorrowedu.com	562-926-3755	English-language arts; Mathematics	K-12	Yes	Yes	No
12	A Tree of Knowledge Educational Services, Inc.	Brandon Edwards	10600 Sepulveda Blvd., Ste. 107, Mission Hills, CA 91345	bedwards@tree-of-knowledge.net	866-698-6537	English-language arts; Mathematics	K-12	Yes	Yes	No
13	Academic Tutoring Services, Inc.	Joseph Grossman	425 Carmel St, WATSONVILLE, CA 95076	JOSELEON@PACBELL.NET	805-486-2515	English-language arts	K-12	Yes	Yes	No
14	Achievement Matters, Inc.	Debbie Farnosh	20700 Ventura Blvd., Suite 232, Woodland Hills, CA 91364	nclb@amk12.com	855-888-8677	English-language arts; Mathematics	K-12	Yes	Yes	No
15	Adaptive Learning LLC	Anil Sawant	2 Debora Ct, Bayshore, NY 11706	anilrsawant@gmail.com	888-407-5512	English-language arts; Mathematics	K-12	Yes	Yes	Yes
16	Applied Scholastics International	Mary Cockburn	11755 Riverview Drive, Saint Louis, MO 63138	m.cockburn@appliedscholastics.org	505-281-5377	English-language arts; Mathematics	K-8	Yes	Yes	No
17	California Tutoring Company, LLC	Julie Davis	23 East Oak Avenue, Porterville, CA 93257	caltutor@caltutoringcompany.com	559-783-9090	English-language arts; Mathematics	K-12	Yes	Yes	No
18	Carter, Reddy & Associates, Inc.	Raahul Reddy	24123 Greenfield Rd., Ste. 307, Southfield, MI 48075	raahulr@hotmail.com	248-233-6370	English-language arts; Mathematics	K-12	Yes	Yes	No
19	Cesar Chavez Foundation	Cristina Graham	316 W. 2nd Street, Suite 600, Los Angeles, CA 90012	cgraham@chavezfoundation.org	213-362-0260	English-language arts; Mathematics	K-9	Yes	No	No
20	Club Z! In-Home Tutoring Services, Inc.	Cari E. Diaz	17425 Bridge Hill Court, Suite 201, Tampa, FL 33647	ses@clubztutoring.com	888-434-2582	English-language arts; Mathematics	K-12	Yes	Yes	No
21	Community College Foundation	Andrea Bibelheimer	1901 Royal Oaks Drive, Suite 100, Sacramento, CA 95815	abibelheimer@communitycollege.org	916-418-5100	English-language arts; Mathematics	K-12	Yes	Yes	No
22	Cullinan Education Center, Inc.	Pam Haener	8485 N. Fresno Street, Suite 104, Fresno, CA 93720	jc43learn@aol.com	559-435-3276	English-language arts; Mathematics	K-12	Yes	Yes	No
23	Datamatics Inc. dba Achieve HighPoints	Devina Singh	4375 River Green Parkway, Duluth, GA 30096	sesca@achieveses.com	888-286-5086	Mathematics	K-12	Yes	No	Yes
24	Elevate Learning,LLC	Josie Perez	P.O. Box 90238, Los Angeles, CA 90009	ses@elevatelearningllc.com	310-568-8365	English-language arts; Mathematics	K-12	Yes	Yes	No
25	Encourage Tomorrow	Suzanne Moreno	2491 W. Shaw Ave, Suite 110, Fresno, CA 93711	suzanne@entoed.com	559-233-2880	English-language arts; Mathematics	K-12	Yes	Yes	No
26	Future Stars Tutoring Services Center	Fu Min Qian	20913 Callaway Avenue, Lakewood, CA 90715	TOMQIAN1963@VERIZON.NET	888-666-2084	English-language arts; Mathematics	K-12	Yes	Yes	No
27	Growing Scholars Educational Center	Anetrise C. Jones	10985 Bluffside Dr. #5111, Studio City, IL 91604	info@growingscholarscenter.com	818-308-6814	English-language arts; Mathematics	K-12	Yes	Yes	No
28	Healthy Families	Charles J. Brown	1776 I Street,NW - 9th Floor, Washington, DC 20006	cbrown@healthyfamiliescal.com	916-647-2822	English-language arts; Mathematics; Science	K-12	Yes	Yes	No
29	ICES Education, LLC	Claudia Villalba	201 Covina Avenue, Suite 2, Long Beach, CA 90803	ses@iceseducation.org	562-434-5313	English-language arts; Mathematics; Science	K-12	Yes	Yes	No

30	iPad Tutoring LLC	Amit Agarwal	8721 Santa Monica Blvd #1445, Los Angeles, CA 90069	learnwithlaptops@gmail.com	800-634-3803	English-language arts; Mathematics	K-12	Yes	Yes	Yes
31	Jump Into Math, JIM Enterprises, Inc.	Stacey Foster	3031 W. March Lane Ste 330, Stockton, CA 95219	sfoster@jumpintomath.net	209-474-6284	Mathematics	K-12	Yes	Yes	No
32	Mobile Minds Inc. DBA: Mobile Minds Tutoring	Cherise Ballou	12400 Ventura Blvd. Suite #1343, Studio City, CA 91604	cballou@mobilemindstutoring.com	877-496-4637	English-language arts; Mathematics	K-12	Yes	Yes	No
33	MyMath.Net Inc	Khalida Saleemi	1617 Timberglen Dr., Bedford, TX 76022	info@mymathnet.com	323-300-8956	English-language arts; Mathematics	K-12	Yes	No	Yes
34	Professional Tutors of America Inc.	Robert Harraka	3350 E. Birch Street, Suite 108, Brea, CA 92821	robert@professionaltutors.com	800-832-2487	English-language arts; Mathematics; Science	K-12	Yes	Yes	No
35	Reading and Beyond	Jennifer L. Brietigam	4670 E. Butler Ave, Fresno, CA 93702	jbrietigam@readingandbeyond.org	559-600-6189	English-language arts	k-8	Yes	Yes	No
36	Spectrum Solutions LLC	Sabita Pathak	1716 Egret lane,, Suite#101, Southlake, TX 76092	sesprovider@spectrumsolution.org	323-285-8817	English-language arts; Mathematics	K-12	Yes	Yes	Yes
37	Studentnest, Inc. (dba: studentnest.com)	Chander Joshi	2121 Merced Street, Fresno, CA 93721	chanderjoshi88@gmail.com	559-486-1251	Mathematics	K-12	Yes	Yes	Yes
38	Sullivan Learning Systems, Inc.	Rick Sullivan	2490 W. Shaw Ave., Suite 200, Fresno, CA 93711	rsullivan@slslearn.com	800-975-7086	English-language arts	k-8	Yes	Yes	Yes
39	Teach-n-Tutor (DBA) Teach-n-Tutor, Inc. (legal name)	Mike Getch	8047 Mission Gorge Rd., Suite H, Santee, CA 92071	tutoryou@cox.net	619-938-2651	English-language arts; Mathematics	K-12	Yes	Yes	No
40	Total Education Solutions	Alex Romero	625 S. Fair Oaks Avenue, Suite 200, South Pasadena, CA 91030	aromero@tesidea.com	323-341-5630	English-language arts; Mathematics	K-12	Yes	Yes	No
41	Tutorial Services	Thomas Allor Jr	166 S. Industrial Drive, Saline, MI 48176	tallor@tutorialservices.org	734-470-6387	English-language arts; Mathematics	K-12	Yes	Yes	Yes
42	TutorWorks INC	Gerardo Torres	700 Airport Boulevard, Suite 450, Burlingame, CA 94010	gtorres@tutorworks.org	650-298-8867	English-language arts; Mathematics	K-8	Yes	Yes	No
43	Ultimate Success Learning	Melissa Wyatt	3734 West Slauson Avenue, Los Angeles, CA 90043	melissa@uslptutoring.com	213-627-1200	English-language arts; Mathematics	K-12	Yes	Yes	No
44	Variations Educational Services LLC	Eloka Okonkwo	3020 Hugo St, # 25, San Diego, CA 92106	eokonkwo@variationsprep.com	832-377-8378	Mathematics	K-12	Yes	Yes	Yes



# **MADERA UNIFIED SCHOOL DISTRICT**

## **SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACTOR CONTRACT**

**THIS SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACTOR CONTRACT** ("Master Contract") is made and entered into on September 24, 2014, between the Madera Unified School District, (hereinafter referred to as the "District"), a public school district duly operating under the laws of the state of California, and !!! I A I TUTORIA TABLET COMPUTER !!! the Supplemental Educational Services Contractor (hereinafter referred to as "Contractor") for the purpose of providing Supplemental Educational Services to Eligible Students. It is understood that this Contractor Contract does not commit the District to payment for services provided to any individual unless, and until, an Individual Services Agreement ("ISA") for Supplemental Educational Services is executed between the District and the Contractor on behalf of an Eligible Student.

### **RECITALS**

1. **WHEREAS**, 20 U.S.C. Section 6316(e) of the No Child Left Behind Act (hereinafter referred to as "NCLB") requires the District to enter into an agreement with a Contractor approved by the California Department of Education who has been selected by the parents of an Eligible Student to provide Supplemental Educational Services;
2. **WHEREAS**, Supplemental Educational Services under this Agreement are to be provided outside of the regular school day, and designed to increase the academic achievement of Eligible Students in low performing schools as required by NCLB;
3. **WHEREAS**, Supplemental Educational Services may include academic assistance such as tutoring, remediation and other educational interventions, provided that such services are high quality, research-based, and specifically designed to increase student academic achievement, and utilize approaches which are consistent with the content and instruction used by the District and are aligned with the State's academic content standards.
4. **WHEREAS**, Eligible Student(s) under this Agreement are those students identified by the District who meet specific requirements under the Elementary and Secondary Education Act ("ESEA") as reauthorized by NCLB;
5. **WHEREAS**, the District has determined that NCLB requires that the District provide Supplemental Educational Services at this time to Eligible Students;
6. **WHEREAS**, this Agreement shall:
  - (A) Require the local educational agency to develop, in consultation with Parents (and the Contractor chosen by the Parents), a statement of specific achievement goals for the Eligible Student, how the Student's progress will be measured, and a timetable for improving achievement that is consistent with the Student's Individualized Education Program under section 614(d) of the Individuals with Disabilities Education Act [20 U.S.C. § 1414(d)], in the case of a student with a qualifying disability;
  - (B) Describe how the Eligible Student's Parents and the Student's teacher or teachers will be regularly informed of the Student's progress;
  - (C) Provide for the termination of such agreement if the Contractor is unable to meet such goals and time tables; Section 1116(e) (3) (C)



- (D) Contain provisions with respect to the making of payments to the Contractor by the District; and
- (E) Prohibit the Contractor from disclosing to the public the identity of any Eligible Student receiving Supplemental Educational Services under this subsection without the written permission of the parents of such Student;

7. **WHEREAS**, Parents have selected the Contractor to provide Supplemental Educational Services to certain Eligible Student(s).

8. **WHEREAS**, the Contractor has met the qualifications to be certified as a Contractor of Supplemental Educational Services under NCLB, has been approved by the California Department of Education, and such approval has not expired;

9. **WHEREAS**, the Contractor is capable of and willing to provide Supplemental Educational Services to the District's Eligible Students, when selected by the parent and/or/guardian of such an Eligible Student;

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

### **GENERAL PROVISIONS**

1. **Term:** This Master Contract is effective on September 24, 2014 or on the date thereafter when signed by both parties; and terminates on June 30, 2015, unless terminated at an earlier date as provided herein.

2. **Timetables**

- **CONTRACTOR will** register with District as a vendor prior and secure necessary insurance prior to submitting contract.
- **CONTRACTOR will** be prepared to provide services no later than October 31, 2014.
- **CONTRACTOR will** complete all tutorial services no later than March 31, 2015.
- **CONTRACTOR will** provide the District with the names of individual who will market on their behalf. While providers may market their specific services to eligible communities; the District needs to promote SES to their eligible schools and families to ensure that parents have information to make informed decisions that best meet the needs of their children.
- **CONTRACTOR will** make the initial contact with the parent/guardian within 10 school days of receipt of student application. Three or more documented attempts to contact parents must occur within the 10 school day period. At least one of those attempts shall be made via US Mail.

**CONTRACTOR shall** begin providing tutorial services no more than 30 school days after receipt of student application. Parents/Guardians shall be given the opportunity to choose another CONTRACTOR if tutoring services do not begin within 30 school days of receipt of student application.

3. **Individual Services Agreement for Supplemental Educational Services**

- a. An Individual Services Agreement ("ISA") for Supplemental Educational Services shall be part of this Master Contract, and set forth behind Exhibit "A", which the Contractor will be required to execute with the District with respect to each Eligible Student for whom the Contractor is to provide Supplemental Educational Services. The District is responsible for completing each Eligible Student's ISA, which shall identify the Contractor for each service. ISAs shall only be issued for those Eligible Students enrolled with the approval of

District. The Contractor is responsible for providing those services, which it has agreed to provide for each individual Eligible Student in that student's ISA. ISAs are null and void upon termination of the Contractor Contract.

**4. Parents/Guardianship**

For the purpose of this Master Contract, a "Parent" is the natural or adoptive parent who possesses legal rights to make educational decisions on behalf of the Eligible Student, legal guardian, or a surrogate parent appointed by the Court.

**5. Compliance with Laws**

During the term of this Agreement, the Contractor shall comply with all applicable federal, state, California State Board of Education, and local statutes, laws, ordinances, rules, and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Master Contract.

**6. Disputes**

Disputes between the District and the Contractor concerning the meaning, requirements, or performance of this Master Contract shall be submitted to the Coordinator of Categorical Programs of the Madera Unified School District. The determination of the District Coordinator of Categorical Programs or designee shall be made in writing and shall be binding on both parties.

**7. Subcontracts and Assignment**

The Contractor shall not subcontract or assign any of the work contemplated under this Master Contract without first obtaining prior written approval from the District. Such approval, if obtained, shall be attached and made part of this Master Contract. Subcontracts or assignments may be entered into only with Supplemental Educational Services Contractors approved by the California Department of Education. Any sub-contractor or assignee shall be bound by all of the terms of this Master Contract, including the insurance and indemnification provisions, and it shall be the Contractor's responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein, and to enforce such agreement.

**8. No Discrimination**

The Contractor shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

**9. Governing Law**

The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Madera County, California.

**10. Exhibits**

The Exhibits attached to this Master Contract are incorporated by reference as though fully set forth herein.

**II. ADMINISTRATION OF MASTER CONTRACT**

**1. Notices**

All notices involving: (a) Revocation of the Contractor's CDE approval; (b) Master Contract disputes; (c) Changes of the Eligible Student's residence outside of District's attendance area; (d) Termination of ISA; (e) Termination of Contractor Contract; (f) Notification of cancellation or material change in the Contractor's or the District's insurance coverage; or (g) The District's reasonable objections to a subcontractor's liability



insurance policy are required to be given to the District and/or the Contractor in writing and shall be delivered in person, by certified/registered mail, or by other delivery service to:

**For the District:** Director of Categorical and English Learner Programs  
Madera Unified School District  
1902 Howard Road  
Madera, CA 93637

**For the Contractor:** Stephanie Garcia, Director

Name	Title	
244 N. Doheny Drive.		
Address		
Beverly Hills, CA 90211		
City	State	Zip Code

The effective date of the notice shall be the date shown on return receipt received by addressee, or if delivered by hand, the date received by addressee or addressee's agent. All other notices shall be given in the manner determined by the party giving notice, or as specified in a specific section of this Master Contract.

## **2. Independent Contractor Status**

This Contractor Contract is by and between two independent agents and is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. The Contractor understands and agrees that it is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to the District's employees. Any additional personnel performing the services under this Contractor Contract on behalf of the Contractor shall also not be employees of the District, and shall at all times be under the Contractor's exclusive direction and control. The Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Contractor Contract and as required by law. The Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

## **3. Termination**

a. This Contractor Contract may be terminated by the District or the Contractor at any time. The Contractor's exercise of its right to terminate this Contractor Contract shall not alleviate its responsibilities to complete any existing ISAs. To terminate this Contractor Contract, either party shall give ten (10) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of the Contractor, the District shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, the Contractor waives all rights to any further payment of damage. Upon termination, the Contractor shall turn over to the District, all student records in its possession generated as a result of services rendered under this Contractor Contract, possessed by the Contractor or under its control at the time of termination.

b. An ISA may be terminated by the District, the Parent, or the Contractor with ten (10) days written notice. The ISA may be terminated by the District without advance notice if the Contractor fails to meet student goals and timetables, as outlined in the Individualized Learning Plan (pursuant to Section III (3) of this Agreement.) An ISA shall also terminate if the Eligible Student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from the District will be calculated based upon a pro-rata calculation of total services agreed upon in the ISA for which the District is responsible for payment, divided by that portion of services actually rendered.

c. This Contractor Contract may be terminated by the District or the Contractor for the following reasons:

1. Marketing to ineligible students, parents and or communities.

#### **4. Indemnification**

The Contractor shall defend, hold harmless, and indemnify the District, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, causes of action, costs, losses, damages or expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner to the extent arising out of or incident to any intentional, willful misconduct, negligent acts, errors or omissions of the Contractor, its officials, officers, employees, subcontractors, consultants, agents or other representatives, including, without limitation, the payment of all consequential damages and reasonable attorneys fees, expert witness fees and other related costs and expenses of defense, that arises out of or in connection with the Contractor's performance of this Agreement.

This indemnity shall survive the termination of this Contractor Contract and/or final payment hereunder, and is in addition to any other rights or remedies that the Contractor or the District may have under law and/or this Contractor Contract.

#### **5. Insurance**

During the entire term of this agreement, the Contractor shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by the Contractor of at least one million dollars (\$1,000,000) for each person and one million dollars (\$1,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the Contractor shall provide the District with satisfactory evidence of insurance, naming the District as additional certificate holder, including a provision for a twenty (20) calendar day written notice to the District before cancellation or material change, evidencing the above-specific coverage. The Contractor shall at its own cost and expense procure and maintain insurance under the Worker's Compensation Law of California, if applicable. The District reserves the right to revise the requirements of this provision at any time. If the District determines that additional insurance coverage is necessary, the District will reopen negotiations with the Contractor to modify the terms of this Agreement.

#### **6. Change of Residence**

The Contractor shall notify Parents in writing of the Parents' obligation to notify the Contractor of a change in their child's residence. The Contractor shall notify the District in writing of an Eligible Student's and/or Parent's change of residence within three (3) school days after the Contractor becomes aware of said change.



If the Eligible Student's new residence is located within an area outside of the District's service boundaries and the Contractor fails to follow the procedures specified in this provision, the District shall not be responsible for the costs of services delivered after the Student's change of residence if the Contractor had knowledge of the Student's change of residence.

The Contractor shall notify the District immediately when the Contractor becomes aware of an emergency change of placement (e.g., hospitalization, juvenile hall, etc.).

**7. Facilities, Supplies, and Equipment**

The Contractor shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for an Eligible Student as required in his/her ISA. A Contractor who desires to use District facilities must make a separate application for use of facilities through the District's use of facilities procedures and fee.

**8. Renewal**

Neither the Contractor nor the District is required to renew this Master Contract in subsequent years.

**9. Entire Contract/Binding on Successors and Assignees**

This Master Contract and any exhibits or attachments hereto constitute the entire Master Contract between the District and the Contractor, and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Contractor Contract binds the successors and assignees of the Contractor.

**10. Severability Clause**

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**11. Authorized Representative**

The persons signing this Master Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

**III. EDUCATIONAL PROGRAM**

**1. Service/Program Monitoring**

The Contractor shall allow periodic monitoring of each Eligible Student's instructional program by the District. The Contractor shall be invited to participate in the review of the Eligible Student's progress by the District. Representatives of the District shall have reasonable access to observe the Eligible Student at work, to observe the instructional settings, to interview the Contractor, and to review the Eligible Student's progress, service logs, and related documentation. The District representatives will normally provide notice prior to monitoring visits, but the District reserves the right to make unannounced monitoring visits. The District representatives making site visits shall initially contact the Contractor's site administrative office and provide appropriate identification and proof of District employment.

**2. Pupil Records**

The Contractor will not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services pursuant to this Contractor Contract without the written permission of the Eligible Student's parents.

The Contractor agrees to keep a current listing of names and positions of employees who have access to confidential records. All pupil records of Eligible Students receiving services pursuant to this Master Contract

shall be kept in a secure location preventing access by unauthorized individuals. The Contractor will maintain an access log delineating date, time, agency, and identity of the individual for any authorized person accessing pupil records who is not in the direct employ of the Contractor. Subcontractors shall not be considered in the direct employ of the Contractor for the purposes of accessing pupil records. Nevertheless, pursuant to Education Code 49076(b)(6), the Contractor may provide subcontractors access to the Eligible Student's records when the subcontractor provides services within the Contractor's educational institution and has a legitimate interest in the information contained in the Eligible Student's records. The Contractor also agrees to comply with the Parental right to request records and the Parental right to inspect an Eligible Student's file as defined in the federal law under the Family Educational Rights and Privacy Act of 1974 ("FERPA") and California Educational Code § 49000 et seq. and § 56000 et seq.

### **3. Individual Learning Plan**

Before hourly services begin, An Individual Learning Plan ("ILP") with specific measurable achievement goals and timetables will be developed with respect to each Eligible Student for whom the Contractor is to provide Supplemental Educational Services, in consultation with the Contractor, the District and the Eligible Student's Parents. The ILP shall become a part of this Master Contract and shall be set forth in Exhibit "B." The District's approval of the ILP is required prior to any request for hourly payments. In the event of disagreement regarding a proposed ILP, the District will schedule an ILP meeting. The Contractor is responsible for attending required ILP meetings. The District will attempt to schedule the ILP meetings at a time and place that is mutually convenient to parents, the Contractor's staff, and the District's staff. Failure to meet the goals and timetables set forth in the ILP is grounds for terminating the Contractor's ISA for a particular student, as described in section I (1).

A mutually agreeable alternative to in-person meetings will be established with online Contractors.

### **4. Progress Reports**

Progress reports relating to goals and objectives in an Eligible Student's ILP and other data required for review shall be sent by the Contractor to the District and to Parents on a monthly basis. Provide parents of children receiving supplemental educational services information on the progress of the children in increasing achievement, in a format and, to the extent practicable, a language that such parents can understand. Contractor shall provide to parents, each student's home school, and the District written progress reports. (Section 1116(e)(3)(A) Upon request, an updated report shall be provided if there is no current progress report as needed whenever an Eligible Student is scheduled for a Student Study Team (SST) meeting, Parent conference, IEP meeting, or when the Eligible Student's enrollment is terminated.

### **5. Forwarding of Records**

The Contractor agrees, in the event of a school or agency closure, to forward the Eligible Student's pupil records within seven (5) days to the District. These shall include, but not be limited to, current transcripts, ILPs, and reports.

### **6. Health and Safety**

The Contractor shall require that all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils (California Health & Safety Code §§ 121525 & 121545), provide verification of having been tested for tuberculosis and cleared to work with minors, as evidenced by a state licensed medical doctor's signature. The Contractor shall keep a copy of said information in the employee or volunteer file and also provide the District with a copy prior to beginning tutoring services.



The Contractor agrees to notify all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils, about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a pupil. The Contractor further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**7. Accident and/or Incident Reports**

The Contractor agrees to submit a written accident report to the District by the following school day of an accident or incident when an Eligible Student has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Said incident/injury report shall be filed with the Eligible Student's Principal.

**8. Supplies/Equipment**

The Contractor shall be solely responsible for the provision of all appropriate supplies and equipment. The Contractor shall refrain from using school system equipment such as computers, copy machines, VCR's and DVD players.

**IV. PERSONNEL**

**1. Conflict of Interest**

The Contractor agrees to furnish the District (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and a timely update of said information as changes in such governance occur. The Contractor shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to employment with the District.

**2. Fingerprint Clearance**

The Contractor shall require each applicant for employment, and any subcontractor or volunteer in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code §§ 33192, 44237. The Contractor shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance for the Contractor's employees; prohibiting its employees from coming in contact with pupils until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the District that none of its employees who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under the California Education Code and has been approved by the Madera Unified School District Officer or designee. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44011, or to a felony that would disqualify that person from employment pursuant to Education Code § 44237.

The Contractor shall supply the District with a list of names of those employees and/or subcontractors who are cleared to work with students of the District. Contractor shall be required to maintain a current list of employees name and supply the District with the list of employees as they are hired or released from working for the Contractor.

### 3. **Mandated Reporting**

The Contractor assures the District that all staff members, including volunteers, have been informed of their obligations under the Child Abuse and Neglect Reporting Act § 11164 et seq., and dependent adult reporting obligations under California law, including but not limited to California Penal Code § 11166. The Contractor agrees to provide annual training to all employees regarding mandated reporting of child abuse, missing children, and dependent adults. The Contractor shall maintain a signed statement by all personnel required to sign such a statement under the Child Abuse and Neglect Reporting Act as set forth in California Penal Code § 11166.5, to the effect that he or she has knowledge of the provisions of California Penal Code § 11166 (reporting duty and time) and will comply with those provisions.

When filing a suspected child abuse report under the child abuse reporting laws, the Contractor shall include in the report the name, telephone number and address of the District. When the Contractor is aware of an allegation of staff abuse of a pupil, the Contractor shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to the Contractor at the time. The Contractor shall adopt internal procedures regarding reporting obligations as authorized in California Penal Code § 11166 (g) (1).

If an employee of the Contractor or subcontractor who has a reporting obligation under applicable California law, observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult; or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, the Contractor shall submit the required report to the appropriate government or law enforcement agency.

The Contractor shall submit immediately by facsimile and mail, within twenty-four (24) hours, an Accident/Incident Report to the District when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, and/or missing children under the Contractor's supervision.

### 4. **Sexual Harassment**

The Contractor shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the Contractor's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. The Contractor further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures (see Accident/Incident Report section III (7)).

## V. **FINANCIAL SECTION**

### 1. **Rate Schedule**

Supplemental Educational Services offered by the Contractor in accordance with the ILP and the charges for such service(s) during the term of this Master Contract shall be as follows:

<u>Supplemental Educational Services</u>	<u>Rate</u>	<u>Period (specify)</u>
(1) Small group instruction	\$ 100 _____	per hour _____
(2) Individual tutoring	\$ 100 _____	per hour _____
(3) Online instruction	\$ _____	per hour _____
(4) Other, specify:	\$ _____	per hour _____



## **2. Make-Up Sessions**

The Contractor will only be paid for actual services rendered up to the amount specified in the ISA. The Contractor will not be paid when a student is absent. A make-up session may be scheduled to make up the lost time.

## **3. Monthly Invoices/Payment Demand**

The Contractor shall submit written invoices on a monthly basis. The Contractor shall submit said invoice for payment for services rendered via U.S. mail, or in person, no later than the fifth (5) of each month of the end of the attendance accounting period in which said services are actually rendered, to Madera Unified School District Office of Categorical Programs, 1902 Howard Road, Madera, CA 93637. Proof of receipt may be established by return receipt requested through the mail, by proof of personal delivery, or any other reliable means. Tutoring time verification records showing services provided should be included on tutoring attendance form and monthly report should be included with the monthly invoice. Original attendance forms signed by the Contractor and Parent verifying tutoring hours for each month shall be completed by the service Contractor whose signature must appear on such forms and shall be included with the monthly invoice. Contractor must have all forms available for review, inspection, or audit by the District during the effective period of this Master Contract and for a period of five (5) years thereafter. The Contractor shall verify the accuracy of reported attendance which is the basis of services being billed for payment and shall inform service Contractors of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, the District shall make payment in an amount equal to the number of creditable hours of attendance multiplied by the agreed upon hourly rate, as well as all related services at the agreed upon rates. The maximum amount that the District will pay for Supplemental Educational Services to any one student during the 2014-15 school year is **\$952.70**, which is the State/Federal reimbursement rate per student per year to the District. Payment shall be made within forty five (45) days of receipt by the District of invoices properly submitted and approved by the District. If no notice of withholding is provided to the Contractor within ten (10) business days of receipt of an invoice, the District shall not withhold payment.

The Contractor shall submit rebilling invoices, via U.S. mail, or in person, no later than fifteen (15) calendar days after the date deficiencies are corrected by the Contractor. If no notice of withholding is provided to the Contractor within ten (10) business days of receipt of a rebilled invoice, the District shall not withhold payment.

## **4. Right to Withhold**

The District has the right to withhold payment to the Contractor, when the District has reliable evidence described in writing to the Contractor at the time the notice of withholding is submitted that:

- a. The Contractor has not performed a service identified in the invoice;
- b. The Contractor has failed to verify the accuracy of reported attendance;
- c. The Contractor has not provided the appropriate monthly report and or attendance forms signed by Contractor and Parent verifying tutoring hours monthly;
- d. The Contractor has failed to submit the invoice in a timely manner;
- e. The Contractor has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its program, work, or records;

- f. Services to Eligible Students are being administered by personnel who are not appropriately credentialed, licensed, or otherwise qualified;
- g. Services to ineligible students who are not attending an eligible school to receive Supplemental Educational Services;
- h. The Contractor was overpaid by the District as determined by inspection, review, and/or audit of its program, work, and/or records;
- i. The Contractor has failed to provide to the District all documents concerning one or more District pupils receiving Supplemental Educational Services from Contractor within fifteen (15) days after the termination of this Master Contract; or;
- j. The Contractor fails to notify the District of a change of pupil's residence to a residence outside of the District's attendance areas, within three (3) school days of when the Contractor becomes aware of said change.

If the District determines that cause exists to withhold payment to the Contractor, the District shall within ten (10) business days of this determination provide to the Contractor written notice that the District is withholding payment to the Contractor. Such notice shall specify the basis for the District withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, the Contractor shall take all necessary and appropriate action to correct the deficiencies that form the basis for the District withholding payment. Upon receipt of the Contractor's written request showing good cause, the District shall extend the Contractor's time to respond by an additional thirty (30) days.

### **5. Inspections and Audit of Financial Records**

Upon a request by the District that includes the reason for the request of records, and except as otherwise provided by law, the Contractor shall provide the District, a state agency, a federal agency, and/or an independent agency/firm contracted by the District, access to the following records within ten business (10) days, except as otherwise provided by state and federal law: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; staff time sheets; non-paid volunteer sign-in sheets; verification of staff training, school calendars; liability and workers compensation insurance policies; CDE supplemental services approval; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; bank statements and cancelled checks. The Contractor may request from the District an extension of time to comply with any records request, which shall not be unreasonably withheld. The Contractor shall comply with any requests resulting from an inspection, review, or audit by the District, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. The Contractor shall maintain cost data to verify the annual operating budget for providing services to the District; which shall be made available for the relevant Master Contract period being audited. Fiscal records shall be maintained by the Contractor for five (5) years after their origination and shall be available for audit.



**6. Audit Exceptions**

The Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by the District or by appropriate state or federal audit agencies occurring because of the Contractor's performance of this Master Contract.

If an inspection, review, or audit by the District, the Contractor, a state agency, a federal agency, and/or an independent agency/firm determines that the Contractor or the District owes the other party monies as a result of over billing, under payment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. In the event that the party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the Dispute Resolution section in section I (6) of this Master Contract.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives, as evidenced by the following signatures:

**CONTRACTOR**

!!! A I TUTORIA TABLET COMPU

\_\_\_\_\_  
Name of Contractor (print)

Stephanie Garcia

\_\_\_\_\_  
Authorized contracting name (print)

Director

\_\_\_\_\_  
Authorized representative's Title

  
\_\_\_\_\_  
Signature

8/22/14

\_\_\_\_\_  
Date

**DISTRICT**

\_\_\_\_\_  
Madera Unified School District

\_\_\_\_\_  
Authorized representative's name (print)

\_\_\_\_\_  
Authorized representative's Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Request Approval of Consultant Services Agreement between Madera Unified School District and Champions for Today for motivational speaking services at Madera High School, Madera South High School and Mt. Vista High School.

**Responsible Staff:** **Victor Villar, Associate Superintendent of Educational Services**  
Elizabeth Runyon, Chief Academic Officer

**Agenda Placement:** New Business

**Background/ rationale:**

Champions for Today seeks to motivate youth who are facing critical risks of this generation to a higher standard by enabling them to recognize their true value and the impact of the decisions they are making today. As our future leaders, the desire is to educate and equip them to make wise, life-giving choices through messages delivered by dynamic speakers.

Speakers will present at Madera High School, Madera South High and Mt. Vista High School between September 29 and October 1, 2014.

**Financial impact:**

- None

**Superintendent's recommendation:**

- The Superintendent recommends the Board approve the Consultant Services Agreement between Madera Unified School District and Champions for Today for motivational services at Madera High School, Madera South High School and Mt. Vista High School.

**Supporting documents attached:**

- Consultant Services Agreement



## MADERA UNIFIED SCHOOL DISTRICT

### CONSULTANT SERVICES AGREEMENT

This agreement is made and entered into this 24<sup>th</sup> day of September 2014, by and between Madera Unified School District ("District") and CHAMPIONS FOR TODAY ("Consultant").

1. Consultant agrees to provide the following specified services:  
**Champions for Today seeks to motivate youth who are facing critical risks of this generation to a higher standard by enabling them to recognize their true value and the impact of the decisions they are making today. As our future leaders, the desire is to educate and equip them to make wise, life-giving choices through messages delivered by dynamic speakers. Speakers will present at Madera High, Madera South High and Mt. Vista High School.**
2. Term. The Consultant's services described in Paragraph 1 shall commence on **September 29, 2014** and shall end on **October 1, 2014** unless earlier terminated pursuant to Paragraph 8.
3. Payment. District agrees to pay Consultant as follows: **NO PAYMENT REQUIRED FOR THIS PROGRAM.**
4. Payroll Forms. Consultant agrees to complete the District's consultant payroll form. Consultant agrees that failure to properly complete this form in a timely manner may result in nonpayment to consultant.
5. Independent Contractor Status. Consultant and any and all agents and employees of Consultant are agreed to be independent contractors in their performance under this Agreement and are not officers, employees, or agents of the District. Consultant shall retain the right to perform services for others during the term of this Agreement.
6. Indemnity. Consultant shall indemnify, defend, and save and hold harmless the District, its Board of Trustees, officers, agents, and employees from any and all claims, damages, losses, causes of actions, and demands, including reasonable attorney's fees and costs, incurred in connection with the processing or defense of any matter, claim, lawsuit or contest arising out of Consultant's performance of or failure to perform the work required by this Agreement.
7. Insurance. Consultant agrees to purchase and maintain throughout the term of this Agreement a comprehensive general liability insurance policy to protect Consultant from damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Consultant's responsibilities under this Agreement, whether such acts or omissions be by Consultant or anyone directly or indirectly employed by Consultant. This insurance shall name the District as additional insured and shall be written for not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) for property damage. A certificate of insurance shall be filed with the District and shall provide that no changes shall be made to such insurance without thirty (30) days prior written notice to the District.
8. Termination of Agreement. District may terminate this Agreement for any reason upon written notice to Consultant. In the event of early termination, Consultant shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the district deems proper.
9. No Entitlement. Consultant agrees that it has no entitlement to any future contracts or work from District or to any employment or fringe benefits from the District.
10. Taxes. Payment to Consultant pursuant to this Agreement will be reported to federal and state taxing authorities as required on the IRS Form 1099. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions; and/or state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.

11. Governing Law and Venue. This Agreement shall be governed by and construed only in accordance with the laws of the State of California. If any action is initiated involving the application or interpretation of this Agreement, venue shall only lie in the appropriate state court in Madera County or federal court in Fresno County, California.
12. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant, the District and their respective successors and assignees.
13. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Agreement.
14. Amendment. The terms of this Agreement shall not be amended in any manner whatsoever except by written agreements signed by the parties.
15. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no oral understandings, side agreements, representation or warranties, expressed or implied, not specified in this Agreement.
16. Licenses. Consultant represents that Consultant and all agents and employees of Consultant are licensed by the state of California to perform all the services required by this Agreement. Consultant will maintain all licenses in full force and effect during the term of this Agreement.
17. Compliance with Law. Consultant agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all local, state and federal laws, and regulations governing the service to be rendered pursuant to this Agreement.
18. Board Approval. The parties agree that the effectiveness of the Agreement is contingent upon approval by the District's Board of Trustees.
19. Equipment and Materials. Consultant shall provide all equipment, materials, and supplies necessary for the performance of this Agreement. This provision may be negotiable as to the needs of specific children.
20. Non-discrimination. Consultant shall not engage in unlawful discrimination in the employment of persons because of race, color national origin, age, ancestry, religion, sex, marital status, medical condition, physical handicap, or other bias prohibited by state or federal law.
21. Copyright. Any product, whether in writing or maintained in any other form produced under this Agreement shall be the property of District. District shall have the right to secure a patent, trademark or copyright and the product or information may not be used in any manner without District's written permission.
22. In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

Madera Unified School District

Consultant:

by: Victor Villar  
Associate Superintendent of Educational Services

Champions for Today

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

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

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

Federal ID # \_\_\_\_\_  
or

SSN \_\_\_\_\_



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Request Approval of Memorandum of Understanding between Madera Unified School District, Madera Adult School and Madera County Workforce Investment Board to collaborate and create a seamless delivery system that will enhance access to services and improve employment outcomes for individuals receiving services with effective dates of September 24, 2014 to June 30, 2015.

**Responsible Staff:** **Victor Villar, Associate Superintendent of Educational Services**  
Elizabeth Runyon, Chief Academic Officer

**Agenda Placement:** Consent

#### **Background/ rationale:**

Title I of the Workforce Investment Act of 1998 (WIA) requires each local workforce investment area to establish an America's Job Center of California (AJCC) system for the delivery of certain Federal workforce development services. AJCC partners are to collaborate and create a seamless delivery system that will enhance access to services and improve employment outcomes for individuals receiving services. The system must include at least one comprehensive physical center that provides core services and access to the other activities carried out by the partners.

As a mandatory partner in the Workforce Investment Act (WIA), the Madera Unified School District, Madera Adult School (MUSD Adult School) enters into a Memorandum of Understanding (MOU) with the Madera County Workforce Investment Board (LWIB) regarding the manner in which the MUSD Adult School will participate in and provide access to its services through the AJCC system of service delivery.

#### **Financial impact:**

- None

#### **Superintendent's recommendation:**

- The Superintendent recommends the Board approve the Memorandum of Understanding between Madera Unified School District, Madera Adult School and Madera County Workforce Investment Board with effective dates of September 24, 2014 to June 30, 2015.

#### **Supporting documents attached:**

- Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MADERA COUNTY WORKFORCE INVESTMENT BOARD  
AND  
THE MADERA UNIFIED SCHOOL DISTRICT, MADERA ADULT SCHOOL**

Title I of the Workforce Investment Act of 1998 (WIA) requires each local workforce investment area to establish a America's Job Center of California (AJCC) system for the delivery of certain Federal workforce development services. AJCC partners are to collaborate to create a seamless delivery system that will enhance access to services and improve employment outcomes for individuals receiving services. The system must include at least one comprehensive physical center that provides core services and access to the other activities carried out by the partners.

The WIA specifies that the required AJCC partners include programs funded by the United States Departments of:

- **Labor**  
Title I of WIA, Wagner-Peyser, Unemployment Insurance, Trade adjustment Assistance, NAFTA Transitional Adjustment Assistance, Welfare-to-Work, Senior Community Service Employment, and Veterans Workforce Investment programs and activities under 38 USC Chapter 41,
- **Education**  
Vocational Rehabilitation, Adult Education, and Postsecondary Vocational education,
- **Health and Human Services**  
Community Services Block Grant; and
- **Housing and Urban Development**  
Employment and Training activities

The WIA also authorizes any other appropriate program to serve as a partner, including the Temporary Assistance to Needy Families, Food Stamp Employment and Training and Work programs. The partner is the entity responsible for the administration of the program in the local area, which in many cases may be a State agency.

Section 121(c)(1) of the Workforce Investment Act requires the local Workforce Investment Board (WIB) to enter into a Memorandum of Understanding (MOU) with local partners regarding the operation of the AJCC system. MOU's must be executed between the local WIB and the AJCC partners.

**Purpose of Memorandum of Understanding:**

- I. To define and reinforce (or establish) the relationship between the Workforce Investment Board and the designated Partner Agency;



II. To define the roles and responsibilities of these entities, in the performance of their combined goal of establishing a workforce development system through a AJCC method of service delivery that is:

- Integrated (offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills) and affording universal access to the system overall;
- Comprehensive (offering a large array of useful information with wide and easy access to needed services);
- Customer Focused (providing the means for customers to judge the quality of services and make informed choices); and
- Performance based (or based on clear outcomes to be achieved; mutually negotiated outcomes and methods for measurements; and the means toward measuring and attaining customer satisfaction); and

III. To describe how costs of services and the operating cost of the system will be funded.

### **Statement of Issue:**

As a mandatory partner in the Workforce Investment Act (WIA), the Madera Unified School District, Madera Adult School (MUSD Adult School) enters into a Memorandum of Understanding (MOU) with the Madera County Workforce Investment Board (LWIB) regarding the manner in which the MUSD Adult School will participate in and provide access to its services through the AJCC system of service delivery. Any questions about this MOU should be directed to the MUSD Adult School Principal.

### **Terms and Conditions of MOU:**

#### **AJCC**

The MUSD Adult School agrees to participate in a joint planning process which results in the development of the local WIA Plan, submitted to the State in accordance with issued WIA guidelines. The MUSD Adult School agrees to engage in planning, plan development, and modification activities, to result in:

1. Continuous partnership building between all parties to this agreement;
2. Continuous partnership building and planning responsive to State requirements;
3. Continuous partnership between State and local representatives engaged in Workforce Investment Act activities and related workforce preparation and development;
4. Response to specific local and economic conditions including employer needs;
5. Adherence to strategic planning principles adopted for WIA long range planning, including the requirement for continuous improvement;
6. Adherence to common data collection and reporting, including needs for modification or change;

7. Diligence in developing coordinated local leadership in workforce development through;
  - a) Responsiveness to customer needs;
  - b) Maintenance to system infrastructure
  - c) Shared technology and information;
  - d) Performance management to measure the success of the One Stop system overall and to enhance performance in a spirit of quality management and continuous improvement; and
8. The MUSD Adult School's appropriate contribution to meeting the performance standards negotiated between the State of California and LWIB and attached to this Memorandum of Understanding.

### **Effective Dates:**

This MOU shall become effective on September 24, 2014 and terminate on June, 30, 2015 and will continue in effect month to month until such time as it is revised, extended, or terminated as provided below.

This MOU is of no force or effect until signed by authorized representatives of the participating agencies, and until approved by the Chief Local Elected Official. Individual signatories to this agreement may or may not be represented on the LWIB itself, at local discretion. The MOU, once signed, becomes a part of the local WIA Plan.

### **Revisions and Modifications:**

This MOU may be revised or modified with the approval of both the LWIB and MUSD Adult School. A request by one party to this MOU for revision or modification must be presented in writing to the other party. Any modification or revision to the MOU must be in writing and signed by the MUSD Adult School Director on behalf of MUSD Adult School and the Chairperson of the LWIB or his/her designee on behalf of the LWIB.

### **Extension Policy:**

This MOU may be extended by written agreement between the LWIB and MUSD Adult School provided such agreement is signed by both entities prior to the termination date of this agreement, and contains the following:

1. A statement of intent to continue all provisions of the MOU;
2. Revised effective and termination dates; and
3. Dated signatures of the MUSD Adult School Principal on behalf of MUSD Adult School and the Chairperson of the LWIB or his/her designee on behalf of the LWIB.

### **Termination Policy:**

Either party to this MOU may elect to terminate its participation in this MOU without cause by delivering a thirty (30) day written notice of intent to terminate to the other party.

**Non-discrimination Clause:**

- A. Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability (including HIV and AIDS), mental disability, medical conditions, age (over 40), or marital status. Nor shall any partner or the LWIB, including the AJCC Operator, deny family and medical care leave or pregnancy disability leave to employees entitled to such leave. Partners and the LWIB, including the AJCC Operator, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Partners shall comply with the provisions of Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and related, applicable regulations promulgated thereunder (Title 2, California Code of Regulations Section 7285 et seq.). Code of Regulations Section 8103 et seq. are incorporated into this contract by reference and made a part hereof as if set forth in full. Partners shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement. Parties to this MOU shall include non-discrimination and compliance provisions of this clause in all related subcontracts or financial agreements.
- B. The Madera County Workforce Investment Board, including the AJCC Operator and other partners to the AJCC system, will ensure that policies and procedures established by the LWIB, including the AJCC Operator, and programs and services provided by and through the AJCC Center(s) are in compliance with the Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

**Services Provided:**

The MUSD Adult School will ensure that services are provided by assigning staff to local AJCC Center(s) and training AJCC Operator and Partner staff in the delivery of information about the services available to eligible individuals.

The MUSD Adult School agrees that it will provide the following services to individuals MUSD Adult School determines eligible for services in programs authorized under Title II (Adult Education and Literacy) of the Workforce Investment Act, for whom such services are necessary, appropriate and consistent with federal and state law.

**Core Services:**

As a general rule, MUSD Adult School will participate in the provision of core services, as defined in WIA Section 134(d)(2), to individuals determined eligible for services in programs authorized under Title II (Adult Education and Literacy) of the Workforce Investment Act, for whom such services are necessary, appropriate and consistent with federal and state law. Federal law authorizes MUSD Adult School to provide WIA Title I services to all persons who are eligible for services in programs authorized under Title II (Adult Education and Literacy) of the Workforce Investment Act, for whom such services are necessary, appropriate and consistent with federal and state law. These services are:

1. Outreach, intake (that may include Worker Profiling Readjustment Service Referrals) and orientation to the AJCC ;
2. Resource Room usage;
3. Internet browsing (job, information, and training searches);
4. Internet accounts (Career Kit, Personnel Kit); and
5. Workshops and Job Clubs.

Customers requiring additional staff assistance shall be enrolled in the local WIA program and provided:

1. Staff assisted job search and placement assistance, including career coaching; and
2. Staff assisted workshops and job clubs.

### **Intensive Services:**

The MUSD Adult School agrees to provide intensive services, as defined in WIA Section 134(d)(3), 29 U.S.C. Section 2864(d)(3) and California Unemployment Insurance Code, Division 7, Section 14230 (4) to an eligible individual who is:

1. Determined by the AJCC Operator to be eligible for such services under WIA Section 134(d)(3)(A), because the individual is:
  - a) Unemployed and unable to obtain employment through core services;
  - b) In need of intensive services to obtain employment; or
  - c) Employed but in need of intensive services to obtain or retain employment that allows for self sufficiency; and
2. Determined by MUSD Adult School to be eligible for services in programs authorized under Title II (Adult Education and Literacy) of the Workforce Investment Act, for whom such services are necessary, appropriate and consistent with federal and state law.

Intensive services that MUSD Adult School may provide to eligible individuals include but are not limited to:

1. Comprehensive and specialized assessment, such as diagnostic testing and interviewing;
2. Full development of individual employment plan;
3. Group Counseling;
4. Individual counseling and career planning;
5. Case Management;

6. Short-term pre-vocational services; and
7. Follow-up services, including coaching for registrants (those previously receiving intensive/training services) after entering employment.

### **Training Services:**

MUSD Adult School agrees to provide training services, as defined in WIA Section 134(d)(4), 29 U.S.C. Section 2864(d)(4) and California Unemployment Insurance Code, Division 7, Section 14230 (5) to an eligible individual whom:

1.
  - a) Has been determined to be eligible for intensive services under WIA Section 134(d)(4)(A), 29 U.S.C. Section 2864(d)(4)(A), but who has been unable to obtain employment;
  - b) Has been determined by the AJCC Operator or AJCC Partner to be in need of training services and who has the skills and qualifications to successfully participate in a training program;
  - c) Selects a training program that is directly linked to employment opportunities in the local area or in an area to which the individual is willing to relocate;
  - d) Is not qualified for federal grant assistance or who needs assistance beyond that available through such grant assistance programs; or
  - e) Meets applicable priority criteria for training services established under WIA Section 134(d)(4)(E), 29 U.S.C. Section 2864(d)(4)(E)
2. Is determined by the MUSD to be eligible for training, as a vocational rehabilitation service, under the Rehab Act, and applicable federal and state regulations.

Training services that MUSD Adult School may provide to individuals determined eligible for services in programs authorized under Title II (Adult Education and Literacy) of the Workforce Investment Act, for whom such services are necessary, appropriate and consistent with federal and state law, include but are not limited to:

1. Occupational skills training;
2. Workplace training and cooperative education programs;
3. Entrepreneurial training;
4. Job readiness training;
5. Adult education and literacy activities in combination with training; and

### **Location of AJCC Sites:**

The Madera County Workforce Investment Board will establish a minimum of one physical location within the workforce investment area in which all AJCC Partners will provide access to the services provided under WIA. The parties agree that such AJCC Center shall be located at 441 E. Yosemite Avenue, Madera, CA 93638. The MUSD Adult School agrees that it will provide access to the services described in this MOU at such location and any other satellite

location deemed appropriate by the MUSD Adult School Principal. This location may be changed by the LWIB during the term of this MOU, upon reasonable advance notice but not to be less than thirty (30) days of such change to the MUSD Adult School Principal.

If the LWIB establishes additional AJCC Centers within its local workforce investment area, the MUSD Adult School Principal will determine the extent and manner in which it will participate in such additional centers. However, access to MUSD Adult School services will be made available at all locations.

### **Methods of Referral:**

The LWIB, its designated AJCC Operator, and MUSD Adult School agree to jointly develop and implement processes and forms for common intake and referral among the AJCC Partners, and to modify such processes and forms as necessary.

If in the even MUSD assigns staff to the AJCC, MUSD Adult School agrees to train and provide technical assistance to the staff of each participating AJCC Partner on topics that include but are not limited to eligibility for and scope of allowable services.

The LWIB will require the other AJCC Partners to provide training to MUSD Adult School staff regarding the partner's programs and eligibility criteria.

The MUSD Adult School agrees to refer its applicants and clients to other AJCC Partners when such individuals may be eligible for the partner's services. The LWIB will require the other AJCC Partners to refer applicants for and clients of their services to MUSD Adult School when such individuals may be eligible for MUSD Adult School services.

### **Resource Sharing:**

Resource sharing is the methodology through which AJCC partner programs pay for, or fund, their equitable share of the costs.

The partners agree to share resources in the daily operations of the AJCC system. It is expressly understood that this MOU does not constitute a financial commitment, but rather intend to commit specific resources in the future as the partner's allocations and budgets are known and the AJCC system evolves. The AJCC system is a work in progress, and its costs and the partners resource contributions, will not remain static from month-to-month or from year-to-year.

A Resource Sharing Matrix will be provided on an annual basis to partners for review and will be revised if necessary. The resources outlined in the matrix will only be resources that provide benefit to the AJCC system as a whole, but funded solely through each partners funding source.

### **Confidentiality:**

The LWIB agrees that when any individual applies for or receives services from MUSD Adult School through the AJCC Center, all information regarding such application for or receipt of services shall be confidential information subject to the provisions of 34 CFR Section 361.38 and Title 9 California Code of Regulations Sections 7140 – 7143.5 as amended.

The LWIB will require the AJCC Operator(s) to develop and implement appropriate policies and procedures to assure that:

1. Any information contained in the records of the AJCC Center or other AJCC Partners, that identifies an individual as having applied for or received services including but not limited to application, eligibility and referral records, shall be maintained by the AJCC Operator and AJCC Partners in the strictest confidence, consistent with the regulations set forth above, and shall be used by the AJCC Operator and AJCC Partners solely for purposes directly related to determining eligibility or delivery of services to such individual;
2. Any information regarding any individual who has applied for or received services, including the fact that the individual is an applicant or client of MUSD Adult School shall not be disclosed by the AJCC Operator or any AJCC Partner, absent a court order or a written authorization from the applicant or client, consistent with the regulations set forth above;
3. Requests by any AJCC Partner or the AJCC Operator for information in MUSD Adult School files concerning an applicant or client for MUSD Adult School services shall be accompanied by a written authorization from the applicant or client, consistent with the regulations set forth above; and
4. Any information provided by MUSD Adult School to a AJCC Partner or the AJCC Operator shall be subject to the prohibition against redisclosure contained in Title 9, California Code of Regulations Section 7142.5.

The MUSD Adult School agrees that it shall provide to the LWIB and to the AJCC Operator information regarding applicants or clients who applied for or received services from MUSD Adult School through the AJCC Center as needed for reporting and tracking required by WIA. Such information shall be reported in a format that does not identify the individual client or applicant.

#### **Administrative and Operational Management:**

It is understood that MUSD Adult School and its staff are subject to existing personnel policies, procedures, regulations and statutes as well as applicable collective bargaining agreements. The LWIB will assure to the extent possible that the AJCC Operator will work with all partners in developing and implementing policies and procedures for the AJCC Center, in order to avoid inconsistencies with their respective policies, procedures, regulations and collective bargaining agreements.

#### **Administrative Dispute Resolution:**

The LWIB and MUSD Adult School agree to communicate openly and directly resolve any problems or disputes related to provision of services in a cooperative manner and at the lowest level of intervention possible.

In the event of a resolution impasse between MUSD Adult School and another AJCC Partner or between MUSD Adult School and the AJCC Operator, an attempt to resolve the impasse shall first be made between the parties involved in the disagreement. If the impasse cannot be resolved through those efforts, each party agrees to separately submit a written explanation to Madera County Workforce Development Office staff describing the nature of the dispute, steps taken to resolve differences, and recommended solution(s) to the impasse. Madera County Workforce Development Office staff will confer with the MUSD Adult School Principal and the highest-ranking official of any other organization in dispute when attempting to resolve the impasse prior to submission to the Workforce Investment Board.

**Indemnification:**

The parties to this Memorandum of Understanding shall defend, indemnify and hold harmless each other, its officers, employees and agents, including the AJCC Operator, from and against any and all liability, loss, expense, or claims arising out of performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the parties, its officers, agents or employees.



**Signatures:**

Dated: \_\_\_\_\_, 2014

BY: \_\_\_\_\_  
Debi Bray, Chair

Madera County Workforce Investment Board  
(Name of WIB)

441 E. Yosemite Avenue  
(Address)

Madera, CA 93638  
(City, State, Zip Code)

Dated: \_\_\_\_\_, 2014

BY: \_\_\_\_\_  
Michael Salvador, President, Board of Education

Madera Unified School District  
Madera Adult School  
(Name of Partner Agency)

955 West Pecan Avenue  
(Address)

Madera, CA 93637  
(City, State, Zip Code)

I, Tom Wheeler, Chair, Madera County Board of Supervisors, hereby agree to the forgoing Memorandum of Understanding between the Madera County Workforce Investment Board and Madera Unified School District, Madera Adult School.

Dated: \_\_\_\_\_, 2014

By: \_\_\_\_\_  
Tom Wheeler, Chairman  
Madera County Board of Supervisors



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Request approval of Fresno Regional Occupational Program (ROP) Shared Responsibility Agreement between Fresno County Superintendent of Schools (FCSS) and Madera Unified School District for the 2014-2015 school year.

**Responsible Staff:** **Victor Villar, Associate Superintendent of Educational Services**  
Sheryl Sisil, Director of College and Career Readiness

**Agenda Placement:** Consent

**Background/ rationale:**

This is the annual request for approval of the ROP Shared Responsibility Agreement between MUSD and FCSS. This agreement authorizes Fresno County ROP to establish and maintain a ROP program and support activities related to Career Technical Education within the district.

**Financial impact:**

Fresno ROP will pay the district the actual costs of the program. Not to exceed \$494,534.00

**Superintendent's recommendation:**

The Superintendent recommends the the Board approve the Fresno ROP Shared Responsibility Agreement between Fresno County Superintendent of Schools and Madera Unified School District.

**Supporting documents attached:**

- Fresno Regional Occupational Program Shared Responsibility Agreement



**Fresno Regional Occupational Program Shared Responsibility Agreement**  
**("Agreement")**

Between Fresno County Superintendent of Schools and  
Madera Unified School District

**COVER**

<b>AGENCY</b>	
Madera Unified School District ( <b>"Agency"</b> ) Attn: Sheryl Sisil, District Coordinator 1902 Howard Road Madera, CA 93637 Phone No.: (559) 675-4500 Ext. 261    FAX No.: (559) 675-4528    Email: <a href="mailto:sherylsisil@maderausd.org">sherylsisil@maderausd.org</a>	
<b>FCSS</b>	
Fresno County Superintendent of Schools ( <b>"FCSS" or "Fresno ROP"</b> ) Attn: Valerie Vuicich, Administrator Fresno ROP Fresno County Office of Education 1318 E. Shaw Avenue, Suite 420 Fresno, CA 93710 Phone No.: (559) 497-3860    FAX No.: (559) 497-3806    Email: <a href="mailto:vvuicich@fcoe.org">vvuicich@fcoe.org</a>	
<b>CONTRACT TERM (see § 3.1)</b>	
<b>"Effective Date":</b> July 1, 2014 <b>"Termination Date":</b> June 30, 2015	
<b>PROGRAMS OFFERED IN AGENCY ("Programs") ARE:</b>	
<ol style="list-style-type: none"><li>1. Ag Welding and Metal Fabrication</li><li>2. Athletic Training</li><li>3. Careers in Education</li><li>4. Computer and Network Technology</li><li>5. Criminal Justice</li><li>6. Culinary Arts</li><li>7. Interactive Game Design</li><li>8. Medical Careers</li><li>9. Nursing Careers</li><li>10. Performing Arts</li><li>11. Small Engines</li><li>12. Theatre Production</li></ol>	

AGENCY'S OBLIGATIONS (see Art.1 &1A). Agency's obligations under this Agreement include the following:

AGENCY SHALL:

1. Comply with all Board approved ROP policies.
2. Designate as "ROP" all classes offered pursuant to this agreement in bulletins, articles, and schedules, promotional materials, website, etc.
3. Administer, supervise and conduct the programs as indicated above and in the approved budgets.
4. Recruit and enroll qualified students.
5. Provide properly credentialed instructors for the classes pursuant to the provisions set forth in the attached budget and are qualified in accordance with State ROP course certification standards and requirements.
6. Provide the necessary and appropriate facilities to conduct Fresno ROP classes as indicated in each attached budget at no cost to Fresno ROP.
7. Submit reports and information to Fresno ROP, including, but not limited to the following data:
  - a. Statement of costs;
  - b. Certified equipment inventories;
  - c. Documentation certifying each instructor's credential, work experience, and educational background;
  - d. Scan class attendance accounting records on prescheduled timeline as requested. Teacher's signature on original class attendance records must be submitted to Fresno ROP central office for monitoring on a regular basis;
  - e. Curriculum materials, student objectives, and other instructional materials as necessary; and
  - f. Names and work duties of all funded partially or in full by Fresno ROP.
8. Include Fresno ROP on all advisory committees established for Fresno ROP contracted courses. Comply with Fresno ROP Advisory Committee policy.
9. Present to Fresno ROP for approval, prior to initiation, any revisions affecting time and/or location of classes or additional sections.
10. Issue Fresno ROP Certificates of Completion provided by Fresno ROP to those students who meet Fresno ROP Completer policy.
11. Issue Fresno ROP Student Competency List to individual students in accordance with Fresno ROP guidelines.
12. Issue Parents Letters for students who have successfully completed the ROP program.
13. Provide appropriate forms and documentation as required by Title V of the California Administration Code when using community classroom or cooperative vocational education methodology.
14. When using Community Classroom methodology, Agency must provide student with employee Workers' Compensation insurance and liability insurance equivalent to that provided by Fresno ROP if Agency does not use insurance supplied by Fresno ROP.
15. Include Fresno ROP management staff in the hiring process of all certificated staff funded with ROP funds.



FCSS OBLIGATIONS (see Art. 1 & 1A). FCSS' obligations under this Agreement include the following:

FCSS SHALL:

1. Pay the Agency the actual costs of the Programs listed above as shown on the "Fresno ROP Claims for Funds" forms and according to the following provisions:
  - a. Total payments shall not exceed Program budgets as approved;
  - b. Full payment shall be made provided A.D.A. estimated in the approved attached budgets is generated. Should the classes generate less A.D.A. than estimated on the budgets, reimbursement by Fresno ROP shall be prorated accordingly.
  - c. Payment to the Agency shall be made within a reasonable time following receipt of Claim as provided on the "Fresno ROP Claim for Funds" form.
2. Receive, compile, monitor and submit A.D.A. information for Fresno ROP activities of Agency for State Apportionment as provided for in Education Code Section 52321.
3. Purchase capital outlay items for Agency pursuant to this Agreement in accordance with the following procedures:
  - a. All capital outlay items for which inventory records are required will be purchased by Fresno ROP. Pursuant to this Agreement, any item (not a supply) that costs more than **five hundred dollars** (\$500.00) is **CAPITAL OUTLAY**. The capital outlay items become the property of Fresno County Superintendent of Schools.
  - b. Purchases will be initiated in accordance with equipment purchase request submitted by the Agency.

REQUIRED DOCUMENTS. Each of the following document ("**Required Documents**") shall be provided in accordance with the following:

1. PAYMENT DOCUMENT. At the Payor Party's request and as applicable, Taxpayer Identification Number Request (W-9) and other documents that may be required to process payment to the Payee Party (see § 1A.3).
2. PROOF OF INSURANCE. Each Party, upon the other Party's request, shall provide written proof that the following insurance, which may include self-insurance, is in effect during the Contract Term (see § Art. 4): (A) commercial general liability, (B) workers compensation and employer's liability, and (C) commercial automobile liability.

In consideration of the covenants, conditions, and stipulations in and for good and valuable consideration and/or the mutual benefits to be derived from this Agreement, Agency and FCSS, separately referred to as a "**Party**" and collectively as the "**Parties**," hereby enter into this Agreement. Unless this Agreement states or the context requires otherwise, any reference to a Party shall mean the Party and its governing body, officers, employees, and agents, and, if Agency is a school district or charter school, includes Agency's students. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

AGENCY

FCSS

By: \_\_\_\_\_  
Print Name:  
Title:

By: \_\_\_\_\_  
Jim A. Yovino, Superintendent  
or Authorized Designee

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Services and Obligations
Article 1A	Additional Requirements
Article 2	Payment
Article 3	Term and Termination of Agreement
Article 4	Insurance
Article 5	Indemnity
Article 6	Dispute Resolution
Article 7	General Provisions

### ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 SCOPE. Fresno ROP is authorized to establish and maintain Regional Occupational Program activities within Fresno, Madera, and Mariposa Counties. The Agency wishes to cooperate in establishing and maintaining Fresno ROP programs in the Agency. By this Agreement, the Parties desire to set forth the terms and conditions upon which the Parties shall cooperate and share responsibility for performance of this Agreement and to set forth the Parties' rights and obligations relating to this Agreement. In addition to the items set forth in the Cover of this document regarding the Parties' responsibilities, the Parties also agree to the following general provisions:

- 1.1.1. Budget changes that do not increase the total budgeted expenditures for Fresno ROP classes may be authorized by mutual consent of Fresno ROP and the Agency.
- 1.1.2. All capital outlay purchased pursuant to this Agreement is property of FCSS/Fresno ROP.
- 1.1.3. Use of Fresno ROP equipment, and/or property, is limited to Fresno ROP class(es), unless other purposes with specific conditions are authorized by Fresno ROP.
- 1.1.4. A Fresno ROP attached class budget may be terminated at any time by mutual consent of the parties. If terminated, the Agency shall be reimbursed for approved expenditures to date of termination.
- 1.1.5. All Fresno ROP classes must be approved by the Advisory Board of Management and meet California Department of Education's certification guidelines.
- 1.1.6. This Agreement is subject to being terminated by Fresno ROP at any time in the event that adequate funding for Fresno ROP is not approved.
- 1.1.7. In the event of loss, theft, or damage to Fresno ROP equipment and/or property, Agency shall reimburse Fresno ROP the value of its loss, or replace the items at the discretion of Fresno ROP.

SECTION 1.2 WORK SUPERVISION. Except as may be specifically stated on the Cover, each Party shall be solely responsible for: (A) the acts and omissions of its officers, employees, agents, and any other persons who it retains to perform any portion of this Agreement; and (B) taking all reasonable precautions for the safety and prevention of injury to the person of and damage or loss to the property of its officers, employees, agents and any other persons who it retains to perform any portion of this Agreement or to any officers, employees, agents, students, or invitees of the other Party or any third party.

### ARTICLE 1A ADDITIONAL REQUIREMENTS.

SECTION 1A.1 WORK PRODUCTS AND RIGHTS THERETO. Unless stated otherwise on the Cover, the following applies to any data, document, display, drawing, report, material, invention, work, and discovery (whether written, recorded, or electronically stored), including any copyright, right, and interest therein or thereto (collectively "**Work**"), that a Party prepares for or provides to the other Party pursuant to this Agreement: (A) the Work of each Party shall remain its property and that Party shall have all rights thereto; (B) each Party grants to the other Party a limited license during the Contract Term to use and reproduce the other Party's Work for the purpose of performing this Agreement; and (C) upon termination of this Agreement and a Party's request, the other Party shall return any Work that belongs to the requesting Party. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1A.2 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (e.g., employee or student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively "**Confidential Materials**") are provided to or created by a Party for or pursuant to this Agreement, the Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1A.3 REQUIRED DOCUMENTS. A Party must provide to the other Party the Required Documents that are required from the Party as applicable and marked on the Cover, each of which is incorporated by reference into and constitutes a part of this Agreement. If any Required Document becomes incorrect during the Contract Term, the Party providing the Required Document shall promptly notify in writing and/or submit to the other Party the appropriate document reflecting the correct information.

SECTION 1A.4 COMPLIANCE WITH APPLICABLE LAWS AND GRANT. Each Party shall comply with all federal and California laws applicable to its performance of this Agreement. Each provision of law required to be inserted in or that applies to this Agreement shall be deemed inserted herein, and this Agreement shall be read and enforced as though such provision of law is inserted herein. If funds from any grant are used to pay for this Agreement, each Party shall comply with all terms and conditions of the grant that are applicable to it.

## ARTICLE 2 PAYMENT.

Compensation under this Agreement shall be as set forth on the Cover.

## ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement shall become effective on the Effective Date stated on the Cover and shall continue in full force and effect thereafter until and including the Termination Date stated on the Cover ("Contract Term"), unless this Agreement is terminated during the Contract Term in accordance with Section 3.2 below.

SECTION 3.2 GROUNDS FOR TERMINATION. This Agreement shall terminate upon expiration of the Contract Term. During the Contract Term, this agreement may be terminated at any time by mutual consent of the Parties. If terminated, the Agency shall be reimbursed for approved expenditures incurred before the effective date of termination of this Agreement. Despite any contrary provisions in this Agreement, FCSS may terminate this Agreement at any time, effective on the date stated in FCSS' written notice of termination to Agency, in the event FCSS, the Fresno County Board of Education, and/or any entity from which FCSS receives or is to receive funds to pay for this Agreement, reduces or eliminates some or all such funds, or fails to appropriate or determines not to appropriate sufficient funds to make payments under this Agreement for which FCSS is responsible.

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "Force Majeure") provided that the Party has notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse a Payor Party's payment of any amount that is due to the Payee Party under this Agreement where the Payee Party has performed services for which payment is sought and submitted an itemized invoice to the Payor Party. The Payee Party shall not be entitled to any payment for services that the Payee Party did not perform during the period of the Force Majeure.

## ARTICLE 4 INSURANCE.

Each Party, at its cost and during the Contract Term, shall maintain in effect insurance or self-insurance that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request: (A) *commercial general liability* with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) *workers compensation* with limits of not less than \$1,000,000 or as required by California laws, whichever is greater; and *employer's liability insurance* of not less than \$1,000,000; and (C) *commercial automobile liability* covering, at a minimum, all owned, non-owned, and hired autos or any auto, with a combined single limit of not less than \$1,000,000 per accident.

## ARTICLE 5 INDEMNITY.

Except as specifically stated otherwise on the Cover, each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement are as follows: (A) a Party ("Indemnitor") shall indemnify and hold harmless the other Party ("Indemnitee") to the full extent permitted by California laws for any Loss (excluding attorney's fees and litigation costs that the Indemnitee or a Third Party incurred or paid related to the Loss) sustained by the Indemnitee or a Third Party only in proportion to the Indemnitor's liability based on the determination of a governmental entity with jurisdiction to make such a determination or a court of competent jurisdiction, whichever determination is final; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right to indemnity and/or hold harmless of such fees and costs, or any right to defense, from the other Party. A Party who intends to seek or seeks indemnity and/or hold harmless of any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or



the lack of insurance but apply to the full extent permitted by California laws. "Claim" means any claims, demands, lawsuits, causes of action, actions, cross-complaints, cross-actions, and/or proceedings arising out of, resulting from, or related to this Agreement where there has been no final determination of liability by a governmental entity with jurisdiction to make such a determination or a court of competent jurisdiction. "Loss" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, judgment, expense, and/or cost arising out of, resulting from, or relating to this Agreement and for which there has been a final determination by a governmental entity with jurisdiction to make such a determination or a court of competent jurisdiction that a Party is or both Parties are liable. "Third Party" means a person who or an entity that is not a Party to this Agreement and is not employed by, contracted with, whether directly or through a subcontract of any level, or otherwise retained by a Party to act for or on the Party's behalf. The provisions of this Article shall survive the termination of this Agreement.

#### ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement. During any dispute, the Parties shall continue to perform this Agreement as FCSS directs without prejudice to a final determination. During a dispute regarding payment under this Agreement, the Payor Party shall pay the Payee Party the amount that is undisputed and due to the Payee Party; if a disputed amount is finally determined to be due to the Payee Party, the Payor Party shall pay such amount to the Payee Party within 30 days of the final determination. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after complying with this Article. The provisions of this Article shall survive the termination of this Agreement.

#### ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and any conflicts or inconsistencies in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, Required Documents marked as required on the Cover, any exhibit or attachment that is stated on the Cover, and any amendment entered into by the Parties in accordance with this Section. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any covenant, term, or condition of this Agreement only by a writing executed by them.

SECTION 7.2 INTERPRETATION, APPLICABLE LAWS AND TIME ZONE, VENUE, SEVERABILITY, AND SURVIVAL OF TERMINATION. This Agreement is to be interpreted according to its fair meaning and not strictly for or against any Party, and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an agency relationship, partnership, or joint venture between the Parties. A Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not be read or construed to prohibit FCSS from contracting with one or more third parties to provide all or a part of the services required from FCSS under this Agreement.

SECTION 7.4 NOTICES. Except as may be specifically stated otherwise in this Agreement, each Party shall give any notices, demands, invoices, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier services that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail and transmitted by facsimile or e-mail; and, **if to FCSS, a copy thereof, not to include invoices and communications regarding normal implementation of this Agreement, by facsimile to: Lead Legal Counsel at (559) 265-3054.** A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

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## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Issuance of Expulsion/Readmission Orders

**Responsible Staff:** **Victor Villar, Associate Superintendent of Educational Services**  
Dr. Michael Mueller, Director of Student Services

**Agenda Placement:** Consent

**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:

- 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: 6828, 201372, 502430, 16078, 301325, A-2014/15, 403948, 15110, B-2013/14, 202878 and 15973.

**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:** September 23, 2014

**Subject:** Approval of July 30, 2014 Student Body Statement of Club Trust Accounts

**Responsible Staff:** Teri Bradshaw, Director of Fiscal Services

**Agenda Placement:** Consent

**Background/ rationale:**

Income and expenditures for the Student Body Statement of Club Trust Accounts for Madera High School, Madera South High School, Mountain Vista High School, Thomas Jefferson Middle School, Martin Luther King Jr. Middle School, and Jack Desmond Middle School for July 1, 2014 through July 31, 2014.

The following information is being provided for each club:

- Beginning balance
- Income received
- Expenditures Posted
- Funds Transferred between Clubs
- Actual Ending Balance
- Encumbered (Reserved) Budget
- Ending Balance Net of Encumbrances

**Financial impact:**

None

**Superintendent's recommendation:**

Superintendent recommends approval of the July 31, 2014 Student Body Statement of Club Trust Accounts.

**Supporting documents attached:**

Account Analysis Report for July 1, 2014 through July 31, 2014 for:

- Madera High School
- Madera South High School
- Mountain Vista High School
- Thomas Jefferson Middle School
- Martin Luther King Jr. Middle School
- Jack Desmond Middle School

Account Num	Account Name	Beg Balance	Inflows	Outflows	End Balance
<b>Assets</b>					
40-1203-00-00	Cash Sav-Wells Fargo TDC 2	\$ 40,222.93	\$ 0.00	\$ 40,222.93	\$ 0.00
40-1121-00-00	Cash, Checking	21,074.94	48,723.20	3,249.87	66,548.27
40-1201-00-00	Cash, Sav-WestAmerica BK (ASB)	43,957.99	7.22	0.00	43,965.21
40-1200-00-00	Cash, Savings-Wells Fargo Bank TDC	33,060.29	0.00	0.00	33,060.29
1201	Undeposited Funds	0.00	60,109.08	50,477.08	9,632.00
		<u>\$ 138,316.15</u>	<u>\$ 108,839.50</u>	<u>\$ 93,949.88</u>	<u>\$ 153,205.77</u>
<b>Liabilities &amp; Equity</b>					
40-2302-50-00	Academic Exploration	\$ 231.06	\$ 0.00	\$ 0.00	\$ 231.06
40-2355-50-00	Accapella Club	225.00	0.00	0.00	225.00
40-2391-40-00	Activities Pass Deposits	1,784.34	1,610.00	153.92	3,240.42
40-5102-10-00	Albonico Scholarship	9,100.00	0.00	0.00	9,100.00
40-2380-50-00	Anime Club	109.26	0.00	0.00	109.26
40-2370-50-00	Art Club	847.22	0.00	0.00	847.22
40-2301-50-00	Asian American Club	285.79	0.00	0.00	285.79
40-2310-30-00	Athletic Supplies	2,037.78	0.00	338.41	1,699.37
40-2242-50-00	B.F.F. - Bullying Forever Forgotten	334.00	0.00	0.00	334.00
40-2305-60-00	Band	434.63	0.00	0.00	434.63
40-2320-30-00	Baseball	225.00	0.00	0.00	225.00
40-2321-30-10	Basketball-Boys	85.20	0.00	0.00	85.20
40-2321-30-20	Basketball-Girls	12.73	0.00	0.00	12.73
40-2308-30-10	Block M- Boys & Girls	3,824.93	0.00	0.00	3,824.93
40-2309-50-00	Blue & White	8,219.11	3,111.00	760.00	10,570.11
40-2206-50-00	Blue Crew	173.39	0.00	0.00	173.39
40-2356-50-00	Book Club	131.30	0.00	0.00	131.30
40-2330-50-00	Bowling Club	1,648.41	0.00	0.00	1,648.41
40-2318-50-00	C.S.F.	2,395.62	0.00	0.00	2,395.62
40-2354-50-00	Campus Awakening (Impact Club)	153.95	0.00	153.95	0.00
40-2365-50-00	Chess Club	102.00	0.00	0.00	102.00
40-2319-60-00	Choir	1,359.43	0.00	61.99	1,297.44
40-2319-60-40	Choir-Musicals	723.00	0.00	0.00	723.00
40-2212-20-00	Class of 2012	1,001.93	0.00	1,001.93	0.00
40-2213-20-00	Class of 2013	2,113.97	0.00	2,113.97	0.00
40-2214-20-00	Class of 2014	512.29	0.00	0.00	512.29
40-2215-20-00	Class of 2015	4,606.74	0.00	94.51	4,512.23
40-2216-20-00	Class of 2016	2,563.85	0.00	0.00	2,563.85
40-2217-20-00	Class of 2017	503.20	0.00	0.00	503.20
40-2310-60-00	Colorguard	447.40	0.00	140.88	306.52
40-2338-50-00	Coyote Drama Productions	5,142.93	0.00	0.00	5,142.93
40-2247-50-00	Coyote PE	4.00	0.00	0.00	4.00
40-2323-30-00	Cross Country-Boys & Girls	3,745.07	0.00	58.03	3,687.04
40-2201-20-00	Cyber High	586.00	0.00	0.00	586.00
40-5300-10-00	Dave Schoettler Memorial Schl	1,040.00	0.00	0.00	1,040.00
90-1000-00-00	District Clearing	0.00	189.50	30.00	159.50
40-2392-40-00	E T Extravaganza	3,294.94	0.00	518.40	2,776.54
40-5103-10-00	E.L.L. Scholarship	125.00	0.00	0.00	125.00
40-2339-40-00	Executive Council	1,144.31	0.00	0.00	1,144.31
40-2341-50-00	F.B.L.A.	196.20	0.00	0.00	196.20
40-2371-50-00	Fashion Design Club	3,264.76	0.00	5.78	3,258.98
40-2343-50-00	FCCLA General Activities	1,199.44	0.00	1,199.44	0.00
40-2241-50-00	FCCLA Grant	1,250.00	0.00	1,250.00	0.00



Account Num	Account Name	Beg Balance	Inflows	Outflows	End Balance
40-5104-10-00	FCCLA Scholarship	295.88	0.00	295.88	0.00
40-2377-50-00	Fellowship of Christian Athlet	83.89	0.00	0.00	83.89
40-2324-30-00	Football	2,938.32	0.00	0.00	2,938.32
40-2340-50-00	Forensics	417.00	0.00	0.00	417.00
40-2337-50-00	Future Teachers	2,057.10	0.00	0.00	2,057.10
40-2350-50-00	Gay Straight Alliance	382.07	0.00	0.00	382.07
40-2320-50-00	Glee Club	1,140.92	0.00	0.00	1,140.92
40-2334-30-00	Golf	38.05	0.00	0.00	38.05
40-2207-30-00	Gymnastics	70.21	0.00	0.00	70.21
40-2369-50-00	Hinton's Historian's	46.80	0.00	46.80	0.00
40-2342-50-00	Inclusion	654.72	0.00	0.00	654.72
40-2317-50-00	Indopak	1,329.40	0.00	1,329.40	0.00
40-5107-10-00	Jack Desmond Scholarship	120.00	0.00	0.00	120.00
40-5206-10-00	Joan Davis Memorial Scholarship	1,425.00	0.00	0.00	1,425.00
40-5113-10-00	Jon Hinton Memorial Scholarship	0.00	500.00	0.00	500.00
40-5114-10-00	Kelly Roberts Memorial	120.00	0.00	0.00	120.00
40-2221-50-00	Key Club	472.69	0.00	0.00	472.69
40-2209-40-00	Link Crew	26.65	0.00	0.00	26.65
40-2303-50-00	Literary Magazine	921.90	0.00	921.90	0.00
40-2349-50-00	M.A.Y.A. Club	3,179.14	0.00	0.00	3,179.14
40-2249-50-00	M.A.Y.A. Leadership Conference	2,968.14	0.00	0.00	2,968.14
40-2311-50-00	Maderan	2,058.40	0.00	102.84	1,955.56
40-2348-50-00	Mexican American Club	2,073.64	0.00	0.00	2,073.64
40-2314-40-00	MHS ASB-Transfers Only	1,083.45	0.00	0.00	1,083.45
40-2204-40-00	MHS School Identification	1,126.32	40,212.93	40,212.93	1,126.32
40-2385-50-00	Opportunity Club	33.00	0.00	33.00	0.00
40-2345-30-00	P.E. Uniforms (Girls/Boys)	5,463.12	4,387.00	20.00	9,830.12
40-2315-70-00	Pep & Cheer Uniforms	475.55	0.00	0.00	475.55
40-2646-70-00	Pep & Cheer Winter Formal Only	8.67	0.00	0.00	8.67
40-2312-60-00	Piano/Guitar	377.83	0.00	0.00	377.83
40-5105-10-00	Ray Pool Scholarship	5,000.00	0.00	0.00	5,000.00
40-2376-50-00	Robotics	584.76	0.00	0.00	584.76
40-5314-10-00	Rodger Scott Memorial Schlrsip	600.00	0.00	0.00	600.00
40-5108-10-00	School of Business Scholarship	500.00	0.00	0.00	500.00
40-2352-50-00	Science Club	4,187.45	0.00	0.00	4,187.45
40-2367-50-00	Science Olympiad Club	46.85	0.00	46.85	0.00
40-2373-50-00	Snow/Ski Club	46.75	0.00	0.00	46.75
40-2358-50-00	Sober Graduation	25.00	0.00	0.00	25.00
40-2325-30-20	Soccer-Girls	383.47	0.00	0.00	383.47
40-2327-30-00	Softball	80.08	0.00	0.00	80.08
40-2366-50-00	Special Ed/R.S.P.	661.62	0.00	661.62	0.00
40-2313-40-00	Student Government General	0.00	18,928.36	2,192.57	16,735.79
40-5101-10-00	Student Govt Scholarship	2,180.60	388.99	0.00	2,569.59
40-2345-80-00	Student Store	11,192.35	0.00	33.65	11,158.70
40-2351-50-00	Teen Parent Club	737.98	0.00	0.00	737.98
40-2306-30-20	Tennis-Girls	885.00	0.00	0.00	885.00
40-2331-30-00	Track	3,570.60	0.00	588.10	2,982.50
40-2346-50-00	Travel Club - Duncan Nedham (advisor)	7.56	0.00	0.00	7.56
40-2359-50-00	V.I.C.A.	45.88	0.00	0.00	45.88
40-2362-50-00	V.I.C.A. Architecture	2.26	0.00	0.00	2.26
40-2363-50-00	V.I.C.A. Auto Shop	1,156.79	0.00	0.00	1,156.79
40-2361-50-00	V.I.C.A.-Metal	1,306.80	0.00	0.00	1,306.80
40-2360-50-00	V.I.C.A.-Wood	4,443.67	0.00	0.00	4,443.67
40-2332-30-10	Volleyball-Boys	359.89	0.00	0.00	359.89
40-2332-30-20	Volleyball-Girls	88.71	0.00	0.00	88.71

<u>Account Num</u>	<u>Account Name</u>	<u>Beg Balance</u>	<u>Inflows</u>	<u>Outflows</u>	<u>End Balance</u>
40-2304-30-10	Water Sports-Boys	380.87	0.00	0.00	380.87
40-2304-30-20	Water Sports-Girls	721.89	0.00	0.00	721.89
40-2335-30-00	Wrestling	380.53	0.00	55.20	325.33
3001	Fund Balance	165.75	0.00	0.00	165.75
		<u>\$ 138,316.15</u>	<u>\$ 69,327.78</u>	<u>\$ 54,421.95</u>	<u>\$ 153,221.98</u>

**Revenue**

4001	Interest Income	<u>\$ 0.00</u>	<u>\$ 8.17</u>	<u>\$ 0.00</u>	<u>\$ 8.17</u>
		<u>\$ 0.00</u>	<u>\$ 8.17</u>	<u>\$ 0.00</u>	<u>\$ 8.17</u>

**Expenses**

5001	Bank Charges	<u>\$ 0.00</u>	<u>\$ 24.38</u>	<u>\$ 0.00</u>	<u>\$ 24.38</u>
		<u>\$ 0.00</u>	<u>\$ 24.38</u>	<u>\$ 0.00</u>	<u>\$ 24.38</u>

Account Num	Account Name	Beg Balance	Inflows	Outflows	End Balance
<b>Assets</b>					
49-121-00-00	Cash, Checking	\$ 169,240.07	\$ 8,111.33	\$ 12,866.82	\$ 164,484.58
1201	Undeposited Funds	0.00	8,106.93	8,106.93	0.00
		<u>\$ 169,240.07</u>	<u>\$ 16,218.26</u>	<u>\$ 20,973.75</u>	<u>\$ 164,484.58</u>
<b>Liabilities &amp; Equity</b>					
49-2387-50-00	Alfred Society Club	\$ 213.10	\$ 0.00	\$ 0.00	\$ 213.10
49-2370-50-00	Art Club	1,571.22	0.00	0.00	1,571.22
49-5210-10-00	Audrey Pool Scholarship	5,000.00	0.00	0.00	5,000.00
49-2376-50-00	AVID-College Club	907.94	0.00	0.00	907.94
49-2304-50-00	Awakening Club	840.30	0.00	0.00	840.30
49-2305-60-00	Band	199.75	0.00	0.00	199.75
49-2306-50-00	Black Student Union	2,072.10	0.00	0.00	2,072.10
49-2308-30-10	Block S Boys	2,404.79	0.00	0.00	2,404.79
49-2308-30-20	Block S Girls	31.91	0.00	0.00	31.91
49-2318-50-00	C.S.F.	6,250.39	0.00	53.20	6,197.19
49-2319-60-00	Choir	1,953.78	0.00	0.00	1,953.78
49-2214-20-00	Class of 2014	768.95	0.00	0.00	768.95
49-2215-20-00	Class of 2015	15,515.00	40.00	45.85	15,509.15
49-2216-20-00	Class of 2016	1,426.73	0.00	0.00	1,426.73
49-2217-20-00	Class of 2017	457.54	0.00	0.00	457.54
49-2310-60-00	Colorguard	821.76	0.00	0.00	821.76
49-2340-50-00	F.B.L.A.	2,125.33	129.52	446.02	1,808.83
49-2243-50-00	F.F.A. -Nationals	3,793.25	7,353.11	0.00	11,146.36
49-2242-50-00	F.F.A. Activities	10,842.07	0.00	3,181.99	7,660.08
49-2249-50-00	F.F.A. Competitions	383.98	0.00	0.00	383.98
49-2246-50-00	F.F.A. Horse	443.26	0.00	0.00	443.26
49-2247-50-00	F.F.A. Materials	1,960.92	0.00	0.00	1,960.92
49-5225-10-00	F.F.A. Memorial Fund	2,332.00	0.00	0.00	2,332.00
49-2248-50-00	F.F.A. Ornamental Horticulture	14,762.84	175.00	236.15	14,701.69
49-2245-50-00	F.F.A. Plants	4,306.40	0.00	89.78	4,216.62
49-2244-50-00	F.F.A. Small Engine Equipment	4,146.13	0.00	0.00	4,146.13
49-2373-50-00	Fashion Club	4,485.01	0.00	0.00	4,485.01
49-2320-50-00	FCA Club	3.89	0.00	0.00	3.89
49-2250-50-00	FFA B.I.G.	965.26	0.00	0.00	965.26
49-2251-50-00	FFA West Fresno/Madera Section	4,841.26	0.00	0.00	4,841.26
49-2350-50-00	Friday Nite Live	183.09	0.00	0.00	183.09
49-2312-60-00	Guitar	755.49	0.00	0.00	755.49
49-2390-50-00	H.O.S.A.	5,663.19	0.00	2,985.00	2,678.19
49-2343-50-0	Hero	1,481.74	0.00	0.00	1,481.74
49-2369-50-00	History Club	985.32	0.00	0.00	985.32
49-2382-50-00	Indo Krew Club	68.76	0.00	0.00	68.76
49-2206-50-00	Key Club	1,046.75	0.00	0.00	1,046.75
49-2209-40-00	Link Crew	602.00	0.00	0.00	602.00
49-5230-10-00	M Wong Class of 85 Scholarship	2,000.00	0.00	0.00	2,000.00
49-2385-50-00	Opportunity Club	6,663.56	0.00	0.00	6,663.56
49-2316-70-00	Pep & Cheer Genl Fund Raiser	149.75	0.00	0.00	149.75
49-2378-50-00	Rainbow Alliance	1,773.70	0.00	0.00	1,773.70
49-2352-50-00	Science Club	1,269.58	0.00	0.00	1,269.58
49-2303-50-00	Slam Poetry Club	216.00	0.00	0.00	216.00
49-2358-50-00	Sober Grad	1,777.64	0.00	0.00	1,777.64
49-2347-50-00	Spanish Club	1,246.90	0.00	0.00	1,246.90
49-2375-50-00	Stallion Club	971.93	0.00	0.00	971.93
49-2344-30-00	Stallion P.E. (Girls/Boys)	14,128.07	0.00	3,756.33	10,371.74



Account Num	Account Name	Beg Balance	Inflows	Outflows	End Balance
49-2327-30-00	Stallion Softball	57.01	0.00	0.00	57.01
49-2336-50-00	Stallion Theatrical Company	19,897.85	0.00	0.00	19,897.85
49-2314-40-00	STDNT Government Parking Permits	2,490.60	0.00	0.00	2,490.60
49-2313-40-00	Student Government General	8,292.09	409.30	3,149.81	5,551.58
49-2208-30-00	Table Tennis	544.36	0.00	0.00	544.36
49-2309-50-00	The Spur (Yearbook)	503.74	0.00	0.00	503.74
49-2330-50-00	Yearbook Club	1,771.40	0.00	0.00	1,771.40
3001	Fund Balance	(1,127.31)	1,127.31	0.00	0.00
		<u>\$ 169,240.07</u>	<u>\$ 9,234.24</u>	<u>\$ 13,944.13</u>	<u>\$ 164,530.18</u>

**Revenue**

4001	Interest Income	<u>\$ 0.00</u>	<u>\$ 4.40</u>	<u>\$ 0.00</u>	<u>\$ 4.40</u>
		<u>\$ 0.00</u>	<u>\$ 4.40</u>	<u>\$ 0.00</u>	<u>\$ 4.40</u>

**Expenses**

5001	Bank Charges	<u>\$ 0.00</u>	<u>\$ 50.00</u>	<u>\$ 0.00</u>	<u>\$ 50.00</u>
		<u>\$ 0.00</u>	<u>\$ 50.00</u>	<u>\$ 0.00</u>	<u>\$ 50.00</u>

<u>Account Num</u>	<u>Account Name</u>	<u>Beg Balance</u>	<u>Inflows</u>	<u>Outflows</u>	<u>End Balance</u>
<b>Assets</b>					
57-1121-00-00	Cash, Checking	\$ 10,709.11	\$ 0.00	\$ 0.00	\$ 10,709.11
1201	Undeposited Funds	0.00	30.00	0.00	30.00
		<u>\$ 10,709.11</u>	<u>\$ 30.00</u>	<u>\$ 0.00</u>	<u>\$ 10,739.11</u>
<b>Liabilities &amp; Equity</b>					
57-2350-50-00	Cal Safe	\$ 5,891.36	\$ 0.00	\$ 0.00	\$ 5,891.36
57-2340-50-00	Leadership	4,566.88	30.00	0.00	4,596.88
57-2313-40-00	Student Government General	430.57	0.00	179.70	250.87
3001	Fund Balance	(179.70)	179.70	0.00	0.00
		<u>\$ 10,709.11</u>	<u>\$ 209.70</u>	<u>\$ 179.70</u>	<u>\$ 10,739.11</u>
<b>Revenue</b>					
		<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
<b>Expenses</b>					
57-2314-40-00	Cash Over/Short Account	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

Account Num	Account Name	Beg Balance	Inflows	Outflows	End Balance
<b>Assets</b>					
56-1121-00-00	CASH, CHECKING	\$ 17,282.95	\$ 0.00	\$ 0.00	\$ 17,282.95
1201	Undeposited Funds	214.44	0.00	0.00	214.44
		<u>\$ 17,497.39</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 17,497.39</u>
<b>Liabilities &amp; Equity</b>					
56-5220-10-00	Anderson Scholarship	\$ 780.50	\$ 0.00	\$ 0.00	\$ 780.50
56-2376-50-00	AVID	450.50	0.00	0.00	450.50
56-2305-60-00	Band	725.43	0.00	0.00	725.43
56-2320-30-00	Baseball	359.99	0.00	0.00	359.99
56-2321-30-10	Basketball (Boys')	324.00	0.00	0.00	324.00
56-2308-30-10	Block J	121.00	122.45	243.45	0.00
56-2318-50-00	C.J.S.F.	154.68	0.00	0.00	154.68
56-2316-70-00	Cheer	704.34	0.00	0.00	704.34
56-2319-60-00	Choir	1,646.39	0.00	0.00	1,646.39
56-2336-50-00	Drama Club	248.33	0.00	0.00	248.33
56-2324-30-00	Football	0.00	50.14	50.14	0.00
56-2358-50-00	Girls Involvement	109.29	0.00	0.00	109.29
56-2304-50-00	Mission 2012	329.89	0.00	0.00	329.89
56-2344-30-00	PE	3,577.19	0.00	0.00	3,577.19
56-2385-50-00	Peer Helpers	0.00	590.65	590.65	0.00
56-2327-30-00	Softball	507.09	0.00	0.00	507.09
56-2313-40-00	Student Government General	4,311.61	884.24	763.24	4,432.61
56-2329-30-00	Tennis	447.66	0.00	0.00	447.66
56-2309-50.00	Yearbook - Class	2,699.50	0.00	0.00	2,699.50
		<u>\$ 17,497.39</u>	<u>\$ 1,647.48</u>	<u>\$ 1,647.48</u>	<u>\$ 17,497.39</u>
<b>Revenue</b>					
		<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
<b>Expenses</b>					
		<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

<u>Account Num</u>	<u>Account Name</u>	<u>Beg Balance</u>	<u>Inflows</u>	<u>Outflows</u>	<u>End Balance</u>
<b>Assets</b>					
39-1121-00-00	CASH, CHECKING	\$ 15,725.00	\$ 0.00	\$ 0.00	\$ 15,725.00
		<u>\$ 15,725.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 15,725.00</u>
<b>Liabilities &amp; Equity</b>					
39-2310-30-00	Athletics	\$ 581.22	\$ 0.00	\$ 0.00	\$ 581.22
39-2376-50-00	AVID	640.42	0.00	0.00	640.42
39-2318-50-00	CJSF	1,414.12	0.00	0.00	1,414.12
39-2346-50-00	Intl Club	135.32	0.00	0.00	135.32
39-2385-50-00	Peer Helpers	267.33	0.00	0.00	267.33
39-2313-40-00	Student Council	9,837.24	0.00	31.00	9,806.24
39-2330-50-00+	Yearbook Club	2,880.35	0.00	0.00	2,880.35
3001	Fund Balance	(31.00)	31.00	0.00	0.00
		<u>\$ 15,725.00</u>	<u>\$ 31.00</u>	<u>\$ 31.00</u>	<u>\$ 15,725.00</u>
<b>Revenue</b>					
		<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
<b>Expenses</b>					
5001	Bank Charges	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
39-2314-40-00	Cash Over/Short Account	0.00	0.00	0.00	0.00
		<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

<u>Account Num</u>	<u>Account Name</u>	<u>Beg Balance</u>	<u>Inflows</u>	<u>Outflows</u>	<u>End Balance</u>
<b>Assets</b>					
60-1121-00-00	Checking	\$ 11,810.85	\$ 0.00	\$ 0.00	\$ 11,810.85
		<u>\$ 11,810.85</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 11,810.85</u>
<b>Liabilities &amp; Equity</b>					
2001	Accounts Payable	\$ 1,289.50	\$ 0.00	\$ 0.00	\$ 1,289.50
60-2313-40-00	ASB	3,785.97	0.00	0.00	3,785.97
60-2305-60-00	Band	120.00	0.00	0.00	120.00
60-2330-50-00	Block D	1,621.65	0.00	0.00	1,621.65
60-2318-50-00	CJSF	68.00	0.00	0.00	68.00
60-2355-50-00	Gamers	177.26	0.00	0.00	177.26
60-2385-50-00	Peer Helpers	953.77	0.00	0.00	953.77
60-2302-50-00	Principal's Incentive Account	279.46	0.00	0.00	279.46
60-2367-50-00	Science Club	218.01	0.00	0.00	218.01
60-2309-50-00	Yearbook	1,977.23	0.00	0.00	1,977.23
3001	Fund Balance	1,320.00	0.00	0.00	1,320.00
		<u>\$ 11,810.85</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 11,810.85</u>
<b>Revenue</b>					
		<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
<b>Expenses</b>					
		<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Approval of August 2014 Payroll Payment Order

**Responsible Staff:** Teri Bradshaw, Director of Fiscal Services

**Agenda Placement:** Consent

**Background/ rationale:**

Payroll warrants are processed monthly and subsequently sent to the Board for ratification. The payroll warrants processed are within the current Board Approved budget allocations.

**Financial impact:**

Financial impact of payroll warrants processed from 8/6/2014 through 8/29/2014:

	CURRENT YR 8/6/2014	CURRENT YR 8/14/2014	CURRENT YR 8/29/2014
FOR ALL FUNDS:	\$49,064.23	\$2,063.33	\$12,248,792.21
CANCELLED WARRANTS:	\$0.00	\$0.00	\$0.00
TOTAL:	\$49,064.23	\$2,063.33	\$12,248,792.21

**GRAND TOTAL** **\$12,299,919.77**

**Superintendent's recommendation:**

Superintendent recommends approval of the Payroll Payment Order.

**Supporting documents attached:**

- Payment Orders for Checks Processed on:
  - 8/06/2014
  - 8/14/2014
  - 8/29/2014



**PAYROLL PAYMENT ORDER  
TO THE  
COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
COUNTY AUDITOR OF MADERA COUNTY, CALIFORNIA**

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

CHECK DATE: 8/6/2014  
BOARD DATE: 9/23/2014

PAYROLL PRELIST IN REQUEST: AUGUST 2014 SUPPLEMENTAL

**TOTAL REQUESTS BY FUND FOR PAYMENT:**

**TOTALS BY FUNDS:**

<b>83500</b>	<b>01 GENERAL FUND</b>	Gross - \$	42,865.32	Ret H/W - \$	-	PERS Red - \$	-	
		Fica - \$	234.10	H/W - \$	-	W/C - \$	752.73	
		Medi - \$	621.56	PERS - \$	244.92	Ret H/W Adj - \$	853.02	
		SUI - \$	21.45	STRS - \$	3,471.13			\$ 49,064.23
<b>83510</b>	<b>11 ADULT ED</b>	Gross -		Ret H/W -		PERS Red -		
		Fica -		H/W -		W/C -		
		Medi -		PERS -		Ret H/W Adj - \$	-	
		SUI -		STRS -				\$ -
<b>83550</b>	<b>12 CHILD DEVELOPMENT</b>	Gross -		Ret H/W -		PERS Red -		
		Fica -		H/W -		W/C -		
		Medi -		PERS -		Ret H/W Adj - \$	-	
		SUI -		STRS -				\$ -
<b>83540</b>	<b>13 CAFETERIA</b>	Gross -		Ret H/W -		PERS Red -		
		Fica -		H/W -		W/C -		
		Medi -		PERS -		Ret H/W Adj - \$	-	
		SUI -		STRS -				\$ -
<b>83530</b>	<b>25 DEVELOPER FEES</b>	Gross -		Ret H/W -		PERS Red -		
		Fica -		H/W -		W/C -		
		Medi -		PERS -		Ret H/W Adj - \$	-	
		SUI -		STRS -				\$ -
<b>83730</b>	<b>35 SCHOOL FACILITIES</b>	Gross -		Ret H/W -		PERS Red -		
		Fica -		H/W -		W/C -		
		Medi -		PERS -		Ret H/W Adj - \$	-	
		SUI -		STRS -				\$ -
<b>GRAND TOTAL:</b>								<b>\$ 49,064.23</b>

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 WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING. PAYROLL REVOLVING FUND (E.C. 42546). THEY ARE FURTHER AUTHORIZED TO DRAW

APPROVED BY: Teri Bradshaw  
TERI BRADSHAW, DIRECTOR OF FISCAL SERVICES

DATE: 8/6/14

PAYMENT ORDER PREPARED BY: MARISOL INIGUEZ  
PAYROLL ACCOUNTING TECH V

\*\*\*\*\*FOR COUNTY SCHOOLS USE ONLY\*\*\*\*\*

AUDITED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**Payroll Summary**  
Employer Summary for Payroll Dated : 8/6/2014 8:44:00 AM

08/26/2014  
2:58 pm

Page 2 of 2

	A	B	C	D	E	F	G	H	I	J	K	L	M	
EMPR	Ext.Gross	Gross/Rate	Alt. Ret Ben	Fica Ben	Medi Ben	Sdi Ben	Sui Ben	H/W Ben	Pers Ben	Strs Ben	P/R Ben	WComp Ben	Docks	4
		Ret. Base	Oth1 Ben	Oth2 Ben	Oth3 Ben	Oth4 Ben								5
	42,865.32	41,200.47	0.00	234.10	621.56	0.00	21.45	0.00	244.92	3,471.13	0.00	752.73	0.00	
		57,023.23	0.00	0.00	0.00	0.00								
SUI Wages :							42,865.32							

**Totals by type:**

\$ 42,865.32 Gross  
 \$ 234.10 Fica  
 \$ 621.56 Medi  
 \$ 21.45 SUI  
 \$ - Ret H/W  
 \$ 853.02 \*Ret H/W 1.99% adj  
 \$ - H/W  
 \$ 244.92 PERS  
 \$ 3,471.13 STRS  
 \$ - PERS Red  
 \$ 752.73 W/C  
 \$ 49,064.23 Total

\$ - Dock Recap

*\*To be adjusted*

*Not on Summary Report*

District Totals: MADERA UNIFIED

Number Of Employees: 10

**PAYROLL PAYMENT ORDER  
TO THE  
COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
COUNTY AUDITOR OF MADERA COUNTY, CALIFORNIA**

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

CHECK DATE: 8/14/2014  
BOARD DATE: 9/23/2014

PAYROLL PRELIST IN REQUEST: AUGUST 2014 MID-MONTH

**TOTAL REQUESTS BY FUND FOR PAYMENT:**

**TOTALS BY FUNDS:**

<b>83500</b>	<b>01 GENERAL FUND</b>	<u>Gross</u> - \$	1,844.44	<u>Ret H/W</u> - \$	-	<u>PERS Red</u> -		
		<u>Fica</u> - \$	79.54	<u>H/W</u> - \$	-	<u>W/C</u> - \$	32.39	
		<u>Medi</u> - \$	25.73	<u>PERS</u> - \$	-	<u>Ret H/W Adj</u> - \$	36.70	
		<u>SUI</u> - \$	0.89	<u>STRS</u> - \$	43.64			\$ 2,063.33
<b>83510</b>	<b>11 ADULT ED</b>	<u>Gross</u> -		<u>Ret H/W</u> -		<u>PERS Red</u> -		
		<u>Fica</u> -		<u>H/W</u> -		<u>W/C</u> -		
		<u>Medi</u> -		<u>PERS</u> -		<u>Ret H/W Adj</u> - \$	-	
		<u>SUI</u> -		<u>STRS</u> -				\$ -
<b>83550</b>	<b>12 CHILD DEVELOPMENT</b>	<u>Gross</u> -		<u>Ret H/W</u> -		<u>PERS Red</u> -		
		<u>Fica</u> -		<u>H/W</u> -		<u>W/C</u> -		
		<u>Medi</u> -		<u>PERS</u> -		<u>Ret H/W Adj</u> - \$	-	
		<u>SUI</u> -		<u>STRS</u> -				\$ -
<b>83540</b>	<b>13 CAFETERIA</b>	<u>Gross</u> -		<u>Ret H/W</u> -		<u>PERS Red</u> -		
		<u>Fica</u> -		<u>H/W</u> -		<u>W/C</u> -		
		<u>Medi</u> -		<u>PERS</u> -		<u>Ret H/W Adj</u> - \$	-	
		<u>SUI</u> -		<u>STRS</u> -				\$ -
<b>83530</b>	<b>25 DEVELOPER FEES</b>	<u>Gross</u> -		<u>Ret H/W</u> -		<u>PERS Red</u> -		
		<u>Fica</u> -		<u>H/W</u> -		<u>W/C</u> -		
		<u>Medi</u> -		<u>PERS</u> -		<u>Ret H/W Adj</u> - \$	-	
		<u>SUI</u> -		<u>STRS</u> -				\$ -
<b>83730</b>	<b>35 SCHOOL FACILITIES</b>	<u>Gross</u> -		<u>Ret H/W</u> -		<u>PERS Red</u> -		
		<u>Fica</u> -		<u>H/W</u> -		<u>W/C</u> -		
		<u>Medi</u> -		<u>PERS</u> -		<u>Ret H/W Adj</u> - \$	-	
		<u>SUI</u> -		<u>STRS</u> -				\$ -
<b>GRAND TOTAL:</b>								<b>\$ 2,063.33</b>

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 WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING. PAYROLL REVOLVING FUND (E.C. 42546). THEY ARE FURTHER AUTHORIZED TO DRAW

APPROVED BY: Teri Bradshaw  
TERI BRADSHAW, DIRECTOR OF FISCAL SERVICES

DATE: 8/14/14

PAYMENT ORDER PREPARED BY: MARISOL INIGUEZ  
PAYROLL ACCOUNTING TECH V

\*\*\*\*\*FOR COUNTY SCHOOLS USE ONLY\*\*\*\*\*

AUDITED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

# Payroll Summary

08/26/2014

Page 2 of 2

Employer Summary for Payroll Dated : 8/14/2014 8:28:00 AM

3:36 pm

	A	B	C	D	E	F	G	H	I	J	K	L	M	
EMPR	Ext. Gross	Gross/Rate	Alt. Ret Ben	Fica Ben	Medi Ben	Sdi Ben	Sui Ben	H/W Ben	Pers Ben	Strs Ben	P/R Ben	WComp Ben	Docks	4
		Ret. Base	Oth1 Ben	Oth2 Ben	Oth3 Ben	Oth4 Ben								5
	1,844.44	520.08	0.00	79.54	25.73	0.00	0.89	0.00	0.00	43.64	0.00	32.39	0.00	
		4,116.70	0.00	0.00	0.00	0.00								
SUI Wages :							1,774.44							

## Totals by type:

\$ 1,844.44 Gross  
 \$ 79.54 Fica  
 \$ 25.73 Medi  
 \$ 0.89 SUI  
 \$ - Ret H/W  
 \$ 36.70 \*Ret H/W 1.99% adj  
 \$ - H/W  
 \$ - PERS  
 \$ 43.64 STRS  
 \$ - PERS Red  
 \$ 32.39 W/C  
 \$ 2,063.33 Total

\$ - Dock Recap

*\*To be adjusted*

*Not on Summary Report*

District Totals: MADERA UNIFIED

Number Of Employees:

3

**PAYROLL PAYMENT ORDER  
TO THE  
COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
COUNTY AUDITOR OF MADERA COUNTY, CALIFORNIA**

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

CHECK DATE: 8/29/2014  
BOARD DATE: 9/23/2014

PAYROLL PRELIST IN REQUEST: AUGUST 2014 REGULAR

**TOTAL REQUESTS BY FUND FOR PAYMENT:**

**TOTALS BY FUNDS:**

<b>83500</b>	<b>01 GENERAL FUND</b>	<u>Gross</u> - \$	7,874,008.77	<u>Ret H/W</u> - \$	157,546.90	<u>PERS Red</u> - \$	-	
		<u>Fica</u> - \$	105,069.01	<u>H/W</u> - \$	2,540,674.39	<u>W/C</u> - \$	134,350.60	
		<u>Medi</u> - \$	107,633.58	<u>PERS</u> - \$	189,014.65	<u>Ret H/W Adj</u> - \$	(854.13)	
		<u>SUI</u> - \$	3,822.45	<u>STRS</u> - \$	540,225.64			\$ 11,651,491.86
<b>83510</b>	<b>11 ADULT ED</b>	<u>Gross</u> - \$	40,203.07	<u>Ret H/W</u> - \$	800.03	<u>PERS Red</u> -		
		<u>Fica</u> - \$	1,456.29	<u>H/W</u> - \$	9,800.40	<u>W/C</u> - \$	699.01	
		<u>Medi</u> - \$	577.21	<u>PERS</u> - \$	2,562.93	<u>Ret H/W Adj</u> - \$	0.01	
		<u>SUI</u> - \$	19.91	<u>STRS</u> - \$	1,467.84			\$ 57,586.70
<b>83550</b>	<b>12 CHILD DEVELOPMENT</b>	<u>Gross</u> - \$	90,559.17	<u>Ret H/W</u> - \$	1,802.19	<u>PERS Red</u> -		
		<u>Fica</u> - \$	3,011.45	<u>H/W</u> - \$	25,240.13	<u>W/C</u> - \$	1,547.05	
		<u>Medi</u> - \$	1,277.40	<u>PERS</u> - \$	3,908.09	<u>Ret H/W Adj</u> - \$	(0.06)	
		<u>SUI</u> - \$	44.05	<u>STRS</u> - \$	3,665.34			\$ 131,054.81
<b>83540</b>	<b>13 CAFETERIA</b>	<u>Gross</u> - \$	239,530.68	<u>Ret H/W</u> - \$	4,766.62	<u>PERS Red</u> -		
		<u>Fica</u> - \$	14,137.36	<u>H/W</u> - \$	105,233.48	<u>W/C</u> - \$	4,004.77	
		<u>Medi</u> - \$	3,306.23	<u>PERS</u> - \$	24,870.18	<u>Ret H/W Adj</u> - \$	0.04	
		<u>SUI</u> - \$	113.97	<u>STRS</u> - \$	-			\$ 395,963.33
<b>83530</b>	<b>25 DEVELOPER FEES</b>	<u>Gross</u> - \$	8,178.84	<u>Ret H/W</u> - \$	162.76	<u>PERS Red</u> -		
		<u>Fica</u> - \$	493.14	<u>H/W</u> - \$	2,154.44	<u>W/C</u> - \$	139.67	
		<u>Medi</u> - \$	115.34	<u>PERS</u> - \$	962.73	<u>Ret H/W Adj</u> - \$	(0.00)	
		<u>SUI</u> - \$	3.97	<u>STRS</u> -				\$ 12,210.89
<b>83730</b>	<b>35 SCHOOL FACILITIES</b>	<u>Gross</u> - \$	283.00	<u>Ret H/W</u> - \$	5.63	<u>PERS Red</u> -		
		<u>Fica</u> - \$	14.45	<u>H/W</u> - \$	140.64	<u>W/C</u> - \$	4.09	
		<u>Medi</u> - \$	3.38	<u>PERS</u> - \$	33.31	<u>Ret H/W Adj</u> - \$	0.00	
		<u>SUI</u> - \$	0.12	<u>STRS</u> -				\$ 484.62
<b>GRAND TOTAL:</b>								<b>\$ 12,248,792.21</b>

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 WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING. PAYROLL REVOLVING FUND (E.C. 42546). THEY ARE FURTHER AUTHORIZED TO DRAW

APPROVED BY: Teri Bradshaw  
TERI BRADSHAW, DIRECTOR OF FISCAL SERVICES

DATE: 8/29/14

PAYMENT ORDER PREPARED BY: MARISOL INIGUEZ  
PAYROLL ACCOUNTING TECH V

\*\*\*\*\*FOR COUNTY SCHOOLS USE ONLY\*\*\*\*\*

AUDITED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**Payroll Summary**  
Employer Summary for Payroll Dated : 8/29/2014 8:56:00 AM

08/26/2014  
3:50 pm

Page 7 of 7

	A	B	C	D	E	F	G	H	I	J	K	L	M	
EMPR	Ext. Gross	Gross/Rate	Alt. Ret Ben	Fica Ben	Medi Ben	Sdi Ben	Sui Ben	H/W Ben	Pers Ben	Strs Ben	P/R Ben	WComp Ben	Docks	4
		Ret. Base	Oth1 Ben	Oth2 Ben	Oth3 Ben	Oth4 Ben								5
	8,252,763.53	8,006,719.80	0.00	124,181.70	112,913.14	0.00	4,004.47	2,683,243.48	221,351.89	545,358.82	0.00	140,745.19	9,115.37	
		14,279,416.45	0.00	0.00	165,084.13	0.00								

SUI Wages : 8,247,853.11

**Totals by type:**

\$	8,252,763.53	Gross
\$	124,181.70	Fica
\$	112,913.14	Medi
\$	4,004.47	SUI
\$	165,084.13	Ret H/W
\$	(854.14)	*1.99% Ret H/W adj.
\$	2,683,243.48	H/W
\$	221,351.89	PERS
\$	545,358.82	STRS
\$	-	PERS Red
\$	140,745.19	W/C
\$	12,248,792.21	Total

\$ 9,115.37 Dock recap

*\*To be adjusted*

*Not on Summary Report*

District Totals: MADERA UNIFIED

Number Of Employees: 1,844





## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Approval of July 31, 2014 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 July 31, 2014 and projected revenues, expenditures, and cash balance through June 30, 2015.

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:**

See Balance Sheet attached.

**Superintendent's recommendation:**

Superintendent recommends approval of the July 31, 2014 Financial Report.

**Supporting documents attached:**

Combined Balance Sheet as of July 31, 2014  
General Fund Cash Flow & Chart through July 31, 2014  
Revenue Pie Chart by Funding Source  
Expenditure Chart by Object Code



Combined Balance Sheet - All Fund Types - July 31, 2014

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	9110	\$ 47,915,653.89	\$ 1,258,314.82	\$ 179,967.15	\$ 3,023,631.51	\$ 1,111,281.41	\$ 13,607,229.63	\$ 4,955,745.90	\$ 224,811.56
	a) In County Treasury	9111								
	b) Fair Value Adj to Cash in Cnty Treas	9130	28,000.00	2,000.00		3,140.00				
	c) In Revolving Fund	9135				21,410.30				
	d) with Fiscal Agent	9140-45								
	e) Collections Awaiting/Clearing	9150								
2.	Investments	9200	3,039,042.35	251,351.39	220,925.83	1,574,473.65	200.00	5,030.00	2,000.00	200.00
3.	Accounts Receivable	9310	326,518.52	-	-	-	-	-	-	-
4.	Due from Other Funds	9320-22	572,835.38	-	-	266,536.59	-	-	-	-
5.	Stores Accounts	9330	-	-	-	-	-	-	-	-
6.	Prepaid Expenditures	9340	-	-	-	-	-	-	-	-
7.	Other Current Assets									
	Total Assets		\$ 51,882,050.14	\$ 1,511,666.21	\$ 400,892.98	\$ 4,889,192.05	\$ 1,111,481.41	\$ 13,612,259.63	\$ 4,957,745.90	\$ 225,011.56
	Revenue Budget		\$ 178,230,040.00	\$ 1,178,644.00	\$ 1,920,242.00	\$ 10,865,808.00	\$ 1,261,231.00	\$ 4,502,806.00	\$ 2,020,000.00	\$ 722,917.00
	Less: Revenue Received to Date		(6,356,429.85)	(600,368.00)	-	-	(1,260,231.00)	-	(66,840.76)	-
	Total Assets		\$ 223,755,660.29	\$ 2,089,942.21	\$ 2,321,134.98	\$ 15,755,000.05	\$ 1,112,481.41	\$ 18,115,065.63	\$ 6,910,905.14	\$ 947,928.56
LIABILITIES AND FUND BALANCE:										
Liabilities:										
1.	Accounts Payable	9509-10	\$ 2,685,048.49	\$ 2,061.15	\$ 16,869.82	\$ (7.05)	\$ 14,500.00	\$ -	\$ -	\$ -
2.	Holding Accounts - Benefits	9511-18	2,852,447.67	895.39	415.59	1,976.97	-	-	189.21	-
3.	Federal Tax Holding	9542	-	-	-	-	-	-	-	-
4.	Use Tax Liability	9550	(10.60)	-	-	(31.39)	-	-	-	-
5.	Other Current Liabilities	9551-70	(263.76)	-	-	-	-	-	-	-
6.	Deferred Payroll	9577	-	-	-	-	-	-	-	-
7.	Due to Other Funds/Current Loans	9610-40	-	88.79	326,429.73	-	-	-	-	-
8.	Deferred Revenue	9650	-	-	-	-	-	-	-	-
	Total Liabilities		\$ 5,537,221.80	\$ 3,045.33	\$ 343,715.14	\$ 1,938.53	\$ 14,500.00	\$ -	\$ 189.21	\$ -
	Expense Budget		\$ 187,762,250.00	\$ 2,113,208.00	\$ 1,993,257.00	\$ 11,392,210.00	\$ 1,260,231.00	\$ 15,140,043.00	\$ 735,277.00	\$ 721,717.00
	Less: Expenditures to Date		(5,663,376.42)	(28,311.35)	(15,837.03)	(98,976.04)	(163,449.76)	-	(10,077.73)	-
	Total Liabilities		\$ 187,636,095.38	\$ 2,087,941.98	\$ 2,321,135.11	\$ 11,295,172.49	\$ 1,111,281.24	\$ 15,140,043.00	\$ 725,388.48	\$ 721,717.00
	Adjustment for Restatements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Projected Ending Balance		\$ 36,119,564.91	\$ 2,000.23	\$ (0.13)	\$ 4,459,827.56	\$ 1,200.17	\$ 2,975,022.63	\$ 6,185,516.66	\$ 226,211.56
	Total Liabilities and Fund Balance		\$ 223,755,660.29	\$ 2,089,942.21	\$ 2,321,134.98	\$ 15,755,000.05	\$ 1,112,481.41	\$ 18,115,065.63	\$ 6,910,905.14	\$ 947,928.56
Nonspendable: Revolving Cash, Stores, Prepd Exp.										
Restricted: C/O - Entitlements/Local Projects										
Committed:										
Assigned: C/O - Other/ Tier III/Equip Rplcmnt										
G.A.S.B. 16										
Reserve for Economic Uncertainties										
Unassigned/Unappropriated Amount										

Combined Balance Sheet - All Fund Types - July 31, 2014

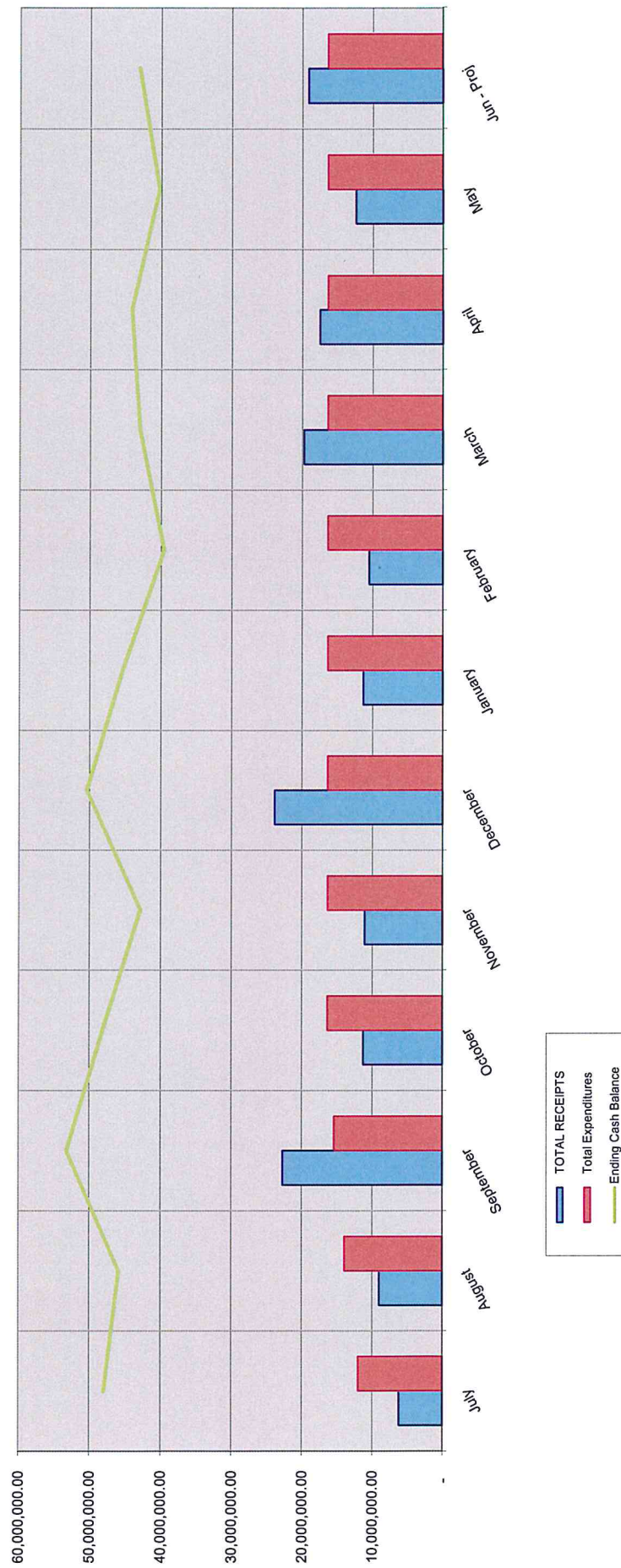
ASSETS:	Acct Code	Fund 35		Fund 40		Fund 41		Fund 56		Fund 73		Fund 75		Total All Funds
		County School Facilities Fund	Special Reserve Capital	Special Reserve Building	Debt Service Fund	Foundation Trust Scholarship	Mem. Scholarship	Foundation Trust Scholarship	Mem. Scholarship	Foundation Trust Scholarship	Mem. Scholarship	Foundation Trust Scholarship	Mem. Scholarship	
1. Cash	9110	\$ 3,825,330.72	\$ 4,718,242.77	\$ 274,505.29	\$ 1,008,869.08	\$ 58,957.78	\$ 2,328.95	\$ 58,957.78	\$ 2,328.95	\$ 58,957.78	\$ 2,328.95	\$ 58,957.78	\$ 2,328.95	\$ 82,164,870.46
a) in County Treasury	9111													
b) Fair Value Adj to Cash in Cnty Treas	9130													33,140.00
c) in Revolving Fund	9135													
d) with Fiscal Agent	9140-45													21,410.30
e) Collections Awaiting/Clearing	9150													
2. Investments	9200	1,500.00	300.00	100.00	200.00	20.00								5,095,343.22
3. Accounts Receivable	9310													326,518.52
4. Due from Other Funds	9320-22													839,371.97
5. Stores Accounts	9330													
6. Prepaid Expenditures	9340													
7. Other Current Assets														
Total Assets		\$ 3,826,830.72	\$ 4,718,542.77	\$ 274,605.29	\$ 1,009,069.08	\$ 58,977.78	\$ 2,328.95	\$ 58,977.78	\$ 2,328.95	\$ 58,977.78	\$ 2,328.95	\$ 58,977.78	\$ 2,328.95	\$ 88,480,654.47
Revenue Budget		\$ 15,185,119.00	\$ 1,368,315.00	\$ 12,271,335.00	\$ 1,273,363.00	\$ 400.00	\$ 15.00	\$ 400.00	\$ 15.00	\$ 400.00	\$ 15.00	\$ 400.00	\$ 15.00	\$ 230,800,235.00
Less: Revenue Received to Date														(8,283,869.61)
Total Assets		\$ 19,011,949.72	\$ 6,086,857.77	\$ 12,545,940.29	\$ 2,282,432.08	\$ 59,377.78	\$ 2,343.95	\$ 59,377.78	\$ 2,343.95	\$ 59,377.78	\$ 2,343.95	\$ 59,377.78	\$ 2,343.95	\$ 310,997,019.86
LIABILITIES AND FUND BALANCE:														
Liabilities:														
1. Accounts Payable	9509-10	\$ 5,045.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,723,512.41
2. Holding Accounts - Benefits	9511-18	5.49												2,855,930.32
3. Federal Tax Holding	9542													
4. Use Tax Liability	9550													(41.99)
5. Other Current Liabilities	9551-70													(263.76)
6. Deferred Payroll	9577													
7. Due to Other Funds/Current Loans	9610-40													326,518.52
8. Deferred Revenue	9650													
Total Liabilities		\$ 5,045.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,905,655.50
Expense Budget		\$ 18,192,303.00	\$ 1,440,757.00	\$ -	\$ 1,270,863.00	\$ 20,327.00	\$ -	\$ 20,327.00	\$ -	\$ 20,327.00	\$ -	\$ 20,327.00	\$ -	\$ 242,042,443.00
Less: Expenditures to Date		(1,183.70)												(5,981,212.03)
Total Liabilities		\$ 18,196,164.79	\$ 1,440,757.00	\$ -	\$ 1,270,863.00	\$ 20,327.00	\$ -	\$ 20,327.00	\$ -	\$ 20,327.00	\$ -	\$ 20,327.00	\$ -	\$ 241,966,886.47
Adjustment for Restatements														
Projected Ending Balance		\$ 815,784.93	\$ 4,646,100.77	\$ 12,545,940.29	\$ 1,011,569.08	\$ 39,050.78	\$ 2,343.95	\$ 39,050.78	\$ 2,343.95	\$ 39,050.78	\$ 2,343.95	\$ 39,050.78	\$ 2,343.95	\$ 69,030,133.39
Total Liabilities and Fund Balance		\$ 19,011,949.72	\$ 6,086,857.77	\$ 12,545,940.29	\$ 2,282,432.08	\$ 59,377.78	\$ 2,343.95	\$ 59,377.78	\$ 2,343.95	\$ 59,377.78	\$ 2,343.95	\$ 59,377.78	\$ 2,343.95	\$ 310,997,019.86
Nonspendable: Revolving Cash, Stores, Prepd Exp.														
Restricted: C/O - Entitlements/Local Projects		815,785	4,646,101	12,545,940	1,011,569	39,051	2,344	39,051	2,344	39,051	2,344	39,051	2,344	32,637,691
Committed:														1,200
Assigned: C/O - Other/ Tier III/Equip Rplcmnt														3,278,526
G.A.S.B. 16														390,117
Reserve for Economic Uncertainties														5,632,868
Unassigned/Unappropriated Amount														26,217,219



**2014-15 Cash Flow Statement  
Actuals through 7/31/2014**

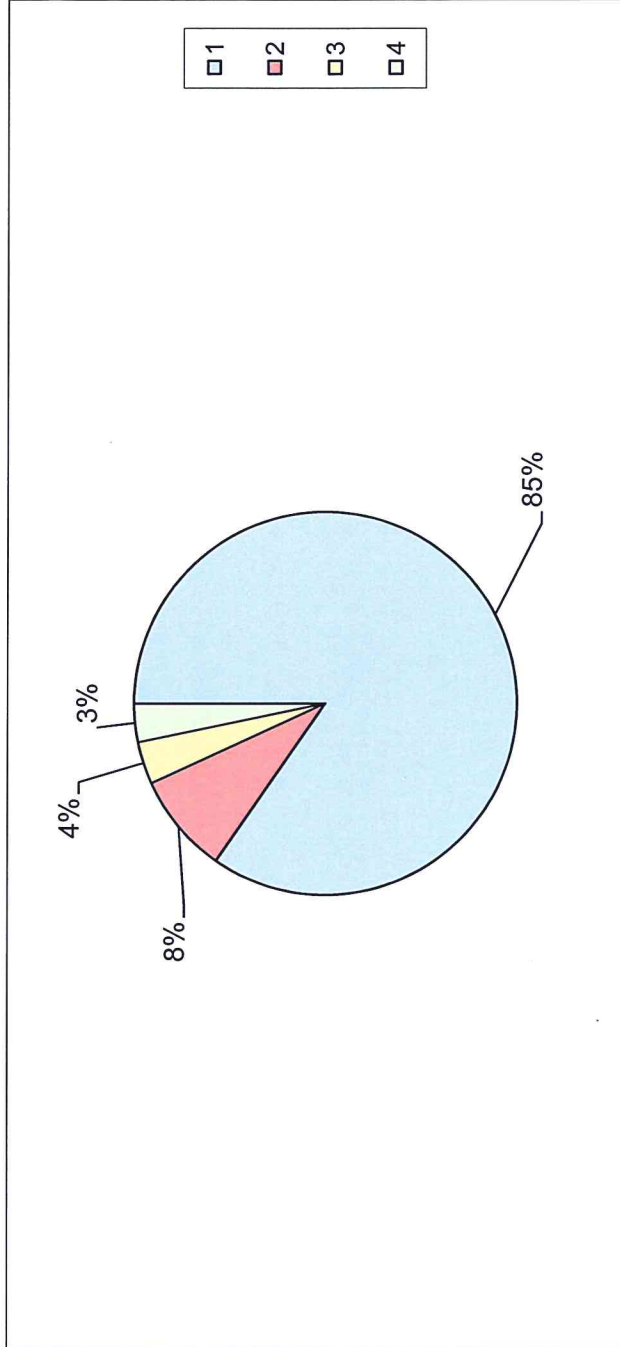
	Column1 7/31/2014	Column2 July	Column3 August	Column4 September	Column5 October	Column6 November	Column7 December	Column8 January	Column9 February	Column10 March	Column11 April	Column12 May	Column13 Jun - Proj	Column14 Actuals	Column15 Total
A. Beginning Cash Balance	34,147,460.42	47,915,653.89	45,833,144.83	53,164,979.33	48,101,997.36	42,860,174.39	50,405,112.25	45,383,866.28	39,588,584.31	42,994,152.09	44,192,719.42	40,270,860.45			
B. RECEIPTS															
Revenue Limit Sources															
Property Taxes				5,137,933.08											
Principal Apportionment	5,565,294.00	5,565,294.00	15,365,592.11	10,133,487.36	10,133,487.36	15,365,592.11	10,133,487.36	10,133,487.36	15,365,592.11	10,133,487.36	10,133,487.36	10,133,487.36	2,568,966.54		18,349,761.00
Miscellaneous Funds			(58,113.46)	(88,051.00)	(88,051.00)	(88,051.00)	(88,051.00)	(88,051.00)	(88,051.00)	(88,051.00)	(88,051.00)	(88,051.00)	(117,988.54)		133,522,723.48
Total Revenue Limit	5,565,294.00	5,507,180.54	20,415,474.19	10,045,436.36	10,045,436.36	20,415,474.19	10,045,436.36	10,045,436.36	15,277,541.11	15,590,364.66	10,045,436.36	10,045,436.36	14,438,740.99	3,506,672.00	150,903,923.48
Federal Income	499,758.15	1,947,740.33	508,940.00	769,504.00		2,194,954.00	810,240.00	16,204.00	2,362,865.00	1,525,125.00	1,897,123.00	2,811,197.52			15,142,871.00
State Income	14,259.57	1,158,202.80	1,325,637.00		589,663.00	811,132.00			1,662,064.00		12,504.00	798,836.63			6,372,599.00
Other Local Income	277,118.13	212,464.81	439,348.00	439,348.00	439,348.00	439,348.00	439,348.00	439,348.00	439,348.00	439,348.00	439,348.00	1,311,547.06			5,755,262.00
Interfund Transfers In															20,000.00
All Other Financing Sources			3,235.00	3,235.00	3,235.00	3,235.00	3,235.00	3,235.00	3,235.00	3,235.00	3,235.00	3,235.00	3,235.00		35,985.00
Other Receipts/Non-Revenue	(151,186.73)	151,186.73													776,167.17
Current Year Tran Revenue															
Prior Year Tran Revenue															
C. TOTAL RECEIPTS	6,205,243.12	8,980,010.21	22,692,634.19	11,258,523.36	11,077,882.36	23,864,443.19	11,288,259.36	10,504,223.36	19,745,073.11	17,518,072.66	12,397,646.36	19,163,557.20	4,302,839.17		179,006,207.65
D. DISBURSEMENTS															
Certificated Salaries	867,441.79	6,759,824.00	6,759,824.00	6,759,824.00	6,759,824.00	6,759,824.00	6,759,824.00	6,759,824.00	6,759,824.00	6,759,824.00	6,759,824.00	6,759,824.00	6,759,824.00	(7.79)	75,225,498.48
Classified Salaries	831,301.88	1,817,674.00	1,817,674.00	1,817,674.00	1,817,674.00	1,817,674.00	1,817,674.00	1,817,674.00	1,817,674.00	1,817,674.00	1,817,674.00	1,817,674.00	1,817,674.00	(12.88)	20,825,703.00
Employee Benefits	718,307.68	3,600,547.00	3,600,547.00	3,600,547.00	3,600,547.00	3,600,547.00	3,600,547.00	3,600,547.00	3,600,547.00	3,600,547.00	3,600,547.00	3,600,547.00	3,600,547.00	(2.68)	40,324,322.00
Books & Supplies	41,329.19	1,455,575.00	1,455,575.00	1,455,575.00	1,455,575.00	1,455,575.00	1,455,575.00	1,455,575.00	1,455,575.00	1,455,575.00	1,455,575.00	1,455,575.00	1,455,575.00	2.81	16,092,857.00
Services	1,135,081.69	1,253,103.00	1,253,103.00	1,253,103.00	1,253,103.00	1,253,103.00	1,253,103.00	1,253,103.00	1,253,103.00	1,253,103.00	1,253,103.00	1,253,103.00	1,253,103.00	22.31	14,919,237.00
Capital Outlay	38,245.05	215,066.00	215,066.00	215,066.00	215,066.00	215,066.00	215,066.00	215,066.00	215,066.00	215,066.00	215,066.00	215,066.00	215,066.00	(2.05)	2,403,969.00
Other Outgo	2,031,669.14	1,452,654.00	1,452,654.00	1,452,654.00	1,452,654.00	1,452,654.00	1,452,654.00	1,452,654.00	1,452,654.00	1,452,654.00	1,452,654.00	1,452,654.00	1,452,654.00	0.86	18,010,864.00
Interfund Transfers Out															
All Other Financing Uses															
Other Disbursements/Non Exp	6,266,220.61	(2,659,979.66)	(4,583,643.21)	(234,937.67)	(234,937.67)	(234,937.67)	(234,937.67)	(234,937.67)	(234,937.67)	(234,937.67)	(234,937.67)	(234,937.67)	(234,937.67)	12,192,016.17	9,100,174.66
Current Year Tran Expense															
Prior Year Tran Expense															
D. Total Expenditures	11,929,597.03	13,894,463.14	15,360,799.79	16,319,505.33	16,319,505.33	16,319,505.33	16,319,505.33	16,319,505.33	16,319,505.33	16,319,505.33	16,319,505.33	16,319,505.33	16,319,505.80	8,802,016.75	186,862,425.14
E. PRIOR YEAR TRANSACTIONS															
Accounts Receivable	24,187,983.88	335,161.38												2,703,880.97	27,227,026.33
Accounts Payable	4,695,436.60	(2,496,782.59)												5,200,050.34	7,398,704.35
F. TOTAL PRIOR YEAR TRANS	19,482,547.38	2,831,943.87												(2,496,169.37)	19,828,321.98
F. NET INCREASE/DECREASE	13,768,193.47	(2,082,508.96)	7,331,834.40	(5,062,984.97)	(5,241,822.97)	7,544,937.86	(5,021,245.97)	(5,815,281.97)	3,425,567.78	1,198,567.33	(3,921,858.97)	2,844,051.40	(6,995,346.95)		1,972,104.49
G. Ending Cash Balance	47,915,653.89	45,833,144.83	53,164,979.33	48,101,997.36	42,860,174.39	50,405,112.25	45,383,866.28	39,588,584.31	42,994,152.09	44,192,719.42	40,270,860.45	43,114,911.86			36,119,564.91
ENDING CASH PLUS ACCRUALS															

Projected Cash Flow 2014-15



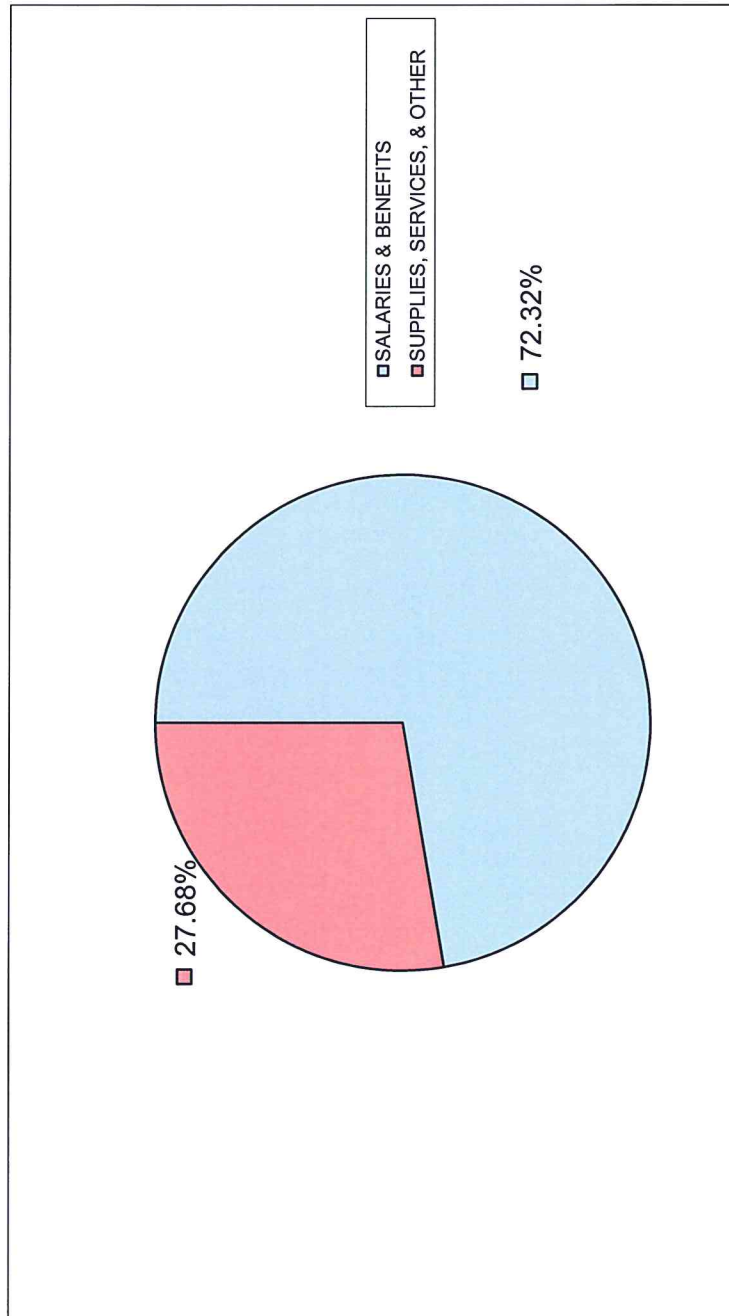


**Madera Unified School District**  
**2014-15 Budget, July 31, 2014**  
**Total General Fund Revenues by Funding Source**



(1) LCFF/REVENUE LIMIT SOURCES 85%		(2) FEDERAL REVENUE 8%		(3) OTHER STATE REVENUE 4%		(4) OTHER LOCAL REVENUE 3%	
\$ 112,594,304	Principal Apportionment	\$ 1,183,488	Sp Ed-Entitlement (IDEA)	\$ -	Tier III Flexibility	\$ 140,000	Interest
\$ 20,928,419	EPA - Ed Protection Act	-	Sp Ed ARRA IDEA Basic	-	Transportation	983,871	Interagency Revenue
18,349,761	Property & Local Taxes	8,006,256	Title I (ESEA)	-	Class Size Reduction	3,795,419	Trsf'r Appor fr MCOE Sp Ed
-	PERS Reduction	-	NCLB ARRA American Recovery	655,181	Mandated Cost Reimb	835,972	Sales/Other Local
(968,561)	Charter Schools In-Lieu Taxes	166,942	Migrant Ed Program	2,580,857	Lottery	55,585	Other Sources & Trnsfrs
-	State Aid Prior Year	201,893	Voc & Applied Tech	614,490	Lottery - Instructional Materials	-	
-		270,062	Safe & Supportive Schools	1,780,312	After School Ed Grant		
		1,695,252	Title II Part A	-	Prop 39 - CA Clean Energy Jobs		
		2,812,125	Title IV Part B	39,359	Ag Voc Incentive Grant		
		679,559	Title III Part A (LEP)	662,400	Quality Education Invest		
				-	Tier II SBX 3 4 Flexibility		
		127,094	Other Federal Revenues	40,000	Other State Revenues		
<u>\$ 150,903,923</u>	<u>Total LCFF/Rev Limit</u>	<u>\$ 15,142,671</u>	<u>Total Federal Revenue</u>	<u>\$ 6,372,599</u>	<u>Total State Revenue</u>	<u>\$ 5,810,847</u>	<u>Total Local Revenue</u>
						<u>\$ 178,230,040</u>	<u>Total District Revenue</u>

**Madera Unified School District**  
**2014-15 General Fund Expenditures Budget by object code**  
**July 31, 2014**



(1)		(2)	
SALARIES & BENEFITS		SUPPLIES, SERVICES, & OTHER	
	72.63%		27.37%
\$ 75,225,498	Certificated Salaries	\$ 16,052,657	Books & Supplies
20,825,703	Classified Salaries	14,919,237	Services/Other Operating
40,324,322	Employee Benefits	2,403,969	Capital Outlay
-		2,512,483	Other Outgoing, Direct/Indirect Costs
-		15,493,381	Interfund Transfers
		5,000	Other Uses
<u>\$ 136,375,523</u>	<u>Total</u>	<u>\$ 51,386,727</u>	<u>Total</u>
		<u>\$ 187,762,250</u>	<u>Total District Expenses</u>



# HUMAN RESOURCES STAFFING LIST

## BOARD AGENDA – SEPTEMBER 23, 2014

### CERTIFICATED LEAVES OF ABSENCE

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Alma De Luna	Director of English Learners	District	9/24/14-9/30/14	Personal Leave
2. Kelly Guice	Teacher	Desmond	9/15/14-11/7/14	Personal Leave
3. Steve Duckworth	Teacher	Adult Ed	8/14/14-12/31/14	Personal Leave

### CERTIFICATED SEPARATIONS

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Steve Strobe	Teacher	MSHS	10/01/14	Retirement
2. Ismael Munoz	Vice Principal	Monroe	09/27/14	Resignation

### CERTIFICATED NEW POSITION

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Teacher (Art)		MSHS	2014/2015	New Position
2. Teacher (Preschool .46)		Pershing	2014/2015	New Position

### CERTIFICATED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Kirstyn Olsen	Teacher (Music)	District	2014/2015	New Position
2. John Martin	Teacher (Math)	MSHS	2014/2015	Replacement
3. Adam Caudwell	TSA (Math)	MSHS	2014/2015	Replacement
4. John Haskins	Teacher (Math)	MHS	2014/2015	Replacement
5. Steven Gonzalez	Teacher (SDC)	Howard	2014/2015	Replacement
6. Esther Preis Smith	Teacher (RtI)	Lincoln	2014/2015	New Position
7. Blanca Saucedo	Teacher	La Vina	2014/2015	New Position
8. Rafaela Ruiz	Teacher	Dixieland	2014/2015	New Position
9. Jennifer Richelieu	Counselor	MSHS	2014/2015	Replacement

### CLASSIFIED LEAVES OF ABSENCE

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1.				

### CLASSIFIED SEPARATIONS

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Carolina Avila	Library Media Tech III	MSHS	09/11/14	Resignation
2. Jeannie Arter	Human Resources Specialist	Human Resources	12/01/14	Retirement (43 years)
3. Tina Najarian	TSA (Preschool)	Preschool	09/22/14	Resignation

### CLASSIFIED NEW POSITION

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. Family Support Specialist		District	2014/2015	8.0	New Position
2. School Safety Officers (2)		Ripperdan	2014/2015	8.0	New Positions
3. Maintenance – Journeymen (2)		M & O	2014/2015	8.0	New Positions
4. Grounds Person I		M & O	2014/2015	8.0	New Position
5. Mechanic Technician		Transportation	2014/2015	8.0	New Position

### CLASSIFIED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. Grisel Galicia	Admin. Asst.–Dept/Program	District Office	2014/2015	8.0	New Position
2. Joanna Cook	Library Media Tech	John Adams	2014/2015	3.5	New Position
3. Jennifer McNeil	Library Media Tech	Monroe	2014/2015	3.5	New Position
4. Emma McElvane	Library Media Tech	Alpha	2014/2015	3.5	New Position
5. Katie Silvester	Library Media Tech	Eastin Arcola	2014/2015	3.5	New Position
6. Richel Nelson	Library Media Tech	Chavez	2014/2015	3.5	New Position
7. Kaylan Dunn	Para - Special Needs	Special Services	2014/2015	3.5	Replacement
8. Kimberly Stickler	Para – Special Needs	Special Services	2014/2015	3.5	Replacement

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**STAFFING LIST 9-23-14****-continued-****CLASSIFIED EMPLOYMENT -continued-**

9. Erik Madsen	Account Tech V	Child Nutrition	2014/2015	8.0	Replacement
10. Ruth Jimenez	Office Technician	MLK	2014/2015	3.5	Replacement
11. TBD	Software Developer	District Office	2014/2015	8.0	New Position
12. Morgan Yonkers	LVN	Health Services	2014/2015	6.5	New Position

**CLASSIFIED OTHER**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Site</u></b>	<b><u>Effective Date(s)</u></b>	<b><u>Hours</u></b>	<b><u>Justification</u></b>
1. Kathy Franklin	Bus Driver	Transportation	09/24/14	5.5	Reduction of hours (from 6.25 to 5.5)
2. Mechanic Specialist		Transportation	09/24/14	8.0	Elimination of Position (non-funded)

**COACHES – See attached list**

# COACHES 2014/2015

## Board Agenda 9-23-14

Last Name	First Name	Site	Sport/Level	Season
Andrews	Markus	Desmond	Football	Fall
Adame	Jazmine	MSHS	Cheer	Fall
Alcala	Hugo	MSHS	Volleyball-Girls	Fall
Armiento	Cristino	MSHS	Soccer-Boys	Winter
Arthurs	Joshua	Chavez	Basketball-Boys 5 <sup>th</sup> /6th	Fall
Atherton	Monique	Pershing	Basketball-Girls 5th/6th	Fall
Avila	Michael	MLK	Football	Fall
Baker	Brian	MSHS	Football	Fall
Balbas	Sam	TJ	Football	Fall
Beakes	Taylor	Desmond	Football	Fall
Benavides	Alyssa	Desmond	Volleyball-Girls	Fall
Brack	Tiffany	Alpha	Basketball 5 <sup>th</sup> /6th	Fall
Brack	Diana	Alpha	Basketball 5 <sup>th</sup> /6th	Fall
Brown	Paul	Desmond	Football	Fall
Burns	Nick	Desmond	Cross Country	Fall
Carlson	Sean	MLK	Football	Fall
Cavallero	Daniel	MSHS	Water Safety Inst.	Summer Recreation
Cavallero	Mathew	MSHS	Water Safety Inst.	Summer Recreation
Cavallero	Mark	MSHS	Water Safety Inst.	Summer Recreation
Cavazos	Alyssa	Desmond	Tennis	Fall
Chavira	Ashley	MSHS	Basketball-Girls	Fall
Chavira	Albert	MLK	Football	Fall
Chavira	Diane	Dixieland	Basketball-Girls 5th/6th	Fall
Clark	Donell	Lincoln	Basketball-Girls 5 <sup>th</sup> /6th	Fall
Collet,	Ryan	MLK	Tennis-Boys	Fall
Colunga	Samuel	La Vina	Basketball-Girls 7th/8th	Fall
Colunga	Samuel	La Vina	Volleyball-Girls 7th/8th	Fall
Cook	Amanda	TJ	Tennis-Boys	Fall

Coronado	Nick	MSHS	Basketball-Girls	Winter
Cummings	Treyon	MSHS	Lifeguard	Summer Recreation
Delgado	Chris	TJ	Football	Fall
Diebert	Katie	MSHS	Volleyball-Girls	Fall
Durbin	Randy	MSHS	Program Manager	Summer Recreation
Edwards	Jozef	Desmond	Football	Fall
Engelhaupt	Erica	Berenda	Cheer	Fall
Evans	Pat	MSHS	Soccer-Girls	Winter
Fernandez	John	MSHS	Baseball	Spring
Gallegos	Peter	MSHS	Softball	Spring
Gillis	Samantha	MHS	Soccer	Winter
Gomez	Guadalupe	TJ	Football	Fall
Grabar	David	Dixieland	Basketball-Boys 5th/6th	Fall
Grier	Lamar	MSHS	Football	Fall
Guglielmana	Steve	MSHS	Volleyball-Boys	Fall
Gunter	Kathleen	La Vina	Basketball-Boys 7th/8th	Fall
Gunter	Kathleen	La Vina	Volleyball-Boys 7th/8th	Fall
Hansen	Kiley	MLK	Volleyball-Girls	Fall
Henderson	Roger	MHS	Football Varsity Asst	Fall
Hernandez	Jacob	Chavez	Basketball-Girls 5 <sup>th</sup> /6 <sup>th</sup>	Fall
Hernandez	Irma	Monroe	Basketball-Boys 5 <sup>th</sup> /6 <sup>th</sup>	Fall
Hernandez	Roman	MLK	Football	Fall
Houghton	Chianta	Millview	Basketball-Girls 5th/6th	Fall
Ibarra	Monolo	MLK	Football	Fall
Jenkins	Robert	Desmond	Football	Fall
Kuhn	Eric	TJ	Football	Fall
Lennemann	Mike	MSHS	Cross Country	Fall
Lozano	David	Monroe	Basketball-Girls 5 <sup>th</sup> /6 <sup>th</sup>	Fall
Madrigal	Benny	MSHS	Cross Country	Fall
Magos	Nacho	MSHS	Softball	Spring
Maladay	Leslie	TJ	Volleyball	Fall
Martinez	Estevan	Desmond	Football	Fall
Martinez	Ryan	Desmond	Football	Fall
Martinez	Anthony	TJ	Football	Fall

Martinez	Lori	MSHS	Volleyball-Girls	Fall
Matias	Lucas	Desmond	Football	Fall
Milan	Alison	MSHS	Lifeguard	Summer Recreation
Ocegueda	Gerardo	MSHS	Soccer-Boys	Winter
Pell	Ron	Millview	Basketball-Boys 5th/6th	Fall
Perales	Natalie	MSHS	Soccer	Winter
Philip	Ryan	TJ	Football	Fall
Ramos	Dan	MSHS	Softball	Spring
Robbins,	Kevin	Desmond	Football	Fall
Robinson, Murphy	Michael	MSHS	Football	Fall
Rodriguez	Telfio Jr	TJ	Football	Fall
Rodriguez	Eduardo	MSHS	Tennis-Girls	Fall
Rodriguez	Andrina	Desmond	Volleyball-Girls	Fall
Romero	PJ	MSHS	Baseball	Spring
Ruggeberg	Brandon	MHS	Water Polo-Boys	Fall
Ruggeberg	Phoebe	MSHS	Water Polo	Fall
Ruggeberg	Phoebe	MSHS	Volleyball-Girls	Fall
Salinas	Moses	MSHS	Water Safety Inst.	Summer Recreation
Sanchez	Sherri	Berenda	Basketball-Boys 5th/6th	Winter
Sherrod	Nancy	MSHS	Water Safety Inst.	Summer Recreation
Shinnen	Tanya	MSHS	Volleyball-Girls	Fall
Shoals	La Toya	MLK	Volleyball-Girls	Fall
Silva	Joseph	MLK	Football	Fall
Smith	Allen	Lincoln	Basketball-Boys 5 <sup>th</sup> /6th	Winter
Smith	Alex	MLK	Tennis-Girls	Fall
Spraggins	Colleen	MSHS	Gymnastics	Fall
Syra	Jeff	Pershing	Basketball-Boys 5th/6th	Winter
Valdez	Yvette	MSHS	Soccer-Girls	Winter
Valdivia	Gloria	La Vina	Basketball-Girls 5th/6th	Winter
Valdivia	Juan	La Vina	Basketball-Boys 5th/6th	Winter
Valdivia	Juan	La Vina	Volleyball-Boys 5th/6th	Fall
Valdivia	Gloria	La Vina	Volleyball-Girls 5th/6th	Fall
Vierra	Kevin	MSHS	Football	Fall



Villanueva	Andy	TJ	Football	Fall
Villar	Joseph	MSHS	Football	Fall
Villar	Joseph	MSHS	Basketball-Girls	Winter
Vulich	Danny	MSHS	Cross Country	Fall
Waits	Robert	MSHS	Baseball	Spring
Warren	Roger	MSHS	Basketball-Boys	Winter
Wattenberg	Kiley	TJ	Cross Country	Fall
Wood	Megan	Desmond	Cross Country	Fall
Woods	Mike	Dixieland	Basketball-Boys 7th/8th	Fall
Yates	Jennie	TJ	Cross Country	Fall

09.15.2014 3:00 PM



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Request approval of agreement between the Madera Unified School District and Fermin Guzman regarding salary placement.

**Responsible Staff:** **Edward C. González, Superintendent**  
Kent Albertson, Chief Human Resources Officer

**Agenda Placement:** Consent

**Background/rationale:**

- The purpose of this agreement is to “y-rate” the salary for Fermin Guzman. Mr. Guzman’s current salary as a Vice Principal at Madera High School is higher than the Community Day School Principal position that he has accepted.

**Financial impact:**

- None

**Superintendent’s recommendation:**

- The Superintendent recommends the Board approve the agreement between the Madera Unified School District and Fermin Guzman regarding salary placement.

**Supporting documents attached:**

- Agreement between MUSD and Fermin Guzman

**AGREEMENT BETWEEN  
THE MADERA UNIFIED SCHOOL DISTRICT AND FERMIN GUZMAN**

The Madera Unified School District ("District") and Fermin Guzman hereby enter into an agreement as follows:

**WHEREAS**, Fermin Guzman is currently employed as a Vice-Principal at Madera High School;

**WHEREAS**, the District is opening an alternative education site, Ripperdan Community Day School, and is in need of hiring a Principal for the site;

**WHEREAS**, the District desires to employ Mr. Guzman as the Principal of Ripperdan Community Day School;

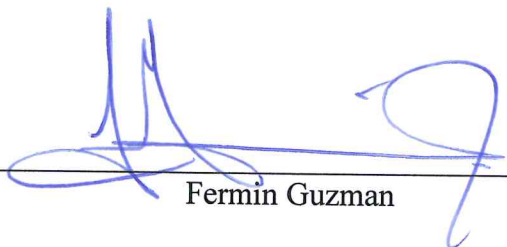
**WHEREAS**, Mr. Guzman is interested and willing to serve as the Principal of Ripperdan Community Day School;

**WHEREAS**, the salary range for the Principal position at Ripperdan Community Day School is lower than the salary range for the Vice-Principal position at Madera High School; and,

**WHEREAS**, in consideration for Mr. Guzman accepting the Principal position at Ripperdan Community Day School, the District is willing to "y-rate" Mr. Guzman at his current salary.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. Mr. Guzman shall continue receiving his current salary for the duration of his assignment as the Principal of Ripperdan Community Day School.
2. This Agreement shall not and does not confer any other rights or obligations on Mr. Guzman.
3. This Agreement is subject to approval by the Governing Board.

  
\_\_\_\_\_  
Fermin Guzman

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Edward Gonzalez, Superintendent

\_\_\_\_\_  
Date



**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Request approval of Memorandum of Understanding between California School Employees Association and the Madera Unified School District regarding salary range proposals for the following positions:

- Family Support Specialist - Range 39
- Data Technician from Range 32 to Range 35
- Payroll Accounting Specialist Lead from Range 38 to Range 40

**Responsible Staff:** **Edward C. González, Superintendent**  
Kent Albertson, Chief Human Resources Officer

**Agenda Placement:** Consent

**Background/rationale:**

- Salary range proposal for new classified position - Family Support Specialist (Range 39)
- Reclassification of Data Technician from Range 32 to Range 35
- Reclassification of Payroll Accounting Specialist Lead from Range 38 to Range 40

**Financial impact:**

- None

**Superintendent's recommendation:**

- The Superintendent recommends approval of the Memorandum of Understanding between California School Employees Association and the Madera Unified School District.

**Supporting documents attached:**

- Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING  
BETWEEN MADERA UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION – CHAPTER 169**


This agreement is entered into this 8<sup>th</sup> day of September 2014, by and between the Madera Unified School District and California School Employees Association for salary placement and/or reclassification:

1. Family Support Specialist – Range 39 of the Classified Salary Schedule
2. Reclassification of Data Technician from Range 32 to Range 35 of the Classified Salary Schedule
3. Reclassification of Payroll Accounting Specialist Lead from Range 38 to Range 40 of the Classified Salary Schedule.

This agreement shall not create a precedent for similar situations which may occur in the future.

  
\_\_\_\_\_  
Danna Petty, CSEA President

9-8-14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kent Albertson  
Chief Human Resources Officer

9/8/14  
\_\_\_\_\_  
Date



**Madera Unified School District  
Board of Trustees Meeting  
Student Overnight or Out of State Field Trip Request  
September 23, 2014**

<b>Date</b>	<b>School</b>	<b>Name</b>	<b>Field Trip - # of Students</b>	<b>Location</b>	<b>Cost</b>	<b>Funding</b>	<b>Vehicle Type</b>
10/17/14 to 10/19/14	MSHS	Munoz	FBLA to Leadership Development Institute 45 students -- 2 adults	Santa Clara, CA	\$2500 Transportation \$4000 Lodging	Perkins ASB / Perkins	Charter Bus
1/19/15 to 1/23/15	MSHS	Deniz/ George	Madera FFA to Butte College Arc Exposure Conference 6 Students - 2 Adults	Chico, CA	\$600 Transportation \$500 Lodging	Ag Incentive Grant FFA	Ag Dept Vehicles Hotel
1/27/15 to 1/29/15	MSHS	McKenna/ Williams	Madera FFA to Unified Grape Symposium Conference 14 Students - 2 Adults	Sacramento, CA	\$400 Transportation \$1000 Lodging	California Career Pathway Trust	Rental Vehicles Hotel
2/6/15 to 2/7/15	MSHS	Luera/ Sheehan	Madera FFA to WFM Section Bowl A Thon 40 Students - 5 Adults	Fresno, CA	\$750.00 Transportation \$0 Lodging	Perkins	Bus
3/3/15 to 3/6/15	MSHS	Luera/ Sheehan	Madera FFA to Sacramento Leadership Conference 3 Students - 1 Adult	Sacramento, CA	\$100 Transportation \$500 Lodging	Ag Incentive Grant FFA	Ag Dept Vehicles Hotel
3/13/15 to 3/14/15	MSHS	McKenna/ Sheehan	Madera FFA to Chico Field Day 24 Students - 7 Adults	Chico, CA	\$800 Transportation \$900 Lodging	Ag Incentive Grant FFA	Ag Dept Vehicles Hotel
4/18/15 to 4/21/15	MSHS	Luera/ Sheehan	Madera FFA to State FFA Conference 20 Students - 4 Adult	Fresno, CA	\$540 Transportation \$3000 Lodging	Ag Incentive Grant FFA	Ag Dept Vehicles Hotel
5/1/15 to 5/2/15	MSHS	McKenna/ Sheehan	Madera FFA to State FFA Judging Finals 30 Students - 7 Adults	San Luis Obispo, CA	\$800 Transportation \$1500 Lodging	Ag Incentive Grant FFA	Ag Dept Vehicles Hotel



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Second Reading and Request Approval of Board Bylaws 9324 – Minutes and Recordings

**Responsible Staff:** Edward C. González, Superintendent

**Agenda Placement:** Consent

**Background/ rationale:**

The revision of the existing MUSD Board Bylaw 9324 and new language is recommended by CSBA.

First Reading of Board Bylaw was presented to the Board on August 26, 2014.

**Financial impact:**  
None.

**Superintendent's recommendation:**  
The Superintendent recommends the Board approve Board Bylaw 9324.

**Supporting documents attached:**  
Board Bylaw 9324.

# **Madera USD**

## **Board Bylaw**

### **Minutes And Recordings**

BB 9324

#### **Board Bylaws**

The Governing Board recognizes that maintaining accurate minutes of Board meetings provides a record of Board actions for use by district staff and the public. Accurate minutes also help foster public trust that Board actions are occurring in public in accordance with law.

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9323 - Meeting Conduct)

The secretary of the Board shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request.

(Education Code 35145, 35163)

(cf. 1340 - Access to District Records)

(cf. 9122 - Secretary)

(cf. 9323.2 - Actions by the Board)

The minutes shall record which members are present and whether a member is not present for part of the meeting due to late arrival and/or early departure.

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

In order to ensure that the minutes are focused on Board action, the minutes shall include only a brief summary of the Board's discussion, but shall not include a verbatim record of the Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion.

The minutes shall include the specific language of each motion, the names of members who made and seconded the motion, and the individual votes of each member, unless the action was unanimous. When a roll call vote is taken, the names and votes of each member shall be listed. Motions or resolutions shall be recorded as having passed or failed. All motions and Board resolutions shall be numbered consecutively from the beginning of each fiscal year.

The minutes shall also report any action taken and the vote or abstention on that action of each member present. (Government Code 54953)

The minutes shall also report any action taken and the vote or abstention on that action of each member present. (Government Code 54953)

## **MINUTES AND RECORDINGS (continued)**

The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address.

The Superintendent or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda for the next regular meeting. At the next meeting, the Board shall approve the minutes as circulated or with necessary amendments.

Upon approval by the Board, the minutes shall be signed by the Board Clerk.

Official Board minutes and recordings shall be stored in a secure location and shall be retained in accordance with law.

(cf. 3580 - District Records)

Any minutes or recordings kept for Board meetings held in closed session shall be kept separately from the minutes or recordings of regular and special meetings. Minutes or recordings of closed sessions are not public records. (Government Code 54957.2)

(cf. 9321.1 - Closed Session Actions and Reports)

### **Recording or Broadcasting of Meetings**

The district may tape, film, or broadcast any open Board meeting. The Board president shall announce that a recording or broadcasting is being made at the direction of the Board at the beginning of the meeting and, as practicable, the recorder or camera shall be placed in plain view of meeting participants.

Any district recording may be erased or destroyed 30 days after the meeting. Recordings made at the direction of the Board during a meeting are public records and, upon request, shall be made available for inspection by members of the public on a district equipment without charge. (Government Code 54953.5)

#### **Legal Reference:**

##### **EDUCATION CODE**

35145 Public meetings

35163 Official actions, minutes and journals

35164 Vote requirements

##### **GOVERNMENT CODE**

54952.2 Meeting defined

54953.5 Audio or video recording of proceedings

54953.6 Broadcasting of proceedings

54957.2 Closed sessions; clerk; minute book

54960 Violations and remedies

PENAL CODE

632 Unlawful to intentionally record a confidential communication without consent

CODE OF REGULATIONS, TITLE 5

16020-16027 Classification and retention of records

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2007

Guide to Effective Meetings, rev. 2007

WEB SITES

CSBA: <http://www.csba.org>

Bylaw

adopted: December 13, 2011

revised: September 23, 2014

MADERA UNIFIED SCHOOL DISTRICT

Madera, California



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Second Reading and Request Approval of Board Bylaw 9270 – Conflict of Interest

**Responsible Staff:** Edward C. González, Superintendent

**Agenda Placement:** Consent

**Background/ rationale:**

The Political Reform Act requires every local government agency to review its conflict-of-interest code biennially and submit the revised bylaw to the County Board of Supervisors.

Board Bylaw 9324 – Minutes and Recording has been revised and updated.

This bylaw was presented to the Board as First Reading on August 26, 2014.

**Financial impact:**

None.

**Superintendent's recommendation:**

The Superintendent recommends the Board approve Board Bylaw 9324.

**Supporting documents attached:**

Board Bylaw 9270.



# **Madera USD**

## **Board Bylaw**

### **Conflict Of Interest**

BB 9270

#### **Board Bylaws**

##### **Incompatible Activities**

Governing Board Members shall not engage in any employment or activity, which is inconsistent with, incompatible with, in conflict with or inimical to the Board Member's duties as an officer of the school district. (Government Code 1126)

##### **Conflict of Interest Code**

The district's Conflict of Interest Code shall comprise the terms of 2 CCR 18730, and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.

When a change in the district's Conflict of Interest Code is necessitated by changed circumstances such as the creation of new positions, amendments or revisions shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

The Board shall review the appropriate district Conflict of Interest Code in even-numbered years and send the code reviewing body either an amended code or, by October 1 of that year, a statement to the effect that no change is necessary. (Government Code 87306.5)

When reviewing and preparing Conflict of Interest Codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Designated employees of the district, including Board Members, shall adhere to the financial disclosure requirements of the district's Conflict of Interest Code adopted pursuant to the provisions of Government Code 87300.

In accordance with the Conflict of Interest Code, designated employees, including Board Members, shall file statements of economic interests with the Madera County Clerk-Recorder/Registrar of Voters office. The Madera County Clerk-Recorder/Registrar of Voters or designee shall make and retain copies of all statements and make them available for public inspection and reproduction, pursuant to Government Code 81008.

Filing Officer for designated employees of the Madera Unified School District is the Clerk of the Madera County Board of Supervisors. The code reviewing body is the Madera County Board of

Supervisors.

#### Financial Interest

Board Members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board Members or designated employees. (Government Code 1090)

A Board Member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty
2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the Board
3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091
4. That of a spouse of an officer or employee of a public agency if his/her spouse's employment or office holding has existed for at least one year prior to his/her election or appointment
5. That of a non-salaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records
6. That of a non-compensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the Board or to which the Board has legal obligation to give particular consideration, and provided further that such interest is noted in its official records
7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that the interest is disclosed to the Board at the time of consideration of the contract, and provided further that the interest is noted in its official record
8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered service to the contracting party in the capacity of

stockbroker, insurance agent, insurance broker, real estate agent, or real

estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and, if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.

In addition, a Board Member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)

A Board Member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board Member shall not vote or debate on the matter or attempt to influence any other Board Member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)

If a Board Member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed and made part of the Board's official minutes. In the case of a designated employee, this announcement shall be made in writing and submitted to the Board. (2 CCR 18700)

A Board Member shall abstain from voting on personnel matters that uniquely affect a relative of the Board Member. A Board Member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Board Members are encouraged to abstain from votes in which they have a personal interest, even if they are permitted to vote under the conflict of interest laws, in order to avoid even the appearance of impropriety.

#### Gifts

Designated employees shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in law if the employee would be required to report the receipt of income or gifts from that source on his/her statement of economic interests.

(Government Code 89503)

The above limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the above limitations except as described in Government Code 89506.

A gift of travel does not include travel provided by the school district for Board Members and designated employees. (Government Code 89506)

#### Honoraria

Designated employees shall not accept any honorarium which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, if the employee would be required to report the receipt of income or gifts from that source on his/her statement of economic interests. (Government Code 89502)

The term "honorarium" does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

#### APPENDIX A

##### Designated Positions/Disclosure Categories

Designated Positions	Disclosure Category
Governing Board	1
Madera Unified School District Superintendent	1
Associate Superintendent	1
Assistant Superintendent	1
Senior Administrative Assistant to Superintendent	1
Chief Academic Officer(s)	1
Chief Human Resources Officer	1
Director of Facilities, Planning and Construction Management	1
Director of Fiscal Services	1
Director of Purchasing	1
Attorneys:	1

Atkinson, Andelson, Loya, Ruud and Romo  
 Best Best and Krieger LLP  
 Kidd Crawford

Director of Child Nutrition	2
Director of Technology	2
Director of Curriculum Instruction and Assessment	2
Director of Performance Management & Internal Communications	2
Director of English Learners	2
Director of Instructional Technology	2
Director of College and Career Readiness	2
Director of Visual and Performing Arts	2
Director of Transportation	2
Principals	2

## APPENDIX B

### Designated Positions/Disclosure Categories

The definition of designated employees in Government Code 82019 includes consultants. To preclude amending the code whenever retaining a consultant in a decision-making capacity, the following section provides that the Superintendent or Associate Superintendent shall make case-by-case determinations of the disclosures necessary, depending on the range of duties to be performed by the consultant.

Designated Positions	Disclosure Category
Rex Despain, Isom Advisors, A Division of Urban Futures, Inc.	3
Greg Isom, Isom Advisors, A Division of Urban Futures, Inc.	3
Alan Caeton, JPA Administrator, California Risk Management Authority (Property/Liability and Workers' Compensation)	3
Ed Darden, Architect, Edwin Darden Associates, Inc.	3
Richard Mangini, Architect, Mangini Associates	3
Bruce Kerns, Director, Stifel, Nicolaus & Company, Inc.	3
Robert L. Williams, Jr., Managing Director, RBC Dain Rauscher	3
Spectrum Energy	3

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Superintendent or Associate Superintendent may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and, thus, is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The (Superintendent's or Associate Superintendent's) determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## APPENDIX C

### Designated Positions/Disclosure Categories

#### Disclosure Categories

An investment, business position, interest in real property, or source of income is reportable if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeable be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

#### Disclosure Category No. 1

Designated persons in Category 1 must report all:

1. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interests or option to acquire such interest in real property.
2. Investments or business positions in or income from sources which:
  - a. Are engaged in the acquisition or disposal of real property within the district
  - b. Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or
  - c. Manufacture or sell supplies, books, machinery or equipment of the type used by the school district

#### Disclosure Category No. 2

Designated persons in Category 2 must report all investments or business positions in or income from sources which:

1. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
2. Manufacture or sell supplies, books, machinery or equipment of the type used by the department that the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

## APPENDIX D

### Disclosure Category 3



Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or Associate Superintendent. The Superintendent's or Associate Superintendent's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this Conflict of Interest Code.

A consultant is an individual who, pursuant to a contract with the district, makes any of several specified governmental decisions or serves in a staff capacity with the district, performing the same or substantially the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's Conflict of Interest Code. Consultants are individuals who decide whether to: (2 CCR 18700)

1. Approve a rate, rule or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
4. Authorize the district to enter into, modify or renew a contract that requires district approval
5. Grant district approval to a contract or contract specifications that require district approval and in which the district is a party
6. Grant district approval to a plan, design, report, study or similar item
7. Adopt or grant district approval of district policies, standards or guidelines

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

87100-87103.6 General prohibitions  
87200-87210 Disclosure  
87300-87313 Conflict of interest code  
87500 Statements of economic interests  
89501-89503 Honoraria and gifts  
91000-91014 Enforcement

#### PENAL CODE

85-88 Bribes

#### CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:  
18702.5 Public identification of a conflict of interest for Section 87200 filers

#### COURT DECISIONS

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

#### ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

#### Management Resources:

##### CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

##### FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

##### INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

##### WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

Bylaw  
adopted: December 22, 1981  
reviewed: May 17, 2005  
revised: December 13, 2011  
revised: October 23, 2012  
revised: September 23, 2014

MADERA UNIFIED SCHOOL DISTRICT  
Madera, California



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Second Reading and Approval of Program Adoption Recommendation for Integrated Math I for grades 9-12

**Responsible Staff:** **Victor Villar, Associate Superintendent of Educational Services**  
Sheryl Sisil, Director of College and Career Readiness

**Agenda Placement:** Old Business

**Background/ rationale:**

Integrated Math I course was board approved in the spring of 2009 and serves as a bridge between Algebra I and Geometry for students who need to achieve mastery or need a stronger foundation in Algebra I. The Secondary Curriculum and Instruction administrators and math department staff have completed the review of instructional materials and are making a recommendation for core program materials for the Integrated Math I course for grades 9-12. The committee utilized criteria to review and evaluate using the following categories: Mathematics Content, Alignment with the Standards, Assessment, Universal Access, and Instructional Strategies

The Secondary Curriculum and Instruction administrators and math department staff respectfully recommend the following program to be used:

Integrated Math I	SpringBoard Mathematics
	Publisher: The College Board

These are the same program materials previously adopted at the April 29, 2014 board meeting for Algebra I, Geometry, and Algebra II.

**Financial impact:**

\$100.00/Student Materials x 470 students = \$47,000

**Superintendent's recommendation:**

The Superintendent recommends the second reading and approval of the Program Adoption Recommendation for Core Mathematics for Integrated Math I grades 9-12.

**Supporting documents attached:**

- Integrated I revised course guide proposal
- Integrated Math I committee recommendation

## Integrated Math Revised Course Guide Proposal for 2014/15 School Year

**Course Title:** Integrated Mathematics I  
**Department:** Mathematics  
**Career School:** All  
**Grade Level:** 10<sup>th</sup> – 12<sup>th</sup>  
**Fulfills HS Graduation Requirement:** yes  
**Fulfills UC Requirement:** yes  
**Pre-Requisites:** Algebra I

**NEW Proposed Required Board Approved Material:**  
 Springboard Alg I and McDougal-Littell Geometry

Goal/Standard	CCSS Alignment	Objectives	Time	Skills	Assess	NEWPageCitation
ALGI 2.0 Students understand and use such operations as taking the opposite, finding the reciprocal, taking the root, and raising to a fractional power. They understand and use the rules of exponents.	8-EE.1; Know and apply the properties of integer exponents to generate equivalent numerical expressions. 8-EE.2; Use square root and cube root symbols to represent solutions to equations of the form $x^2 = p$ and $x^3 = p$ , where $p$ is a positive rational number. Evaluate square roots of small perfect squares and cube roots of small perfect cubes. Know that $\sqrt{2}$ is irrational. N-RN.1; Explain how the definition of the meaning of rational exponents follows from extending the properties of integer exponents to those values, allowing for a notation for radicals in terms of rational exponents. N-RN.2; Rewrite expressions involving radicals and rational exponents using the properties of exponents. A-SSE.3c; Use the properties of exponents to transform expressions for exponential functions.	Students will: Understand rules for adding and subtracting real numbers then explain the phrase “add the opposite”, Understand the rules for multiplying and dividing real numbers then explain “reciprocals”. Simplify expressions by taking the root. Apply the rules of exponents to simplify expressions.	<del>3 weeks</del> 2 weeks	Read Write Identify Evaluate Compute Simplify Solve Analyze Graph Prove	Quizzes Tests CST	Springboard Alg I Unit 4 (Activity 19, 20)
ALGI 4.0 Students simplify expressions prior to solving linear equations and inequalities in one variable such as $3(2x -$	8-EE.7; Solve linear equations in one variable. b. Solve linear equations with rational number coefficients, including equations whose solutions require expanding expressions using the distributive property and collecting like terms. A-CED.3; Represent constraints by equations or inequalities, and by systems of equations and/or inequalities, and interpret solutions as viable or nonviable options in a modeling context.	Students will: Read and identify when to apply order of operations and other algebraic properties such as the distributive property.	<del>1 week</del> 2 weeks	Read Write Identify Evaluate Compute Simplify Solve Analyze Graph Prove	Quizzes Tests CST	Springboard Alg I Unit 1 (Activity 3) Unit 3 (Activity 18)

Red print denotes proposed adjustments to current approved curriculum (Integrated Math I – McDougal-Littell)

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## Integrated Math Revised Course Guide Proposal for 2014/15 School Year

5) + 4 (x - 2) = 12.						
ALGI 5.0 Students solve multistep problems, involving linear equations and linear inequalities in one variable and provide justification for each step.	<p>7-EE.4; Use variables to represent quantities in a real-world or mathematical problem, and construct simple equations and inequalities to solve problems by reasoning about the quantities.</p> <p>a. Solve word problems leading to equations of the form <math>px + q = r</math> and <math>p(x + q) = r</math>, where <math>p</math>, <math>q</math>, and <math>r</math> are specific rational numbers. Solve equations of these forms fluently. Compare an algebraic solution to an arithmetic solution, identifying the sequence of the operations used in each approach.</p> <p>b. Solve word problems leading to inequalities of the form <math>px + q &gt; r</math> or <math>px + q &lt; r</math>, where <math>p</math>, <math>q</math>, and <math>r</math> are specific rational numbers. Graph the solution set of the inequality and interpret it in the context of the problem.</p> <p>8-EE.7; Solve linear equations in one variable.</p> <p>a. Give examples of linear equations in one variable with one solution, infinitely many solutions, or no solutions. Show which of these possibilities is the case by successively transforming the given equation into simpler forms, until an equivalent equation of the form <math>x = a</math>, <math>a = a</math>, or <math>a = b</math> results (where <math>a</math> and <math>b</math> are different numbers).</p> <p>b. Solve linear equations with rational number coefficients, including equations whose solutions require expanding expressions using the distributive property and collecting like terms.</p> <p>A-CED.3; Represent constraints by equations or inequalities, and by systems of equations and/or inequalities, and interpret solutions as viable or nonviable options in a modeling context.</p> <p>A-REI.1; Explain each step in solving a simple equation as following from the equality of numbers asserted at the previous step, starting from the assumption that the original equation has a solution. Construct a viable argument to justify a solution method.</p> <p>A-REI.3; Solve linear equations and inequalities in one variable, including equations with coefficients represented by letters.</p>	<p>Students will:</p> <p>Solve a linear equation or inequality then place in a T-Proof format and supply reasons for all statements.</p>	2 weeks	<p>Read</p> <p>Prove</p> <p>Write</p> <p>Graph</p> <p>Identify</p> <p>Analyze</p> <p>Evaluate</p> <p>Solve</p> <p>Compute</p> <p>Simplify</p>	<p>Quizzes</p> <p>Tests</p> <p>CST</p>	<p>Springboard Alg I</p> <p>Unit 1 (Activity 2, 3)</p> <p>Unit 3 (Activity 17)</p>

Red print denotes proposed adjustments to current approved curriculum (Integrated Math I – McDougal-Littell)



## Integrated Math Revised Course Guide Proposal for 2014/15 School Year

	<p>A-REI.5; Prove that, given a system of two equations in two variables, replacing one equation by the sum of that equation and a multiple of the other produces a system with the same solutions.</p> <p>A-REI.6; Solve systems of linear equations exactly and approximately (e.g., with graphs), focusing on pairs of linear equations in two variables.</p>					
<p>ALGI 6.0</p> <p>Students graph a linear equations, and compute the x- and y-intercepts. They are also able to sketch the regions defined by a linear inequality.</p>	<p>8.EE.5; Graph proportional relationships, interpreting the unit rate as the slope of the graph. Compare two different proportional relationships represented in different ways.</p> <p>A-REI.10; Understand that the graph of an equation in two variables is the set of all its solutions plotted in the coordinate plane, often forming a curve (which could be a line).</p> <p>A-REI. 12; Graph the solutions to a linear inequality in two variables as a half-plane (excluding the boundary in the case of a strict inequality), and graph the solution set to a system of linear inequalities in two variables as the intersection of the corresponding half-planes.</p> <p>F-IF.7a; Graph linear &amp; quadratic functions &amp; show intercepts, maxima, &amp; minima.</p>	<p>Students will:</p> <p>Graph linear equations on a coordinate plane and then be able to identify the x- and y-intercepts.</p> <p>Graph inequalities and shade regions for solutions.</p>	<p><del>2 weeks</del></p> <p>7 weeks</p>	<p>Read</p> <p>Write</p> <p>Identify</p> <p>Evaluate</p> <p>Compute</p> <p>Simplify</p> <p>Solve</p> <p>Analyze</p> <p>Graph</p> <p>Prove</p>	<p>Quizzes</p> <p>Tests</p> <p>CST</p>	<p>Springboard Alg I</p> <p>Unit 2 (Activity 6, 7, 12, 13)</p> <p>Unit 3 (Activity 14, 15, 16, 18)</p> <p>Unit 4 (Activity 22)</p> <p>Unit 5 (Activity 29, 30, 34)</p>
<p><del>ALGI 7.0</del></p> <p><del>Students verify that a point lies on a line given an equation of the line.</del></p> <p><del>Students are able to derive linear equations by using the point-slope formula.</del></p>	<p>NA</p>	<p><del>Students will:</del></p> <p><del>Use substitution to prove that a given point is a solution to the equation.</del></p> <p><del>Simplify an equation in point-slope <math>(y - y_1) = m(x - x_1)</math> form and convert it to slope-intercept form <math>y = mx + b</math>.</del></p>	<p><del>1 week</del></p>	<p><del>Read</del></p> <p><del>Write</del></p> <p><del>Identify</del></p> <p><del>Evaluate</del></p> <p><del>Compute</del></p> <p><del>Simplify</del></p> <p><del>Solve</del></p> <p><del>Analyze</del></p> <p><del>Graph</del></p> <p><del>Prove</del></p>	<p><del>Quizzes</del></p> <p><del>Tests</del></p> <p><del>CST</del></p>	<p>NA</p>
<p>ALGI 10.0</p> <p>Students add, subtract,</p>	<p>A-APR 1; Understand that polynomials form a system analogous to the integers, namely, they are closed under the operations of addition, subtraction, and multiplication; add, subtract, and multiply</p>	<p>Students will:</p> <p>Read, identify and apply rules for</p>	<p>2 weeks</p>	<p>Read</p> <p>Write</p> <p>Identify</p>	<p>Quizzes</p> <p>Tests</p>	<p>Springboard Alg I</p> <p>Unit 4 (Activity 24, 25)</p>

Red print denotes proposed adjustments to current approved curriculum (Integrated Math I – McDougal-Littell)

### Integrated Math Revised Course Guide Proposal for 2014/15 School Year

multiply and divide monomials and polynomials. Students solve multistep problems, including word problems, by using these techniques.	polynomials.	combining like terms and also rules for exponents.  Translate word problems into appropriate expressions then form equations to solve.		Evaluate Compute Simplify Solve Analyze Graph Prove	CST	
<del>ALG12.0- Students simplify fractions with polynomials in the numerator and denominator by factoring both and reducing them to lowest terms.</del>	NA - Now an Alg II standard A-APR. 6; Rewrite simple rational expressions in different forms; write $a(x)/b(x)$ in the form $q(x) + r(x)/b(x)$ , where $a(x)$ , $b(x)$ , $q(x)$ , and $r(x)$ are polynomials with the degree of $r(x)$ less than the degree of $b(x)$ , using inspection, long division, or, for the more complicated examples, a computer algebra system.	Students will:  <del>Identify when and how to factor binomials, trinomials, differences of squares, and differences of cubes, then apply rules for reducing fractions.</del>	1-week	Read Write Identify Evaluate Compute Simplify Solve Analyze Graph Prove	Quizzes Tests CST	NA
<del>ALG13.0- Students add, subtract, multiply and divide rational expressions and functions. Students solve both computationally and conceptually challenging</del>	NA - Now an Alg II standard A-APR.7; Understand that rational expressions form a system analogous to the rational numbers, closed under addition, subtraction, multiplication, and division by a nonzero rational expression; add, subtract, multiply, and divide rational expressions.	Students will:  <del>Perform operations involving rational expressions, including simplifying. Write and solve rational equations.</del>	3-weeks	Read Write Identify Evaluate Compute Simplify Solve Analyze Graph Prove	Quizzes Tests CST	NA

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### Integrated Math Revised Course Guide Proposal for 2014/15 School Year

problem- using these- techniques.						
ALGI 14.0 Students solve quadratic equations by factoring or completing the square.	A-REI. 4; Solve quadratic equations in one variable. a. Use the method of completing the square to transform any quadratic equation in $x$ into an equation of the form $(x - p)^2 = q$ that has the same solutions. Derive the quadratic formula from this form. F-IF. 8a; Use the process of factoring and completing the square in a quadratic function to show zeros, extreme values, and symmetry of the graph, and interpret these in terms of a context.	Students will:  Analyze type of equation given then evaluate best method for finding solution between factoring or completing the square.	2 weeks	Read Write Identify Evaluate Compute Simplify Solve Analyze Graph Prove	Quizzes Tests CST	Springboard Alg I Unit 5 (Activity 31, 32)
ALGI 19.0 Students know the quadratic formula and are familiar with its proof by completing the square.	A-REI.4a; Use the method of completing the square to transform any quadratic equation in $x$ into an equation of the form $(x - p)^2 = q$ that has the same solutions. Derive the quadratic formula from this form.	Students will:  Read and write the quadratic formula from memory. Given a quadratic expression, they will apply the quadratic formula to find solutions.	1 week	Read Write Identify Evaluate Compute Simplify Solve Analyze Graph	Quizzes Tests CST	Springboard Alg I Unit 5 (Activity 32 and ancillary)
ALGI 20.0 Students use the quadratic formula to find the roots of a second-degree polynomial and to solve quadratic equations.	A-REI.4b; Solve quadratic equations by inspection (e.g., for $x^2 = 49$ ), taking square roots, completing the square, the quadratic formula and factoring, as appropriate to the initial form of the equation. Recognize when the quadratic formula gives complex solutions and write them as $a \pm bi$ for real numbers $a$ and $b$ .	Students will:  Apply the quadratic formula to any quadratic equation to find the roots.	1 week	Read Write Identify Evaluate Compute Simplify Solve Analyze Graph Prove	Quizzes Tests CST	Springboard Alg I Unit 5 (Activity 31, 32, and ancillary)

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### Integrated Math Revised Course Guide Proposal for 2014/15 School Year

GEOM 8.0 Students know, derive, and solve problems involving the perimeter, circumference, area, volume, lateral area, and surface area of common geometric figures.	<b>G-GPE.7; Use coordinates to compute perimeters of polygons and areas of triangles and rectangles, e.g., using the distance formula.</b>	Students will:  Identify between various polygons, shapes and figures and then apply any and all forms of area to each specific figure. Other units of measure may also be evaluated.	<del>2 weeks</del> <b>4 weeks</b>	Read Write Identify Evaluate Compute Simplify Solve Analyze Graph Prove	Quizzes Tests CST	<b>McDougal-Littell Geometry</b> pp. 51-57, 372-379, 384, 537-540, 669-675, 677-682, 683-689, 691-698, 699-705, 708, 728-734, 735-742, 743-749, 752-758, 758-765, 766-772, 774-776, 843
GEOM 10.0 Students compute areas of polygons, including rectangles, scalene triangles, equilateral triangles, rhombi, parallelograms, and trapezoids.	<b>6-G.1; Find the area of right triangles, other triangles, special quadrilaterals, and polygons by composing into rectangles or decomposing into triangles and other shapes; apply these techniques in the context of solving real-world and mathematical problems.</b>	Students will:  Identify specific polygons and then compute the area of said polygon.	2 weeks	Read Write Identify Evaluate Compute Simplify Solve Analyze Graph Prove	Quizzes Tests CST	<b>McDougal-Littell Geometry</b> pp. 51-57, 372-379, 384, 537-540, 669-675, 699-705, 708, 843
GEOM 12.0 Students find and use measures of sides and of	<b>8-G.5; Use informal arguments to establish facts about the angle sum and exterior angle of triangles, about the angles created when parallel lines are cut by a transversal, and the angle-angle criterion for similarity of triangles. G-CO.9; Prove theorems about lines and angles. Theorems include: vertical angles are congruent; when a</b>	Students will:  Find angle measurements of polygons.	<del>2 weeks</del> <b>3 weeks</b>	Read Write Identify Evaluate Compute	Quizzes Tests CST	<b>McDougal-Littell Geometry</b> pp. 194-201, 236-242, 322-328, 330-337, 338-346, 347-355, 356-363, 364-

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## Integrated Math Revised Course Guide Proposal for 2014/15 School Year

interior and exterior angles of triangles and polygons to classify figures and solve problems.	<i>transversal crosses parallel lines, alternate</i>			Simplify Solve Analyze Graph		370, 661-668
GEOM 17.0 Students prove theorems by using coordinate geometry, including the midpoint of line segment, the distance formula, and various forms of equations of lines and circles.	<b>G-GPE.4; Use coordinates to prove simple geometric theorems algebraically. G-GPE.7; Use coordinates to compute perimeters of polygons and areas of triangles and rectangles, e.g., using the distance formula.</b>	Students will:  Find midpoints of line segments using the Midpoint Formula. Find the distance of line segments using the Distance Formula. Prove theorems using properties of lines.	<del>2 weeks</del> 3 weeks	Read Write Identify Evaluate Compute Simplify Solve Analyze Graph Prove	Quizzes Tests CST	<b>McDougal-Littell Geometry</b> 17-24, 34-41, 165-171, 172-177, 243-249, 287-292, 636-640, 792-796, 836-838, 842-843
GEOM 18.0 Students know the definitions of the basic trigonometric functions defined by the angles of a right triangle.	<b>G-SRT.6; Understand that by similarity, side ratios in right triangles are properties of the angles in the triangle, leading to definitions of trigonometric ratios for acute angles. G-SRT.7; Explain and use the relationship between the sine and cosine of complementary angles. G-SRT.8; Use trigonometric ratios and the Pythagorean Theorem to solve right triangles in applied problems. F-TF.8; Prove the Pythagorean identity <math>\sin^2(\theta) + \cos^2(\theta) = 1</math> and use it to calculate trigonometric ratios.</b>	Students will:  Find sine, cosine, and tangent ratios of right triangles.	1 week	Read Write Identify Evaluate Compute Simplify Solve Analyze Graph Prove	Quizzes Tests CST	<b>McDougal-Littell Geometry</b> pp. 558-566, 583-584, 845

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Integrated Math I Adoption Committee:

Nichole Walsh	MHS C & I VP
Robyn Cosgrove	MSHS C & I VP
Alan Hollman	MHS Principal
Todd Lile	MSHS Principal
Wayne Clemensen	MHS Math teacher
Rose Rialon	MHS Math Teacher
Jennifer Nelson	Mt. Vista Math Teacher

This recommendation is based on the following criteria utilized by the committee to review and evaluate the core math program:

1. Mathematics Content
2. Alignment with the Standards
3. Assessment
4. Universal Access
5. Instructional Strategies

The Integrated Math I adoption committee respectfully recommends the following program:

Grades 9-12, Integrated Math I

SpringBoard Mathematics

Publisher: The College Board

Approval of the recommendation will be requested at the September 23, 2014 board meeting.





## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Second Reading and Approval of Revised Board Policy for  
Administrative & Support Services

**Responsible Staff:** **Sandon Schwartz, Asst. Supt. of Administrative & Support Services**  
Rosalind Cox, Director of Facilities Planning & Construction Mgmt.

**Agenda Placement:** Old Business

**Background/ rationale:** Revision and/or new language is recommended by CSBA on the following Board Policy:

- Board Policy 3280 – Sale Or Lease Of District-Owned Real Property

**Financial impact:** None

**Superintendent's recommendation:** The Superintendent recommends approval of the revised Board Policy.

**Supporting documents attached:**

- Board Policy 3280 – Sale Or Lease of District-Owned Real Property

# **Board Policy**

## **Sale Or Lease Of District-Owned Real Property**

BP 3280

### **Business and Noninstructional Operations**

The Governing Board believes that the district should utilize its facilities and resources in the most economical and practical manner. The Superintendent or designee shall periodically study the current and projected use of all district facilities to ensure the efficient utilization of space and the effective delivery of instruction.

(cf. 1330 - Use of School Facilities)  
(cf. 7110 - Facilities Master Plan)  
(cf. 7111 - Evaluating Existing Buildings)  
(cf. 7160 - Charter School Facilities)

Upon determination that district property is no longer needed or may not be needed until some future time, the Board shall first submit a report to the local planning agency as to what real property the district intends to offer for sale or lease. Not less than 40 days after issuance of the report to the local planning agency, and prior to entering into any agreement for sale or lease of district real property, the Board shall offer to sell or lease district-owned real property in accordance with priorities and procedures specified in applicable law (Education Code 17230, 17387-17391, 17457.5, 17464, 17485-17500, and Government Code 54222, 65402).

(cf. 5148 - Child Care and Development)  
(cf. 5148.2 - Before/After School Programs)  
(cf. 5148.3 - Preschool/Early Childhood Education)

Prior to the sale or lease of any surplus real property, the Board shall appoint a district advisory committee to advise the Board regarding the use or disposition of schools or school building space which is not needed for school purposes. (Education Code 17388-17389)

(cf. 1220 - Citizen Advisory Committees)

In addition, when selling real property purchased, constructed, or modernized with funds received within the past 10 years from a school facilities funding program, the Board shall consider whether any of the proceeds from the sale will need to be returned to the State Allocation Board (SAB) pursuant to Education Code 17462.3.

### **Resolution of Intention to Sell or Lease**

Before ordering the sale or lease of any real property, the Board shall adopt a resolution by a two-thirds vote of all of its members at a regularly scheduled, open meeting. The resolution shall describe the property proposed to be sold or leased in such a manner as to identify it,

specify the minimum price or rent, describe the terms upon which it will be sold or leased, and specify the commission or rate, if any, which the Board will pay to a licensed real estate broker out of the minimum price or rent. The resolution shall fix a time, not less than three weeks thereafter, for a public meeting, held at the Board's regular meeting place, at which sealed proposals to purchase or lease will be received and considered. (Education Code 17466)

(cf. 9320 – Meetings and Notices)  
(cf. 9323.2 - Actions by the Board)

The Superintendent or designee shall provide notice of the adoption of the resolution and of the time and place of the meeting that will be held to consider bids by posting copies of the resolution, signed by the Board, in three public places not less than 15 days before the date of the meeting. In addition, the notice shall be published at least once a week for three successive weeks before the meeting, in a newspaper of general circulation published in the county in which the district is located, if such a paper exists. (Education Code 17469)

The Superintendent or designee shall take reasonable steps to provide notification to the former owners of the property of the district's intent to sell it in accordance with Education Code 17470.

### **Acceptance/Rejection of Bids**

At the public meeting specified in the resolution of intention to sell or lease property, the Board shall open, examine, and declare all sealed bids. Before accepting any written proposal, the Board shall call for oral bids in accordance with law. (Education Code 17472, 17473)

The Board may reject any and all bids, either written or oral, and withdraw the properties from sale when the Board determines that rejection is in the best public interest. If no proposals are submitted or the submitted proposals do not conform to all the terms and conditions specified in the resolution of intention to lease, the Board may lease the property in accordance with Education Code 17477. (Education Code 17476, 17477)

Of the proposals submitted by responsible bidders which conform to all terms and conditions specified in the resolution of intention to sell or lease, the Board shall finally accept the highest bid after deducting the commission, if any, to be paid to a licensed real estate broker, unless the Board accepts a higher oral bid or rejects all bids. (Education Code 17472)

The final acceptance of the bid may be made either at the same meeting specified in the resolution or at any adjourned/continued meeting held within 10 days. Upon acceptance of the bid, the Board may adopt a resolution of acceptance that directs the Board president, or any other Board member, to execute the deed or lease and to deliver the document upon performance and compliance by the successful bidder of all of the terms and conditions of the contract. (Education Code 17475-17478)

(cf. 1431 - Waivers)  
(cf. 9320 - Meetings and Notices)



## Use of Proceeds

The Superintendent or designee shall ensure that proceeds from the sale or lease with an option to purchase of district surplus property are used in accordance with law. (Education Code 17462; 2 CCR 1700)

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

Pursuant to the authorization in Education Code 17463.7, the district may expend proceeds from the sale of surplus real property, along with the proceeds from any personal property located on that real property, for any one-time general fund purpose(s). Prior to exercising this authority, the Board shall certify to the State Allocation Board that: (Education Code 17463.7)

1. The district has no major deferred maintenance requirements not covered by existing capital outlay resources.

(cf. 3111 - Deferred Maintenance Funds)

2. The sale of real property pursuant to Education Code 17463.7 does not violate the provisions of a local bond act.

(cf. 7214 - General Obligation Bonds)

3. The real property is not suitable to meet projected school construction needs for the next 10 years.

Prior to exercising this authority, the Superintendent or designee shall present to the Board, at a regularly scheduled meeting, a plan for expending these one-time resources. The plan shall identify the source and use of the funds and shall describe the reasons that the expenditure shall not result in ongoing fiscal obligations for the district. (Education Code 17463.7)

## Legal Reference:

### EDUCATION CODE

17219-17224 Acquisition of property not utilized as school site; nonuse payments; exemptions

17230-17234 Surplus property

17385 Conveyances to and from school districts

17387-17391 Advisory committees for use of excess school facilities

17400-17429 Leasing property

17430-17447 Leasing facilities

17453 Lease of surplus district property

17455-17484 Sale or lease of real property, especially:

17457.5 Offer to charter school

17462.3 State Allocation Board program to reclaim funds

17463.7 Proceeds for general fund purposes  
17485-17500 Surplus school playground (Naylor Act)  
17515-17526 Joint occupancy  
17527-17535 Joint use of district facilities  
33050 Request for waiver  
38130-38139 Civic Center Act

#### GOVERNMENT CODE

54220-54232 Surplus land, especially:  
54222 Offer to sell or lease property  
54950-54963 Brown Act, especially:  
54952 Legislative body, definition

#### PUBLIC RESOURCES CODE

21000-21177 California Environmental Quality Act

#### CODE OF REGULATIONS, TITLE 2

1700 Definitions related to surplus property

#### COURT DECISIONS

San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District, (2006) 139 Cal.App. 4th 1356

#### Management Resources:

##### CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, September 2009

##### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Closing a School Best Practices Guide

##### OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

Unused Site Program Handbook, May 2008

##### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, School Facilities Planning Division:

<http://www.cde.ca.gov/ls/fa>

Coalition for Adequate School Housing: <http://www.cashnet.org>

Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

#### Policy MADERA UNIFIED SCHOOL DISTRICT

adopted: September 23, 2014 Madera, Ca



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Second Reading and Approval of Revised Board Policies, Administrative Regulations, and Exhibits for Educational Services Department.

**Responsible Staff:** Victor Villar, Associate Superintendent of Educational Services

**Agenda Placement:** Old Business

**Background/rationale:**

- Revisions/New Language are recommended by CSBA on the following Board Policies, Administrative Regulations, and Exhibits:
  - BP 3513.3 Tobacco-Free Schools
  - BP 5131.62 Tobacco
  - BP 5144 Discipline
  - AR 5144 Discipline
  - BP 5144.1 Suspension and Expulsion/Due Process
  - AR 5144.1 Suspension and Expulsion/Due Process
  - E 5145.6 Parental Notifications
  - BP 6141.5 Advanced Placement
  - BP 6142.92 Mathematics Instruction
  - BP 6162.5 Student Assessment
  - BP 6162.54 Test Integrity/Test Preparation
  - BP 6163.1 Library Media Centers
  - BP 6184 Continuation Education
  - AR 6184 Continuation Education

**Financial impact:**

- None.

**Superintendent's recommendation:**

- The Superintendent recommends the Board approve the second reading of the revised Board Policies, Administrative Regulations, and Exhibits for Educational Services Department.

**Supporting documents attached:**

- Revised Board Policies, Administrative Regulations and Exhibits.



# Madera USD

## Board Policy

### Tobacco-Free Schools

BP 3513.3

#### **Business and Noninstructional Operations**

The Governing Board recognizes that the health hazards associated with smoking and the use of tobacco products, including the breathing of second-hand smoke, are inconsistent with its goal to provide a healthy environment for students and staff.

(cf. 3514 - Environmental Safety)  
(cf. 4159/4259/4359 - Employee Assistance Programs)  
(cf. 5030 - Student Wellness)  
(cf. 5131.62 - Tobacco)  
(cf. 5141.23 - Asthma Management)  
(cf. 6142.8 - Comprehensive Health Education)  
(cf. 6143 - Courses of Study)

The Board prohibits the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles. (Health and Safety Code 104420; Labor Code 6404.5; 20 USC 6083)

This prohibition applies to all employees, students, and visitors at any school-sponsored instructional program, activity, or athletic event held on or off district property. Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district's tobacco-free schools policy and consequences for violations of the policy.

(cf. 1330 - Use of School Facilities)  
(cf. 1330.1 - Joint Use Agreements)

Prohibited products include any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, electronic cigarettes, electronic hookahs, and other vapor-emitting devices, with or without nicotine content that mimic the use of tobacco products.

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related products and disposal of any tobacco-related waste are prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. (Health and Safety Code 104495)

Legal Reference:

EDUCATION CODE

48900 Grounds for suspension/expulsion

48901 Prohibition against tobacco use by students

HEALTH AND SAFETY CODE

39002 Control of air pollution from nonvehicular sources

104350-104495 Tobacco use prevention, especially:

104495 Prohibition of smoking and tobacco waste on playgrounds

119405 Unlawful to sell or furnish electronic cigarettes to minors

LABOR CODE

3300 Employer, definition

6304 Safe and healthful workplace

6404.5 Occupational safety and health; use of tobacco products

UNITED STATES CODE, TITLE 20

6083 Nonsmoking policy for children's services

7100-7117 Safe and Drug Free Schools and Communities Act

CODE OF FEDERAL REGULATIONS, TITLE 21

1140.1-1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors

PERB RULINGS

Eureka Teachers Assn. v. Eureka City School District (1992) PERB Order #955 (16 PERC 23168)

CSEA #506 and Associated Teachers of Metropolitan Riverside v. Riverside Unified School District (1989) PERB Order #750 (13 PERC 20147)

Management Resources:

WEB SITES

California Department of Education, Alcohol, Tobacco and Other Drug Prevention:

<http://www.cde.ca.gov/ls/he/at>

California Department of Education, Tobacco-Free School District Certification:

<http://www.cde.ca.gov/ls/he/at/tobaccofreecert.asp>

California Department of Public Health, Tobacco Control:

<http://www.cdph.ca.gov/programs/tobacco>

Occupational Safety and Health Standards Board: <http://www.dir.ca.gov/OSHSB/oshsb.html>

U.S. Environmental Protection Agency: <http://www.epa.gov>

Policy MADERA UNIFIED SCHOOL DISTRICT

adopted: December 13, 2011 Madera, California

Revised: September 23, 2014

# **Madera USD**

## **Board Policy**

### **Tobacco**

BP 5131.62

#### **Students**

The Governing Board recognizes the serious health risks and desires to ensure that, through adoption of consistent policies, district students are made aware of those risks and, to the extent possible, protected from them. The Superintendent or designee shall establish a coordinated school health system which includes a comprehensive behavioral health education component that teaches students the knowledge, skills, and attitudes they need in order to lead healthy lives and avoid high-risk behaviors, such as tobacco use.

(cf. 5141.23 - Asthma Management)

The Superintendent or designee shall provide prevention, intervention, and cessation education, information, activities, and/or referrals to district students and shall ensure consistent enforcement of district policies prohibiting student possession and use of tobacco products.

#### **Prohibition Against Tobacco Use**

Students shall not possess, smoke, or use tobacco or any product containing tobacco or nicotine while on campus, while attending school-sponsored activities, or while under the supervision and control of district employees. Prohibited products include, but are not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. (Education Code 48900, 48901)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 5131 - Conduct)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Students' possession or use of electronic cigarettes, electronic hookahs, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products is also prohibited.

These prohibitions do not apply to a student's possession or use of his/her own prescription products. However, student possession or use of prescription products in school shall be subject to the district's policy and regulation for addressing the administration of medications on campus. (Education Code 48900)

#### **Prevention Instruction**

The district shall provide developmentally appropriate tobacco-use prevention instruction for students at selected grade levels from K-12 pursuant to Education Code 51202. Such instruction shall be aligned with state content standards and the state curriculum framework for health education and with any requirements of state and/or federal grant programs in which the district participates.

(cf. 6142.8 - Comprehensive Health Education)  
(cf. 6143 - Courses of Study)

### **Intervention/Cessation Services**

The district may provide or refer students to counseling, intensive education, and other intervention services to assist in the cessation of tobacco use. Such intervention services may be provided as an alternative to suspension for tobacco possession.

(cf. 1020 - Youth Services)  
(cf. 5146 - Married/Pregnant/Parenting Students)  
(cf. 5141.6 - School Health Services)  
(cf. 6164.2 - Guidance/Counseling Services)

### **Program Planning**

The district's tobacco-use prevention and intervention program shall be based on an assessment of tobacco-use problems in district schools and the community, an examination of existing services and activities in the community, and a determination of high-risk student populations that are most in need of district services.

The Superintendent or designee shall coordinate with the local health department and county office of education in program planning and implementation. He/she may establish an advisory council including students, parents/guardians, district staff, representatives of the local health department and community organizations, law enforcement professionals, and/or others with demonstrated expertise in tobacco prevention and cessation.

(cf. 1220 - Citizen Advisory Councils)  
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Superintendent or designee also shall coordinate the district's tobacco-use prevention and intervention program with other district efforts to reduce students' use of illegal substances and to promote student wellness.

(cf. 5030 - Student Wellness)  
(cf. 5131.6 - Alcohol and Other Drugs)  
(cf. 5131.63 - Steroids)

The Superintendent or designee shall select tobacco-use prevention programs based on the model

program designs identified by the California Department of Education (CDE) and may modify the model to meet district needs. (Health and Safety Code 104420)

The Superintendent or designee shall not accept for distribution any materials or advertisements that promote the use or sale of tobacco products. He/she also shall not accept tobacco-use prevention or intervention funds or materials from the tobacco industry or from any entity which has received funding from the tobacco industry.

(cf. 1325 - Advertising and Promotion)

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

### **Program Evaluation**

To evaluate the effectiveness of the district's program and ensure accountability, the Superintendent or designee shall biennially administer the California Healthy Kids Survey or other appropriate student survey at selected grade levels in order to assess student attitudes toward tobacco and student use of tobacco. He/she also shall annually report to the Board, and to the CDE if required, the data specified in Health and Safety Code 104450.

(cf. 0500 - Accountability)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 6162.8 - Research)

The results of program evaluations shall be used to refine program goals and objectives and make changes as needed to strengthen program implementation.

### **Legal Reference:**

#### **EDUCATION CODE**

48900 Suspension or expulsion (grounds)

48900.5 Suspension, limitation on imposition; exception

48901 Smoking or use of tobacco prohibited

51202 Instruction in personal and public health and safety

60041 Instructional materials, portrayal of effects of tobacco use

#### **HEALTH AND SAFETY CODE**

104350-104495 Tobacco-use prevention education

119405 Unlawful to sell or furnish electronic cigarettes to minors

#### **PENAL CODE**

308 Minimum age for tobacco possession

#### **CODE OF REGULATIONS, TITLE 17**

6800 Definition, health assessment

6844-6847 Child Health and Disability Prevention program; health assessments

#### **UNITED STATES CODE, TITLE 20**

7111-7117 Safe and Drug-Free Schools and Communities Act

CODE OF FEDERAL REGULATIONS, TITLE 21  
1140.1-1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors  
ATTORNEY GENERAL OPINIONS  
88 Ops.Cal.Atty.Gen. 8 (2005)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools: Kindergarten Through Grade Twelve, 2003

Getting Results: Part II California Action Guide to Tobacco Use Prevention Education, 2000

WEST ED PUBLICATIONS

Guidebook for the California Healthy Kids Survey

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Tobacco-Use Prevention Education:

<http://www.cde.ca.gov/ls/he/at/tupe.asp>

California Department of Public Health, Tobacco Control:

<http://www.cdph.ca.gov/programs/tobacco>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Healthy Kids Survey: <http://www.wested.org/hks>

Centers for Disease Control and Prevention, Smoking and Tobacco Use:

<http://www.cdc.gov/tobacco>

Safe and Healthy Kids Annual Report: <http://hk.duerrevaluation.com>

U.S. Department of Education: <http://www.ed.gov>

U.S. Surgeon General: <http://www.surgeongeneral.gov>

Policy MADERA UNIFIED SCHOOL DISTRICT

adopted: December 13, 2011 Madera, California

Revised: September 23, 2014



# Madera USD

## Board Policy

### Discipline

BP 5144

#### Students

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management, strategies, provision of appropriate intervention and support and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 6020 - Parent Involvement)

The Superintendent or designee shall approve, for each school, a complement of effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures as a means for correcting student misbehavior.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

(cf. 6164.5 - Student Success Teams)

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs. However, the rules shall be consistent with law, Board policy, and district regulations. The Board may review, at an open meeting, the approved school discipline rules for consistency with Board policy and state law. (Education Code 35291.5)

(cf. 9320 - Meetings and Notices)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health and opportunity to learn.

Persistently disruptive students may be assigned to alternative programs or removed from school in accordance with law, Board policy, and administrative regulation.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 3515.3 - District Police/Security Department)

(cf. 4158/4258/4358 - Employee Security)

(cf. 5136 - Gangs)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

(cf. 6164.5 - Student Success Teams)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall provide professional development as necessary to assist staff in developing consistent classroom management skills, implementing effective disciplinary techniques, and establishing cooperative relationships with parents/guardians.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

At the beginning of every school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in each school in the immediately preceding school year

and their effect on student learning in the school.

### **Corporal Punishment**

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. (Education Code 49001)

However, corporal punishment does not include any pain or discomfort suffered by a student as a result of his/her voluntary participation in an athletic or other recreational competition or activity. In addition, an employee's use of force that is reasonable and necessary to protect himself/herself, students, staff, or other persons, to prevent damage to property, or to obtain possession of weapons or other dangerous objects within the control of the student is not corporal punishment. (Education Code 49001)

(cf. 4158/4258/4358 - Employee Security)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 6145.2 - Athletic Competition)

#### **Legal Reference:**

##### **EDUCATION CODE**

32280-32288 School safety plans

35146 Closed sessions

35291 Rules

35291.5-35291.7 School-adopted discipline rules

37223 Weekend classes

44807.5 Restriction from recess

48900-48926 Suspension and expulsion

48980-48985 Notification of parent/guardian

49000-49001 Prohibition of corporal punishment

49330-49335 Injurious objects

##### **CIVIL CODE**

1714.1 Parental liability for child's misconduct

##### **CODE OF REGULATIONS, TITLE 5**

307 Participation in school activities until departure of bus

353 Detention after school

#### **Management Resources:**

##### **CSBA PUBLICATIONS**

Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009

##### **CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES**

Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000

##### **STATE BOARD OF EDUCATION POLICIES**

01-02 School Safety, Discipline, and Attendance, March 2001

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

Policy MADERA UNIFIED SCHOOL DISTRICT

adopted: December 13, 2011 Madera, California

revised: March 12, 2013

Revised: September 23, 2014

# **Madera USD**

## **Administrative Regulation**

### **Discipline**

AR 5144  
**Students**

#### **Site-Level Rules**

Site-level rules shall be consistent with district policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any

(cf. 3515.3 - District Police/Security Department)

5. For junior high and high schools, students enrolled in the school

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in district discipline policies or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

School rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291)

#### **Disciplinary Strategies**

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when a student's presence causes a danger to himself/herself or others or he/she commits a single act of a grave nature or an offense for which

suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff and the student and his/her parents/guardians

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

2. Referral of the student to the school counselor or other school support service personnel for case management and counseling

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6164.2 - Guidance/Counseling Services)

3. Convening of a study, guidance, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and his/her parents/guardians

(cf. 6164.5 - Student Success Teams)

4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education under Section 504)

5. Enrollment in a program for teaching prosocial behavior or anger management

6. Participation in a restorative justice program

7. A positive behavior support approach with tiered interventions that occur during the school day on campus

8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably

(cf. 5148.2 - Before/After School Programs)

9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner

10. After-school programs that address specific behavioral issues or expose students to



positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups

(cf. 5148.2 - Before/After School Programs)

11. Recess restriction as provided in the section below entitled "Recess Restriction"

12. Detention after school hours as provided in the section below entitled "Detention After School"

13. Community service as provided in the section below entitled "Community Service"

14. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

(cf. 6145 - Extracurricular/Cocurricular Activities)

15. Reassignment to an alternative educational environment

(cf. 6158 - Independent Study)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

16. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

(cf. 5125 - Student Records)

### **Recess Restriction**

A teacher may restrict a student's recess time only when he/she believes that this action is the most effective way to bring about improved behavior. When recess restriction may involve the withholding of physical activity from a student, the teacher shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.
2. The student shall remain under a certificated employee's supervision during the period of restriction.
3. Teachers shall inform the principal of any recess restrictions they impose.

(cf. 5030 - Student Wellness)

(cf. 6142.7 - Physical Education and Activity)

### **Detention After School**

Students may be detained for disciplinary reasons up to one hour after the close of the maximum school day. (5 CCR 353)  
AR 5144(d)

If a student will miss his/her school bus on account of being detained after school, or if the student is not transported by school bus, the principal or designee shall notify parents/guardians of the detention at least one day in advance so that alternative transportation arrangements may be made. The student shall not be detained unless the principal or designee notifies the parent/guardian.

In cases where the school bus departs more than one hour after the end of the school day, students may be detained until the bus departs. (5 CCR 307, 353)

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

(cf. 6176 - Weekend/Saturday Classes)

### **Community Service**

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may, at his/her discretion, require a student to perform community service during nonschool hours, on school grounds, or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then a student may be required to perform

community service for the resulting suspension. (Education Code 48900.6)

### **Notice to Parents/Guardians and Students**

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall also provide written notice of the rules related to discipline to transfer students at the time of their enrollment in the district.

Regulation     MADERA UNIFIED SCHOOL DISTRICT  
approved: December 13, 2011     Madera, California  
revised:     March 12, 2013  
Revised: September 23, 2014

# **Madera USD**

## **Board Policy**

### **Suspension And Expulsion/Due Process**

BP 5144.1

#### **Students**

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5144 - Discipline)

(cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law and the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or other school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

#### **Appropriate Use of Suspension and Expulsion**

Except when a student commits an act that violates Education Code 48900(a)-(e) or his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct.

Except when a student commits an act listed in Education Code 48915(c), the Superintendent or designee shall have the discretion to determine whether to recommend to the Board that the student be expelled.

(cf. 5131.7 - Weapons and Dangerous Instruments)

To correct the behavior of any student who is subject to discipline, the Superintendent or designee shall, to the extent allowed by law, first use alternative disciplinary strategies specified in AR 5144.1 - Discipline. (Education Code 48900.5)

(cf. 1020 - Youth Services)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be those specified in law and administrative regulation.

To correct the behavior of students who are subject to discipline, the Superintendent or designee, to the extent allowed by law, shall use alternative disciplinary measures that keep students in school during the school day.

(cf. 1020 - Youth Services)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

Suspended or expelled students shall be denied the privilege of participation in all extracurricular activities during the period of suspension or expulsion.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

District staff shall not suspend any student for disruption or willful defiance, unless the suspension is warranted by documented repetitive behavior of the student or the disruption or willful defiance occurred in conjunction with another violation for which the student may be suspended.

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to classroom or school removal

### **Due Process**

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))

### **Removal from Class by a Teacher and Parental Attendance**

When suspending a student from class for committing an obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or otherwise willfully defying valid staff authority, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1)

Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and his/her parents/guardians and to improve classroom behavior.

Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)

When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is required pursuant to law. (Education Code 48900.1)

(cf. 5145.6 - Parental Notifications)

A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)

When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by telephone, mail, or other means that maintains the



confidentiality of the student's records.

(cf. 5125 - Student Records)

District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)

### **Supervised Suspension Classroom**

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

### **Decision Not to Enforce Expulsion Order**

Upon voting to expel a student, the Board may suspend enforcement of the expulsion order pursuant to the requirements of law and administrative regulation. (Education Code 48917)

### **Maintenance and Monitoring of Outcome Data**

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

The report shall be disaggregated by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, foster youth, and students with disabilities. The report also shall include information about whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981 Enrollment of students in community school

17292.5 Program for expelled students  
 32261 Interagency School Safety Demonstration Act of 1985  
 35145 Open board meetings  
 35146 Closed sessions (regarding suspensions)  
 35291 Rules (for government and discipline of schools)  
 35291.5 Rules and procedures on school discipline  
 48645.5 Readmission; contact with juvenile justice system  
 48660-48667 Community day schools  
 48853.5 Foster youth  
 48900-48927 Suspension and expulsion  
 48950 Speech and other communication  
 48980 Parental notifications  
 49073-49079 Privacy of student records  
 52060-52007 Local control and accountability plan  
 CIVIL CODE  
 47 Privileged communication  
 48.8 Defamation liability  
 CODE OF CIVIL PROCEDURE  
 1985-1997 Subpoenas; means of production  
 GOVERNMENT CODE  
 11455.20 Contempt  
 54950-54963 Ralph M. Brown Act  
 HEALTH AND SAFETY CODE  
 11014.5 Drug paraphernalia  
 11053-11058 Standards and schedules  
 LABOR CODE  
 230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child  
 PENAL CODE  
 31 Principal of a crime, defined  
 240 Assault defined  
 241.2 Assault fines  
 242 Battery defined  
 243.2 Battery on school property  
 243.4 Sexual battery  
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 COURT DECISIONS  
 T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267  
 Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421  
 Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321  
 Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807  
 Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182  
 John A. v. San Bernardino School District (1982) 33 Cal. 3d 301  
 ATTORNEY GENERAL OPINIONS  
 84 Ops.Cal.Atty.Gen. 146 (2001)  
 80 Ops.Cal.Atty.Gen. 91 (1997)  
 80 Ops.Cal.Atty.Gen. 85 (1997)

#### Management Resources:

#### CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

#### U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Civil Rights Data Collection Summary, March 2012

#### WEB SITES

CSBA: <http://www.csba.org>

California Attorney General's Office: <http://www.oag.ca.gov>

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/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Drug-Free Schools:

<http://www.ed.gov/about/offices/list/osdfs>

#### Policy MADERA UNIFIED SCHOOL DISTRICT

adopted: August 28, 2012 Madera, California

revised: March 12, 2013

revised: September 23, 2014

# **Madera USD**

## **Administrative Regulation**

### **Suspension and Expulsion/Due Process**

AR 5144.1  
**Students**

#### Definitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(u))

#### Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension, and expulsion. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

### Grounds for Suspension and Expulsion

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows:

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense. (Education Code 48900(a))

A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, a student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(t))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))

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(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as controlled substance, alcoholic beverage, or intoxicant. (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))
7. Stole or attempted to steal school property or private property. (Education Code 48900(g))
8. Possessed or used tobacco or any products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This restriction shall not prohibit a student from using or possessing his/her own prescription products. (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

12. Knowingly received stolen school property or private property. (Education Code 48900(l))
13. Possessed an imitation firearm. (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))



16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))

17. Engaged in, or attempted to engage in, hazing. (Education Code 48900(q))

Hazing means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

18. Engaged in an act of bullying. (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 (items #20-22 below), that has any of the effects described above on a reasonable student.

Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

19. Aided or abetted the infliction or attempted infliction of physical injury on another

person, as defined in Penal Code 31. (Education Code 48900(t))

20. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person, or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

21. Committed sexual harassment as defined in Education Code 212.5. (Education Code 48900.2)

Sexual harassment means that conduct, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

22. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233. (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

23. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment. (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

## **Removal from Class by a Teacher and Parental Attendance**

A teacher may remove any student from his/her class for the remainder of the day and the following day only for acts specified in Education Code 48900 and listed under "Grounds for Suspension and Expulsion" above. (Education Code 48910)

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When removing a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If the action requires the continuing presence of the student at school, He/she shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible, after the teacher decides to remove the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal. (Education Code 48910)

A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may continue to attend other regular classes except those held at the same time as the class from which the student was removed. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Pursuant to Board policy, a teacher may require the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)

The notice shall specify that the attendance may be on either the date the student is scheduled to return to class or within one week thereafter.

This notice shall:

1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date
2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student
3. Direct the parent/guardian to meet with the principal after the visit and before leaving

school

### **Suspension by Superintendent, Principal, or Principal's Designee**

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife, as defined in Education Code 48915(g)
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
5. Possession of an explosive as defined in 18 USC 921

In addition, the Superintendent, principal, or designee may impose a suspension upon a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain them in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

### **Length of Suspension**

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, when a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for

which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

### **Due Process Procedures for Suspension**

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may

meet with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

Although the parent/guardian is required to respond without delay to a request for a conference about his/her child's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911)

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

In addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

### **Suspension by the Board**

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by Superintendent, Principal, or Principal's Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)



When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

### **Supervised Suspension Classroom**

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school, students, or staff may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling service
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. Each student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

### **Authority to Expel**

A student may be expelled only by the Board. (Education Code 48918(j))

The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)

For all other grounds listed above under "Grounds for Suspension and Expulsion," the Board shall order a student expelled, upon the recommendation of the Superintendent, principal, or designee, only if the Board makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

### **Mandatory Recommendation and Mandatory Expulsion**

The Superintendent, principal, or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the firearm from a certificated school employee, with the principal or designee's concurrence.

However, possession of an imitation firearm, as defined in Education Code 48900(m), shall not be regarded as an offense requiring a mandatory recommendation for expulsion and mandatory expulsion.

2. Brandishing a knife as defined in Education Code 48915(g) at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
5. Possessing an explosive as defined in 18 USC 921

Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915)

### **Student's Right to Expulsion Hearing**

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that the student has committed one of the acts listed under "Grounds for Suspension and Expulsion." (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent

postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

### **Stipulated Expulsion**

After a determination that the student has committed listed above under "Grounds for Suspension and Expulsion" has occurred, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion shall be effective upon approval by the Board.

### **Rights of Complaining Witness**

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

## **Written Notice of the Expulsion Hearing**

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

*Legal counsel* means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

*Nonattorney* advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

## **Additional Notice of Expulsion Hearing for Foster Youth**

At least 10 days prior to a hearing to determine if a student who is a foster youth as defined under Education Code 48853.5 should be expelled for an offense not requiring a mandatory recommendation for expulsion, the Superintendent or designee shall notify the student's attorney and a representative of an appropriate county child welfare agency. If the hearing is pursuant to an offense requiring a mandatory expulsion recommendation, the Superintendent or designee may provide the same notification. The notice shall be provided by the most cost-effective

method possible, including by email or a telephone call. (Education Code 48918.1)

### **Conduct of Expulsion Hearing**

1. **Closed Session:** Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by

testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
  - a. Any complaining witness shall be given five days' notice before being called to testify.
  - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
  - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
  - d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
  - e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
  - f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or



other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
- (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
- (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
- (3) The person conducting the hearing may:
  - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
  - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
  - (c) Permit one of the support persons to accompany the complaining witness to the witness stand
- 6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

#### **Alternative Expulsion Hearing: Hearing Officer or Administrative Panel**

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing" including the requirement to issue its decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not

recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be

based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (Education Code 48917, 48918)

### **Final Action by the Board**

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for an act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission

2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

### **Written Notice to Expel**

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

### **Decision Not to Enforce Expulsion Order**

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation

program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)

2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the time of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

### **Right to Appeal**

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

### **Notification to Law Enforcement Authorities**

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students or nonstudents regarding the possession, sale, or furnishment of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

### **Post-Expulsion Placements**

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available, and when the County Superintendent so certifies, students expelled for acts described in items #6-13 and #20-22 under "Grounds for Suspension and Expulsion" above may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

### **Readmission After Expulsion**

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Regulation     MADERA UNIFIED SCHOOL DISTRICT  
approved: December 13, 2011     Madera, California  
revised:     October 23, 2012  
revised:     March 12, 2013  
Revised:     September 23, 2014

# Madera USD

## Exhibit

### Parental Notifications

E 5145.6

### Students

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b>I. Annually</b>			
Beginning of each school year	17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
By February 1	35256	BP 0510	School Accountability Report Card provided
Beginning of each school year	35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year	46010.1	BP 5113	Absence for confidential medical services
Beginning of each school year	48980	BP 6111	Schedule of minimum days
Beginning of each school year	48980, 231.5; 5 CCR 4917	AR 5145.7	Sexual harassment policy as related to students
Beginning of each school year	48980, 32255- 32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	48980, 35160.5, 46600-46611, 48204	AR 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency
Beginning of each school year, if Board allows such absence	48980, 46014	BP 5113 AR 5113	Absence for religious exercises or purposes
Beginning of each school year	48980, 48205	BP 5113 AR 5113 AR 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed
Beginning of each school year	48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	48980, 49403	BP 5141.31	Consent to school immunization program



**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. Annually</b> (continued)			
Beginning of each school year	48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	48980, 49472	BP 5143	Availability of insurance
Beginning of each school year	49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies
Beginning of each school year	49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability
Beginning of each school year	49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year	49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Free and reduced price meals
Beginning of each school year	56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. Annually</b> (continued)			
Annually	5 CCR 852	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year	20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities
Beginning of each school year, if district receives Title I funds	20 USC 6311; 34 CFR 200.61	AR 4112.24 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year, if any district school has been identified for program improvement or corrective action	20 USC 6316	AR 0520.2	Availability of supplemental educational services, identity of providers, description of services, qualifications, effectiveness of providers
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
<b>II. At Specific Times During the Student's Academic Career</b>			
Beginning in grade 7, at least once prior to course selection and career counseling	221.5, 48980	BP 6164.2	Course selection and career counseling
When child first enrolls in a public school, if the school offers a fingerprinting program	32390, 48980	AR 5142.1	Fingerprinting program
Upon registration in K-6, if students have not previously been transported	39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. At Specific Times During the Student's Academic Career</b> (continued)			
Beginning of each school year for high school students, if high school is open campus	44808.5, 48980	AR 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	48980, 51225.3	AR 6146.1	How each high school graduation requirement does or does not satisfy college entrance a-g course criteria; list of district CTE courses that satisfy a-g course criteria
Beginning of each school year in grades 9-12 and when high school student transfers into the district	48980, 60850	AR 6162.52	Requirement to pass the high school exit exam including: date of exam, requirements for passing, consequences of not passing, and that passing is a condition of graduation
When students entering grade 7	49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights
Beginning of each school year for students in grades 9-12	51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12	51938, 48980	AR 6142.1	Explanation of sex and HIV/ AIDS instruction; right to view A/V materials, who's teaching, request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, 20 days of start of next school year	60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. At Specific Times During the Student's Academic Career</b> (continued)			
When child is enrolled in kindergarten	Health and Safety Code 124100	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412
To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Notice that parents may request district to not release name, address, phone number of child to military recruiters without prior written consent
<b>III. When Special Circumstances Occur</b>			
Upon receipt of a complaint alleging discrimination	262.3	AR 1312.3	Civil law remedies available to complainants
When student has been placed in structured English immersion program	310-311; 5 CCR 11309	AR 6174	Student's placement in program, opportunity to apply for parental exception waiver, other rights of student relative to such placements
When determining whether an English learner should be reclassified as fluent English proficient	313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title III funds, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	440; 20 USC 7012	AR 6174	Reason for classification, level of English proficiency, description of program(s), option to decline program or choose alternate, exit requirements of program
Before high school student attends specialized secondary program on a university campus	17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	17612	AR 3514.2	Intended use of pesticide product

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
To members of athletic teams	32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options
If school has lost its WASC accreditation status	35178.4	BP 6190	Loss of status, potential consequences
At least six months before implementing uniform policy	35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	37616	BP 6117	Year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified a truant	48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference
When a truant is referred to a SARB or probation department	48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When a school is identified on the state's Open Enrollment List	48354; 5 CCR 4702	AR 5118	Student's option to transfer to another school

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
Within 60 days of receiving application for transfer out of open enrollment school	48357; 5 CCR 4702	AR 5118	Whether student's transfer application is accepted or rejected; reasons for rejection
When student requests to voluntarily transfer to continuation school	48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
When student is removed from class and teacher requires parental attendance at school	48900.1	BP 5144.1 AR 5144.1	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	48906	BP 5145.11	Release of student to peace officer
At time of suspension	48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
Before holding a closed session re: suspension	48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	48916	AR 5144.1	Reasons for denial; determination of assigned program

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
When expulsion occurs	48916	AR 5144.1	Readmission procedures
10 calendar days before expulsion hearing	48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
One month before the scheduled minimum day	48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents request guidelines for filing complaint of child abuse at a school site	48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	49068	AR 5125	Right to receive copy of student's record and to challenge its content
Within 24 hours of release of information to a judge or probation officer	49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	49456	AR 5141.3	Vision or hearing test
Annually to parents/guardians of student athletes before their first practice or competition	49475	AR 6145.2	Information on concussions and head injuries



**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
Before any test questioning personal beliefs	51513	AR 5022	Permission for test, survey questioning personal beliefs
Within 14 days of instruction if arrangement made for guest speaker after beginning of school year	51938	AR 6142.1	Instruction in HIV/AIDS or sexual health education by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent right to enter facility
When district receives Tobacco-Use Prevention Education Funds	Health and Safety 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: unexcused absences

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I funds, when child has been taught for four or more consecutive weeks by a teacher who is not "highly qualified"	20 USC 6311	AR 4112.24	Timely notice to parent of child's assignment
When school identified for program improvement or corrective action, within 30 days of failure to make annual yearly progress, to parents of English learners	20 USC 6312	AR 0520.2	Notice of failure to make adequate yearly progress
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program
When school identified for program improvement or corrective action	20 USC 6316	AR 0520.2 AR 5116.1	Explanation of identification, reasons, how problem will be addressed, how parents can become involved, transfer option, availability of supplemental services
When district identified for program improvement	20 USC 6316	AR 0520.3	Explanation of status, reasons for identification, how parents can participate in upgrading district
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
For districts receiving Title III funds, within 30 days of the release of state Title III accountability report	20 USC 7012	AR 6174	Notification of any failure to make progress on state's annual measurable achievement objectives for English learners

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Notice of need to submit verification information; any subsequent change in benefits; right to appeal
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
<b>IV. Special Education Notices</b>			
Before functional behavioral assessment begins	56321	AR 6159.4	Notification and consent
Prior to conducting initial evaluation	56301, 56321, 56321.5, 56321.6, 56329; 34 CFR 300.502	AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice
24 hours before IEP when district intending to record	56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent to attend IEP meeting	56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who in attendance, participation of others with special knowledge, transition statements if appropriate
When parent orally requests review of IEP	56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>IV. Special Education Notices</b> (continued)			
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
Initial referral for evaluation	20 USC 1415(d); 34 CFR 300.503	AR 6159.1	Prior written notice and procedural safeguards notice
Registration of complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
Disciplinary action taken for dangerous behavior	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Suspension or change of placement for more than 10 days	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
<b>V. Classroom Notices</b>			
In each classroom in each school	35186	AR 1312.4 E 1312.4	Complaints re: sufficiency of instructional materials, teacher vacancy or misassignment, maintenance of facilities

Exhibit: MADERA UNIFIED SCHOOL DISTRICT  
 adopted: December 13, 2011 Madera, California  
 revised: August 28, 2012  
 revised: September 24, 2013

# Madera USD

## Board Policy

### Advanced Placement Instruction

BP 6141.5

To encourage students to challenge themselves academically, develop college-level skills, and be more competitive when applying for admission to postsecondary institutions, the Governing Board shall offer opportunities to high school students to take Advanced Placement (AP) courses and pass AP examinations.

(cf. 0200 - Goals for the School District)  
(cf. 6172 - Gifted and Talented Student Program)  
(cf. 6172.1 - Concurrent Enrollment in College Classes)

The Board desires to provide at least four AP courses at each high school. The Superintendent or designee shall recommend subject areas for AP courses at each school based on student interest and the availability of qualified certificated staff, instructional materials, and other resources. The Superintendent or designee shall also explore alternative methods of delivering AP courses, such as online courses or distance learning.

The Superintendent or designee shall ensure that the district's educational program provides opportunities for students to acquire the skills necessary to successfully undertake AP coursework. The Superintendent or designee may consult and collaborate with feeder schools to ensure that students are offered the opportunity to take coursework that will prepare them for AP courses.

(cf. 6141 - Curriculum Development and Evaluation)  
(cf. 6143 - Courses of Study)  
(cf. 6146.11 - Alternative Credits Toward Graduation)

All students who meet course prerequisites shall have equal access to AP courses.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Grades for AP courses shall be assigned in accordance with Board policy and administrative regulation.

(cf. 5121 - Grades/Evaluation of Student Achievement)

The Superintendent or designee shall make efforts to encourage students to participate in AP courses and to take end-of-course AP exams by creating support

systems for AP students, such as resource centers and programs to recognize student accomplishments. In addition, the Superintendent or designee shall explore partnerships with colleges and universities to help encourage students to pursue postsecondary education.

(cf. 5126 - Awards for Achievement)  
(cf. 6164.2 - Guidance/Counseling Services)

To increase the capacity of district schools to offer AP courses, the Superintendent or designee shall provide staff development and support to teachers of such courses. This professional development may include, but is not limited to, opportunities for teachers to obtain information on the curriculum of specific courses, instructional methods, and data-driven decision making; mentoring for prospective teachers of AP courses; and opportunities for staff within the district to share course syllabi and practices.

(cf. 4111 - Recruitment and Selection)  
(cf. 4113 - Assignment)  
(cf. 4131 - Staff Development)

The Board desires that every district AP course receive authorization to use the AP designation by the College Board. To that end, the Superintendent or designee shall coordinate the process for submitting courses for approval as part of the College Board AP course audit.

#### Examination Fee

To the extent feasible, the district shall reduce the cost of AP examination fees for eligible low-income students. At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the availability of funds for this purpose and shall provide information on how income-eligible students may apply for funding.

(cf. 3100 - Budget)

Legal Reference:  
EDUCATION CODE  
52240-52244 552243 Advanced Placement program  
CODE OF REGULATIONS, TITLE 5

3840 Advanced Placement as program option for gifted and talented students  
UNITED STATES CODE, TITLE 20  
6534 Advanced Placement exam fee program

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Advancement Via Individual Determination: <http://www.avid.org>

California Colleges.edu: <http://californiacolleges.edu>

California Department of Education: <http://www.cde.ca.gov>

International Baccalaureate: <http://www.ibo.org>

College Board: <http://www.collegeboard.org/ap>

U.S. Department of Education: <http://www.ed.gov>

Policy      MADERA UNIFIED SCHOOL DISTRICT  
adopted: September 23, 2014 Madera, California



# Madera USD

## Board Policy

### Mathematics Instruction Instruction

BP 6142.92

The Governing Board desires to offer a rigorous mathematics program that progressively develops the knowledge and skills students will need to succeed in college and career. The district's mathematics program shall be designed to teach mathematical concepts in the context of real-world situations and to help students gain a strong conceptual understanding, a high degree of procedural skill and fluency, and ability to apply mathematics to solve problems.

(cf. 6143 – Course of Study)

(cf. 6146.1 – High School Graduation Requirements)

For each grade level, the Board shall adopt academic standards for mathematics that meet or exceed the Common Core State Standards. The Superintendent or designee shall develop or select curricula that are aligned with these standards and the state curriculum framework.

(cf. 6011 – Academic Standards)

(cf. 6141 – Curriculum Development and Evaluation)

The district's mathematics program shall address the following standards for mathematical practices which are the basis for mathematics instruction and learning:

1. Overarching habits of mind of a productive mathematical thinker: Making sense of problems and persevering in solving them; attending to precision
2. Reasoning and explaining: Reasoning abstractly and quantitatively; constructing viable arguments and critiquing the reasoning of others.
3. Modeling and using tools: Modeling with mathematics; using appropriate tools strategically
4. Seeing structure and generalizing: Looking for and making use of structure; looking for and expressing regularity in repeated reasoning

In addition, the program shall be aligned with grade-level standards for mathematics content.

For grades K-8, content shall address, at appropriate grade levels, counting and

cardinality, operations and algebraic thinking, number and operations in base ten, fractions, measurement and data, geometry, ratios, and proportional relationships, functions, expression and equations, the number system, and statistics and probability. Students shall learn the concepts and skills that prepare them for the rigor of higher mathematics.

For higher mathematics, the district shall offer a pathway of courses through which students shall be taught concepts that address number and quantity, algebra, functions, modeling, geometry, and statistics and probability.

The Superintendent or designee shall ensure that certificated staff have opportunities to participate in professional development activities designed to increase their knowledge and skills in effective mathematics teaching practices.

(cf. 4131 - Staff Development)  
(cf. 4331 – Staff Development)

The Superintendent or designee shall ensure that students have access to sufficient instructional materials, including manipulatives and technology, to support a balanced, standards-aligned mathematics program.

(cf. 0440 - District Technology Plan)  
(cf. 1312.2 – Complaints Concerning Instructional Materials)  
(cf. 1312.4 – Williams Uniform Complaint Procedures  
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)  
(cf. 6161.11 - Supplementary Instructional Materials)  
(cf. 6163.1 – Library Media Centers)

The Superintendent or designee shall provide the Board with data from state and district mathematics assessments and program evaluations to enable the Board to monitor program effectiveness.

(cf. 0460 – Local Control and Accountability Plan)  
(cf. 0500 – Accountability)  
(cf. 6162.5 – Student Assessment)  
(cf. 6162.51 – State Academic Achievement Tests)  
(cf. 6162.52 – High School Exit Examination)  
(cf. 6190 – Evaluation of the Instructional Program)

Legal Reference:  
EDUCATION CODE  
51210 Areas of study, grades 1 through 6

51220 Areas of study, grades 7 through 12  
51224.5 Algebra in course of study for grades 7-12  
51225.3 High school graduation requirements  
51284 Financial Literacy  
60605 State-adopted content and performance standards in core curricular areas  
60605.8 Common Core standards

Management Resources:

CSBA PUBLICATIONS

Governing to the Core, Governance Briefs

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve, 2013

California Common Core State Standards: Mathematics, rev. January 2013

COMMON CORE STATE STANDARDS INITIATIVE PUBLICATIONS

Appendix A: Designing High School Mathematics Courses Based on the Common Core State Standards

WEB SITES

CSBA: <http://csba.org>

California Department of Education: <http://www.cde.ca.gov>

Common Core State Standards Initiative: <http://www.corestandards.org/math>

Policy MADERA UNIFIED SCHOOL DISTRICT

adopted: September 23, 2014     Madera, California

# Madera USD

## Board Policy

### Student Assessment Instruction

BP 6162.5

The Governing Board recognizes that student assessments are an important instructional and accountability tool. Assessment data shall be used to help determine individual students' progress, mastery of academic standards, appropriate placement in district programs, and/or eligibility for graduation. In addition, summary data on student assessment results shall be used by the district to identify and review student achievement goals in the district's local control and accountability plan, evaluate district educational programs in order to identify needed improvements, and, as appropriate, evaluate staff performance.

(cf. 0460 – Local Control and Accountability Plan)  
(cf. 0500 - Accountability)  
(cf. 2140 – Evaluation of the Superintendent)  
(cf. 4115 - Evaluation/Supervision)  
(cf. 4315 – Evaluation/Supervision)  
(cf. 5121 – Grades/Evaluation of Student Achievement)  
(cf. 5123 - Promotion/Acceleration/Retention)  
(cf. 6011 - Academic Standards)  
(cf. 6142.7 – Physical Education and Activity)  
(cf. 6162.51 – State Academic Achievement Tests)  
(cf. 6162.52 – High School Exit Examination)  
(cf. 6190 - Evaluation of the Instructional Program)

To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments. As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, and/or school site to allow for critical analysis of student needs.

(cf. 3553 – Free and Reduced Price Meals)

In selecting or developing any district assessment, the Superintendent or designee shall examine evidence of its reliability, its validity for the intended purpose and for various student populations, and the extent to which it aligns with the material that is being taught.

The Superintendent or designee shall ensure that assessments are administered in accordance with law and the test publisher's directions and that test administration procedures are fair and equitable for all students.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 6162.54 - Test Integrity/Test Preparation)

The Superintendent or designee shall provide professional development as needed to assist administrators and teachers in interpreting and using assessment data to improve student performance and the instructional program.

(cf. 4131 - Staff Development)

(cf. 4331 – Staff Development)

When districtwide and school-level results of student assessments are published by the state, the Superintendent or designee may provide supplementary information to assist parents/guardians and the community in understanding test results.

(cf. 0510 - School Accountability Report Card)

#### Individual Record of Accomplishment

The Superintendent or designee shall ensure that each student, by the end of grade 12, has an individual record of accomplishment that includes the following: (Education Code 60607)

1. The results of the state achievement tests administered pursuant to Education Code 60640-60649 or any predecessor assessments.
2. The results of any end-of-course examinations taken
3. The results of any vocational education certification examinations taken

(cf. 6178 - Career Technical Education)

No individual record of accomplishment shall be released to any person, other than the student's parent/guardian or a teacher, counselor, or administrator directly involved with the student, without the written consent of the student's parent/guardian, or the student if he/she is an adult or emancipated minor. The student or his/her parent/guardian may authorize the release of the record of accomplishment to a postsecondary educational institution for the purposes of credit, placement, or admission. (Education Code 60607)

(cf. 5125 - Student Records)

#### Legal Reference:

##### EDUCATION CODE

313 Assessment of English language development

10600-10610 California Education Information System

44660-44665 Evaluation and assessment of performance of certificated employees (Stull Act)  
49558 Free and reduced priced meals, use of individual applications and records  
51041 Evaluation of educational program  
51450-51455 Golden State Seal Merit Diploma  
52052 Academic Performance Index; numerically significant student subgroups  
52060-52077 Local control and accountability plan  
60600-60649 Assessment of academic achievement, especially:  
60640-60649 California Assessment of Student Performance and Progress  
60800 Physical fitness testing  
60810-60812 Assessment of English language development  
60850-60859 High school exit examination  
60900 California Longitudinal Pupil Achievement Data System  
CODE OF REGULATIONS, TITLE 5  
850-864 California Assessment of Student Performance and Progress  
1200-1225 High School Exit Examination  
UNITED STATES CODE, TITLE 20  
9622 National Assessment of Educational Progress

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Key Elements of Testing, 2004

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Teachers' Use of Student Data Systems to Improve Instruction, 2007

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Testing and Accountability <http://www.cde.ca.gov/ta>

U.S. Department of Education: <http://www.ed.gov>

Policy MADERA UNIFIED SCHOOL DISTRICT

adopted: September 23, 2014 Madera, California

# Madera USD

## Board Policy

### Test Integrity/Test Preparation Instruction

BP 6162.54

The Governing Board desires to protect the integrity of student assessments in order to obtain accurate and reliable student achievement data and to ensure accountability to the community and state. Students and staff shall maintain a high level of integrity in the completion and handling of student assessments.

(cf. 0500 - Accountability)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 5131 - Conduct)

(cf. 5131.9 - Academic Honesty)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 – State Academic Achievement Tests)

(cf. 6162.52 - High School Exit Examination)

In administering standardized tests, staff shall not engage in any acts that could result in the invalidation of test results, such as:

1. Providing inappropriate test preparation
2. Modifying test administration procedures, except as allowed by law
3. Providing inappropriate assistance to students during test administration
4. Changing or filling in answers on student answer sheets
5. Providing inaccurate data on student header sheets
6. Discouraging or excluding certain students from taking the test
7. Engaging in any other practice to artificially raise student scores without actually improving underlying student achievement

#### Appropriate Test Preparation

The Superintendent or designee, principals, and teachers shall not implement any program for the sole purpose of test preparation of students for the statewide assessment system or a particular test used in the statewide assessment system. (Education Code 60611)

The primary preparation for assessments shall be high-quality instruction in the content specified in state and district academic standards. In addition, staff may prepare



students for assessments by teaching general test-taking strategies and familiarizing them with item types or the computer-based testing environment used in state assessments.

(cf. 6011 Academic Standards)

#### Investigation and Consequences of Testing Irregularities

Reports of cheating on assessments shall be submitted to the Superintendent or designee. The Superintendent or designee shall immediately investigate with due diligence any reports of inappropriate test preparation or other testing irregularities.

Students found to have cheated on assessments shall be subject to disciplinary procedures in accordance with Board policy and administrative regulations.

(cf. 5144 - Discipline)

A staff member found to have committed testing irregularities shall be subject to discipline in accordance with law, applicable collective bargaining agreements, Board policy, and administrative regulations.

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

If the Superintendent or designee is made aware of a testing irregularity on state assessments, he/she shall report the irregularity to the California Department of Education.

Legal Reference:

EDUCATION CODE

60600-60649 California Assessment of Academic Achievement, especially:

60611 Inappropriate test preparation

60850-60859 California High School Exit Examination  
GOVERNMENT CODE  
54957 Complaints against employees, closed session  
CODE OF REGULATIONS, TITLE 5  
850-864 California Assessment of Student Performance and Progress  
1200-1225 California High School Exit Examination, especially:  
1220 Cheating on the high school exit examination

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Guidelines on Academic Preparation for State Assessments, ~~April 2004~~ December 2009

WEB SITES:

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Smarter Balanced Assessment Consortium: <http://www.smarterbalanced.org>

Policy MADERA UNIFIED SCHOOL DISTRICT

adopted: September 23, 2014 Madera, California

# Madera USD

## Board Policy

### Library Media Centers Instruction

BP 6163.1

The Governing Board recognizes that school libraries support the educational program by providing access to a variety of informational and supplemental resources that can help raise the academic achievement of all students. To the extent funding is available, the Board desires that school libraries be stocked with up-to-date books, reference materials, and electronic resources that promote literacy, support academic standards, and prepare students to become lifelong learners.

(cf. 0440 - District Technology Plan)  
(cf. 1330.1 – Joint Use Agreements)  
(cf. 6011 - Academic Standards)  
(cf. 6163.4 - Student Use of Technology)  
(cf. 7110 - Facilities Master Plan)

The Superintendent or designee may, in consultation with teacher librarians, classroom teachers, administrators, parents/guardians, and students as appropriate, develop and regularly update a plan for school libraries that describes the district's goals for school libraries and how funds will be distributed to school sites to support libraries. As appropriate, the plan may also address staffing, facilities, selection and evaluation of materials, the development and maintenance of classroom libraries, prevention of loss or damage of library materials, prioritization of needs, and other related matters. The Superintendent or designee shall ensure that the library plan is aligned with the district's local control and accountability plan and other district and school plans.

(cf. 0200 – Goals for the School District)  
(cf. 0400 – Comprehensive Plans)  
(cf. 0420 – School Plans/Site Councils)  
(cf. 0460 – Local Control and Accountability Plan)  
(cf. 5125.2 – Withholding Grades, Diploma, or Transcripts)  
(cf. 6161.2 – Damaged or Lost Instructional Materials)

### Staffing

To staff secondary school libraries, the district may employ one or more teacher librarians who possess appropriate credentials issued by the Commission on Teacher Credentialing, (Education Code 18120, 44868, 5 CCR 80024.6, 80053)

(cf. 4112.2 – Certification)  
(cf. 4113 – Assignment)

The Superintendent or designee may assign teacher librarians to perform the following duties in accordance with the authorizations of their credential:  
(5 CCR 80053, 80053.1)

1. Instruct students in accessing, evaluating, using, and integrating information and resources in the library program and/or provide departmentalized instruction in information literacy, digital literacy, and digital citizenship.
2. Plan and coordinate school library programs with the district's instructional programs through collaboration with teachers
3. Select materials for school and district libraries
4. Develop and deliver staff development programs for school library services
5. Coordinate or supervise library programs at the school or district level
6. Plan and conduct a course of instruction for students who assist in the operation of school libraries
7. Supervise classified personnel assigned school library duties
8. Develop procedures for and management of the school and district libraries

The Board also may appoint classified paraprofessionals to serve as library aides or library media technicians. Volunteers may assist with school library services in accordance with law, Board policy, and administrative regulation.

(cf. 1240 – Volunteer Assistance)  
(cf. 4222 – Teacher Aides/Paraprofessionals)

#### Hours of Operation

School libraries shall be open for use by students and teachers during the school day.  
(Education Code 18103)

With the approval of the Board, a school library may be open at other hours outside the school day, including evenings and Saturdays. Any library open to serve students during evening and Saturday hours shall be under the supervision of a certificated employee who consents to the assignment. (Education Code 18103)

#### Selection and Evaluation of School Library Materials

Library materials shall include print and electronic resources that align with the curriculum

and are accessible to students with varying cognitive or language needs.

Library materials shall be evaluated and selected through a process that invites recommendations from administrators, teachers, other staff, parents/guardians, and students as appropriate.

(cf. 6144 - Controversial Issues)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

Library materials shall be continually evaluated in relation to evolving curricula, new formats of materials, new instructional methods, and the needs of students and teachers. Materials that contain outdated subject matter or are no longer appropriate shall be removed.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

All gifts and donations of school library materials shall be subject to the same criteria as materials selected for purchase by the district.

(cf. 1260 - Educational Foundation)

(cf. 3290 - Gifts, Grants and Bequests)

Complaints regarding the appropriateness of library materials shall be addressed using the district's procedures for complaints regarding instructional materials.

(cf. 1312.2 - Complaints Concerning Instructional Materials)

## Fees

Students shall be allowed to borrow school library materials at no charge for use in the library and classrooms as well as out of school. (5 CCR 16042)

(cf. 3260 - Fees and Charges)

To encourage students to return materials in a timely manner, a nominal fee shall be charged for the late return of materials. (5 CCR 16042)

## Library Instruction

Teacher librarians and/or classroom teachers shall provide library instruction to develop students' information literacy skills. Such instruction shall be aligned with state academic standards for library instruction and shall prepare students to:

1. Access information by applying knowledge of the organization of libraries, print materials, digital media, and other sources
2. Evaluate and analyze information to determine appropriateness in addressing the scope of inquiry
3. Organize, synthesize, create, and communicate information
4. Integrate information literacy skills into all areas of learning and pursue information independently to become life-long learners.

Teacher librarians also may provide support to teachers, administrators, and other staff by identifying instructional materials that will aid in the development of curriculum and instructional activities and by providing information about effective and ethical uses of school library services and equipment.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6141 - Curriculum Development and Evaluation)

#### Program Evaluation

The district shall, on or before August 31 each year, report to the California Department of Education on the condition of its school libraries for the preceding year ending June 30. (Education Code 18122)

#### Legal Reference:

##### EDUCATION CODE

1703 Coordination of district library services by county superintendent

1770-1775 Provision of library services by county superintendent

18100-18203 School libraries

18300-18571 Union high school district/unified school district library district

19335-19336 Reading Initiative Program; recommended books

35021 Volunteer aides  
44868-44869 Qualifications and employment of library media teachers  
45340-45349 Instructional aides

#### CODE OF REGULATIONS, TITLE 5

16040-16043 School libraries  
80023-80023.2 Emergency permits, general requirements  
80024.6 Emergency teacher librarian services permit  
80026-80026.6 Emergency permits  
80053-80053.1 Teacher librarian services credential

#### Management Resources:

##### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*"Examples of Model School Library Standards for California Public Schools Supporting Common Core State Standards (CCSS) for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects", rev. February 2012*

*"Model School Library Standards for California Public Schools: Kindergarten Through Grade Twelve", 2010 (includes standards for student instruction as well as program standards)*

*"Looking at the School Library: An Evaluation Tool", 2003*

*"Recommended Literature: Kindergarten Through Grade Twelve"*

##### CALIFORNIA SCHOOL LIBRARY ASSOCIATION PUBLICATIONS

*"Standards and Guidelines for Strong School Libraries", 2004*

##### WEB SITES

American Association of School Libraries: <http://www.ala.org/aasl>

California Department of Education, School Libraries: <http://www.cde.ca.gov/ci/cr/lb>

California School Library Association: <http://www.csla.net>

Policy: MADERA UNIFIED SCHOOL DISTRICT  
adopted: September 23, 2014 Madera, California



# **Madera USD**

## **Board Policy**

### **Continuation Education**

BP 6184

#### **Instruction**

The Governing Board shall provide a continuation education program as an option for at-risk students who may need a flexible educational environment. The continuation education program shall be designed to meet the educational needs of each student, provide an opportunity for participating students to complete the required course of instruction necessary to graduate from high school, emphasize occupational orientation or a work study schedule, and offer intensive guidance services.

(cf. 6146.1 - High School Graduation Requirements)  
(cf. 6146.11 - Alternative Credits Toward Graduation)  
(cf. 6164.2 - Guidance/Counseling Services)  
(cf. 6178 - Career Technical Education)  
(cf. 6178.1 - Work-Based Learning)

The continuation education program shall be aligned with the goals identified in the district's local control and accountability plan, designed and implemented in collaboration with other high schools within the district, and coordinated with other educational options available to district students.

(cf. 0420.4 - Charter School Authorization)  
(cf. 0460 - Local Control and Accountability Plan)  
(cf. 6158 - Independent Study)  
(cf. 6172 - Gifted and Talented Student Program)  
(cf. 6181 - Alternative Schools/Programs of Choice)  
(cf. 6183 - Home and Hospital Instruction)  
(cf. 6185 - Community Day School)  
(cf. 6200 - Adult Education)

The Superintendent or designee shall appoint a director of continuation education who shall be responsible for the organization and administration of the district's continuation education program and guidance, placement, and follow-up services for participating students. (5 CCR 11000, 11003)

The continuation high school shall be conducted for not less than 175 days during a school year. The Board may maintain continuation classes during the district's regular school hours, during special school hours for these classes established by the Board, or during such hours and for such length of time during the day or evening that adult education classes are maintained. (Education Code 48434; 5 CCR 11004)

(cf. 6111 - School Calendar)  
(cf. 6112 - School Day)

Students eligible for continuation education classes shall be age 16 or 17 years at the time of their enrollment and shall not have graduated from high school. (Education Code 48400, 48413)

A student may be involuntarily transferred into a continuation education program in accordance with law and administrative regulation. (Education Code 48432.5)

With the consent of the Superintendent or designee, a student may voluntarily enroll in continuation classes in order to receive special attention such as individualized instruction. (Education Code 48432, 48432.3, 48432.5)

Priority for voluntary enrollment in continuation classes shall be given to students who need credit recovery in order to graduate with their peers and to students who, due to employment, pregnancy, parenting responsibilities, or other circumstances, are unable to attend a comprehensive high school. A student with a disability shall be admitted only if his/her individualized education program specifically states that a continuation high school setting meets his/her needs.

(cf. 5146 - Married/Pregnant/Parenting Students)  
(cf. 5147 - Dropout Prevention)  
(cf. 5149 - At-Risk Students)  
(cf. 6159 - Individualized Education Program)

Enrollment criteria shall be applied consistently throughout the district. (Education Code 48432.3)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Students may be enrolled in a regional occupational center or program within the county in lieu of, or in combination with, continuation education. (Education Code 48432)

(cf. 6178.2 - Regional Occupational Center/Program)

Students otherwise subject to compulsory attendance in continuation education classes may be exempted if they meet any of the conditions specified in Education Code 48410 and AR 5112.1 - Exemptions from Attendance.

(cf. 5112.1 - Exemptions from Attendance)

The Superintendent or designee shall regularly evaluate the effectiveness of district continuation education programs and report these evaluation results to the Board. Indicators may include, but not be limited to, disaggregated data on student enrollment, student assessment results, and graduation rates.

(cf. 0500 - Accountability)  
(cf. 6162.5 - Student Assessment)  
(cf. 6162.51 - State Academic Achievement Tests)  
(cf. 6162.52 - High School Exit Examination)  
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

48400-48454 Compulsory continuation education in general, especially:

48401 Weekly minimum attendance requirement

48402 Minors not regularly employed

48410-48416 Compulsory continuation education

48430-48438 Continuation classes

48450-48454 Violation

48900 Grounds for suspension and expulsion

48900.5 Student Discipline

48903 Limitations on days of suspension

51224 Courses of study

60850-60856 High school exit examination

FAMILY CODE

7000-7002 Emancipation of minors law

7050 Purposes for which emancipated minor considered an adult

CODE OF REGULATIONS, TITLE 5

11000-11010 Continuation education

COURT DECISIONS

Nathan G. v. Clovis Unified School District (2014) Cal.App.5th (No. F065485)

Management Resources:

~~WEB SITES~~

~~CDE: [www.cde.ca.gov](http://www.cde.ca.gov)~~

JOHN W. GARDNER CENTER FOR YOUTH AND THEIR COMMUNITIES

PUBLICATIONS

Raising the Bar, Building Capacity: Driving Improvement in California's Continuation High Schools, May 2012

Intake Processes at Continuation High Schools: Shaping School Climate Through Selection and Enrollment Strategies, February 2011

WEB SITES

California Continuation Education Association: <http://www.cceanet.org>

California Department of Education: <http://www.cde.ca.gov>

John W. Gardner Center for Youth and Their Communities, Stanford School of Education:  
<http://jgc.stanford.edu>

Policy MADERA UNIFIED SCHOOL DISTRICT  
adopted: December 13, 2011 Madera, California  
Revised: September 23, 2014

# **Madera USD**

## **Administrative Regulation**

### **Continuation Education**

AR 6184  
**Instruction**

#### **Program Components**

The district's continuation education program shall include the following components:

1. Curriculum that prepares students to meet the course requirements for graduation prescribed in Education Code 51224-51225.3 (5 CCR 11004)  
(cf. 6011 - Academic Standards)  
(cf. 6143 - Courses of Study)  
(cf. 6146.1 - High School Graduation Requirements)  
(cf. 6162.5 - Student Assessment)  
(cf. 6162.51 - State Academic Achievement Tests)  
(cf. 6162.52 - High School Exit Examination)  
(cf. 6178 - Career Technical Education)
2. A plan to coordinate instruction and training in the continuation education program with students' parents/guardians, employment, and other agencies (5 CCR 11003)
3. Instruction based on individual student needs as determined by counseling and coordination services (5 CCR 11002)
4. Personal guidance in matters affecting students' personal, social, and educational adjustment (5 CCR 11001)  
  
(cf. 6164.2 - Guidance/Counseling Services)
5. Occupational guidance to prepare students for future employment opportunities (5 CCR 11001)
6. Placement in suitable employment whenever students can benefit from such employment, and follow-up visitations at places of employment to determine the effectiveness of the guidance and placement services (5 CCR 11001)  
  
(cf. 5113.2 - Work Permits)  
(cf. 6178.1 - Work-Based Learning)
7. Regular home contacts and parent conferences when students are not succeeding in the continuation program (5 CCR 11001)

(cf. 6020 - Parent Involvement)

8. Regular contacts with students enrolled for only four hours per week and all students suspended from continuation education, with the intent of eventually returning them to the full-time continuation education program (5 CCR 11001)
9. Regular communication with all parents/guardians regarding their child's progress in the educational program

(cf. 5121 - Grades/Evaluation of Student Achievement)

10. Opportunities for parent/guardian and community involvement in school activities and program planning

(cf. 1240 - Volunteer Assistance)

11. Student support services that may include, but are not limited to, academic support services, health services or referrals, child care and development services for the children of enrolled students, and/or prevention and intervention services for alcohol or substance abuse

(cf. 1020 - Youth Services)

(cf. 5030 - Student Wellness)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.6 - School Health Services)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 5147 - Dropout Prevention)

(cf. 5148 - Child Care and Development)

(cf. 5149 - At-Risk Students)

(cf. 6164.5 - Student Success Teams)

(cf. 6179 - Supplemental Instruction)

12. Professional development that includes opportunities for teachers to continually improve their instructional and classroom management skills

(cf. 4131 - Staff Development)

13. Efforts to ensure school safety and promote a positive school climate

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 3515.3 - District Police/Security Department)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5131.4 - Student Disturbances)

(cf. 5131.7 - Weapons and Dangerous Instruments)  
(cf. 5136 - Gangs)  
(cf. 5137 - Positive School Climate)  
(cf. 5138 - Conflict Resolution/Peer Mediation)

### **Involuntary Transfer**

A decision to transfer a student involuntarily into continuation education classes shall be based on a finding that the student meets either of the following conditions: (Education Code 48432.5)

1. The student committed an act enumerated in Education Code 48900.

(cf. 5144 - Discipline)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)  
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))  
(cf. 6185 - Community Day School)

2. The student has been habitually truant or irregular in legally required school attendance.

(cf. 5113 - Absences and Excuses)  
(cf. 5113.1 – Chronic Absence and Truancy)

Involuntary transfer to a continuation school shall be made only when other means fail to bring about student improvement. However, a student may be involuntarily transferred the first time he/she commits an act enumerated in Education Code 48900 if the principal determines that the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48432.5)

Prior to an involuntary transfer, the student and parent/guardian shall be given written notice that they may request a meeting with the Superintendent or designee. (Education Code 48432.5)

(cf. 5145.6 - Parental Notifications)

At the meeting, the student or parent/guardian shall be informed of the specific facts and reasons for the proposed transfer. The student or parent/guardian shall have the opportunity to inspect all documents relied upon, question any evidence and witnesses presented, and present evidence on the student's behalf. The student may designate one or more representatives and witnesses to be present with him/her at the meeting. (Education Code 48432.5)

A written decision to transfer, stating the facts and reasons for the decision, shall be sent to the student and parent/guardian. It shall indicate whether the decision is subject to periodic review and the procedure for such review. (Education Code 48432.5)

The persons making the final decision for involuntary transfer shall not be members of the staff of the school in which the student is enrolled at the time. (Education Code 48432.5)

No involuntary transfer to a continuation school shall extend beyond the end of the semester following the semester when the acts leading to the involuntary transfer occurred. (Education Code 48432.5)

### **Voluntary Enrollment**

As space permits, students who meet the eligibility criteria specified in Board policy may voluntarily enroll in a continuation school. A student may be considered for placement in the continuation school whenever his/her parent/guardian submits a written request to the Superintendent or designee or the student is referred by a counselor or school administrator.

Approval of a student's voluntary transfer shall be based on a finding that the placement will promote the educational interests of the student. (Education Code 48432.3)

Voluntary enrollment shall be subject to the following conditions: (Education Code 48432.3, 48432.5)

1. A student's voluntary placement in continuation education shall not be used as an alternative to expulsion unless alternative means of correction have been attempted pursuant to Education Code 48900.5.
2. The district shall strive to ensure that no specific group of students, including a group based on race, ethnicity, language status, or special needs, is disproportionately enrolled in continuation education within the district.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The Superintendent or designee shall annually review disaggregated student enrollment data and report such data to the Governing Board. If it is determined that one or more student groups are enrolled in continuation education at a significantly higher level than their proportional enrollment in the district, the Superintendent or designee shall conduct a review of enrollment criteria and procedures to determine the reason for the disproportionate enrollment.

3. A copy of this administrative regulation and accompanying Board policy shall be provided to a student whose voluntary transfer to a continuation school is under consideration and to his/her parent/guardian.
4. Before a student is transferred and upon request by his/her parent/guardian, the parent/guardian may meet with a counselor, principal, or administrator from both the school that the student is currently attending and the continuation school to determine if transferring is the best option for the student.
5. To the extent possible, voluntary transfer to a continuation school shall occur within the first four weeks of each semester.



6. A student who is voluntarily enrolled in continuation education may return to the regular high school at the beginning of the following school year, or at any other time with the consent of the Superintendent or designee.

### **Intake and Orientation**

Upon voluntary or involuntary transfer to a continuation education program, an intake meeting shall be conducted with each student and his/her parent/guardian. At this meeting, the principal or counselor shall provide information about each course and number of credits that the student needs to complete in order to graduate and shall develop an individualized academic plan for the student. The student, and his/her parent/guardian as appropriate, shall sign a contract indicating their commitment to these objectives.

In addition, at the beginning of each school year, the district coordinator for continuation education, school counselor(s), or other designee(s) shall provide an orientation session for all incoming students and their parents/guardians in order to help them understand the credit recovery process and establish expectations for student conduct and participation. As appropriate, extended orientation sessions may be provided to assist students in developing academic, social, communication, anger management, or other skills necessary to success in school.

### **Minimum Attendance Requirement**

In continuation high schools and classes, a day of attendance shall be at least 180 minutes. (Education Code 46170)

Each student shall attend classes for not less than 15 hours per week. However, if a student gives satisfactory proof of regular employment, he/she may attend classes for not less than four hours per week for the regular school term. These requirements may be met by any combination of attendance in a continuation education class and/or regional occupational center or program. (Education Code 46170, 48402, 48400)

### **Leaves of Absence**

A student enrolled in compulsory continuation education classes may take a leave of absence for up to two semesters for the purpose of supervised travel, study, training, or work in accordance with law, Board policy, and administrative regulation. (Education Code 48416)

(cf. 5112.3 - Student Leave of Absence)

### **Reenrollment**

Any person age 16 or 17 years who terminated his/her enrollment in continuation school after obtaining a certificate of proficiency may reenroll in the district once without prejudice. If the student leaves a second time, the Superintendent or designee may deny reenrollment until the beginning of the next semester. (Education Code 48414)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Regulation     MADERA UNIFIED SCHOOL DISTRICT  
approved: December 13, 2011     Madera, California  
Revised: September 23, 2014



**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Second Reading and Request Approval of revised Board Policies and Administrative Regulations – Human Resources.

**Responsible Staff:** **Edward C. González, Superintendent**  
Kent Albertson, Chief Human Resources Officer

**Agenda Placement:** Old Business

**Background/rationale:**

- Revisions/New Language as recommended by CSBA on the following Board Policies and Administrative Regulations:
  - BP 4112.9 / BP 4212.9 / BP 4312.9
  - AR 4112.9 / AR 4212.9 / AR 4312.9
  - AR 4117.14 / AR 4317.14
  - AR 4117.7

**Financial impact:**

- None

**Superintendent's recommendation:**

- The Superintendent recommends approval of the second reading of the revised Board Policies and Administrative Regulations – Human Resources.

**Supporting documents attached:**

- Revised Board Policies and Administrative Regulations.

## Employee Notifications

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications he/she believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

*(cf. 3580 - District Records)*

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

### *Legal Reference:*

#### EDUCATION CODE

*231.5 Sexual harassment policy*  
*17612 Notification of pesticide use*  
*22455.5 STRS information to potential members*  
*22461 Postretirement compensation limitation*  
*35031 Nonreelection of superintendent, assistant superintendent, or manager of classified services*  
*35171 Notice of regulations pertaining to certificated employee evaluations*  
*37616 Notice of public hearing on year-round schedule*  
*44031 Personnel file contents, inspection*  
*44663-44664 Evaluation of certificated employees*  
*44842 Reemployment notices, certificated employees*  
*44896 Transfer of administrator or supervisor to teaching position*  
*44916 Written statement of employment status*  
*44929.21 Reelection or nonreelection of probationary employee after second year*  
*44934 Notice of disciplinary action for cause*  
*44938 Notice of unprofessional conduct and opportunity to correct*  
*44940.5-44941 Notification of suspension and intent to dismiss*  
*44948.3-44948.5 Dismissal of probationary employees*  
*44949 Cause, notice and right to hearing*  
*44951 Continuation in position unless notified, administrative or supervisory personnel*  
*44954 Nonreelection of temporary employees*  
*44955 Reduction in number of employees*  
*45113 Notification of charges, classified employees*  
*45117 Notice of layoff, classified employees*  
*45169 Employee salary data, classified employees*

## **Employee Notifications**

*45192 Industrial and accident leave*

*45195 Additional leave*

*46162 Notice of public hearing on block schedule*

*49013 Complaints regarding student fees*

*49079 Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion*

### **GOVERNMENT CODE**

*1126 Incompatible activities of employees*

*3100-3109 Oath or affirmation of allegiance*

*8355 Certification of drug-free workplace, including notification*

*12950 Sexual harassment*

*54957 Complaints against employees; right to open session*

*54963 Unauthorized disclosure of confidential information*

### **HEALTH AND SAFETY CODE**

*1797.196 Automated external defibrillators; notification of use and locations*

*104420 Tobacco-free schools*

*120875 Information on AIDS, AIDS-related conditions, and hepatitis B*

*120880 Notification to employees re AIDS, AIDS-related conditions, and hepatitis B*

### **LABOR CODE**

*2800.2 Notification of availability of continuation health coverage*

*3550-3553 Notifications re: workers' compensation benefits*

*5401 Workers' compensation; claim form and notice of potential eligibility*

### **PENAL CODE**

*11165.7 Child Abuse and Neglect Reporting Act; notification requirement*

*11166.5 Employment; statement of knowledge of duty to report child abuse or neglect*

### **UNEMPLOYMENT INSURANCE CODE**

*2613 Disability insurance; notice of rights and benefits*

### **CODE OF REGULATIONS, TITLE 2**

*7288.0 Sexual harassment training, provision of district policy*

*11049 Notice of right to request pregnancy disability leave or transfer*

*11096 Notice of right to request family care leave*

### **CODE OF REGULATIONS, TITLE 5**

*4622 Uniform complaint procedures*

*80303 Reports of change in employment status, alleged misconduct*

### **CODE OF REGULATIONS, TITLE 8**

*3204 Employees exposed to bloodborne pathogens, access to exposure and medical records*

*5193 California bloodborne pathogens standard*

### **CODE OF REGULATIONS, TITLE 13**

*1234 Reports regarding school buses and bus drivers*

*2480 Vehicle idling, limitations*

**BP 4112.9(c)**  
**BP 4212.9(c)**  
**BP 4312.9(c)**

## **Employee Notifications**

UNITED STATES CODE, TITLE 20

*6316 School improvement*

UNITED STATES CODE, TITLE 38

*4344 Uniformed Services Employment and Reemployment Rights Act, notice requirement*

UNITED STATES CODE, TITLE 41

*8101-8106 Drug-Free Workplace Act*

CODE OF FEDERAL REGULATIONS, TITLE 29

*825.300 Family and Medical Leave Act; notice requirement*

CODE OF FEDERAL REGULATIONS, TITLE 34

*104.8 Nondiscrimination*

*106.9 Dissemination of policy, nondiscrimination on basis of sex*

CODE OF FEDERAL REGULATIONS, TITLE 40

*763.84 Asbestos inspections, response actions and post-response actions*

*763.93 Asbestos management plans*

CODE OF FEDERAL REGULATIONS, TITLE 49

*382.601 Controlled substance and alcohol use and testing notifications*

*(6/94 2/95) 7/12*

REGULATION: MADERA UNIFIED SCHOOL DISTRICT

Approved: September 23, 2014

**All Personnel****AR4112.9(a)****AR4212.9(a)****EMPLOYEE NOTIFICATIONS****AR4312.9(a)**

<b>When/Whom to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. To All Employees</b>			
At the beginning of school year or upon employment	231.5, Government Code 12950, 2 CCR 11023	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually to all employees	17612	AR 3514.2	Use of pesticide product,  active ingredients, Internet address to access information
To all employees, prior to implementing year-round schedule	37616	AR 6112	Public hearing on year-round program
To all employees, prior to implementing block schedule	46162	AR 6112	Public hearing on block schedule
Annually to all employees	49013; 5 CCR 4622	AR 1312.3 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal
Prior to beginning employment	Government Code 3102	AR 4112.3 4212.3 4312.3	Oath or affirmation of allegiance required of public employees
To all employees	Government Code 8355; 41 USC 8102	BP 4020 BP 4159 4259 4359	District's drug- and alcohol- free workplace; actions to be taken if violated; available employee assistance programs
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus

**All Personnel****AR4112.9(b)****AR4212.9(b)****EMPLOYEE NOTIFICATIONS****AR4312.9(b)**

<b>Education or When/Whom to Notify</b>	<b>Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. To All Employees</b> (continued)			
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus
To all employees, if the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually to all employees	Health and Safety 120875, 120880	AR4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
Upon employment or by end of first pay period	Labor Code 3551	BP 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
To all employees via employee handbook, or to each new employee	2 CCR 11096; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible



**All Personnel****AR4112.9(c)****AR4212.9(c)****AR4312.9(c)****EMPLOYEE NOTIFICATIONS**

<b>Education or When/Whom to Notify</b>	<b>Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. To All Employees</b> (continued)			
To all employees and job applicants	34 CFR 104.8, 106.9	BP 0410 BP 4030	District's policy on nondiscrimination and related complaint procedure
Annually to all employees	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress
<b>II. To Certificated Employees</b>			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation	44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district issues reemployment notices to certificated employees	44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To certificated employees upon employment	44916	AR 4112.1 AR 4121	Employment status and salary

**All Personnel****AR4112.9(d)****AR4212.9(d)****EMPLOYEE NOTIFICATIONS****AR4312.9(d)**

<b>Education or When/Whom to Notify</b>	<b>Board Policy/ Other Legal Code</b>	<b>Administrative Regulation #</b>	<b>Subject</b>
<b>II. To Certificated Employees</b> (continued)			
To probationary employees in district with ADA of 250 or more, by March 15 of employee's second consecutive year of employment	44929.21	AR 4117.6	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause	44934	AR 4117.4 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct	44938	AR 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	44940.5	AR 4118	Notice of intent to dismiss 30 days from notice
To probationary employees 30 days prior to dismissal, or not later than March 15 for second-year probationary employees	44948.3	AR 4117.4	Reasons for dismissal and opportunity to appeal
To probationary employees in districts with less than 250 ADA, before notice of nonreelection but no later than March 15, with final notice by May 15	44948.5	AR 4117.4	Recommendation of nonreelection notice for reason other than personnel reduction; statement of reasons upon request
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
On or before June 30, to temporary employee who served 75 percent of school year but will be released	44954	BP 4121	District's decision not to reelect employee for following school year

**All Personnel****AR4112.9(e)****AR4212.9(e)****AR4312.9(e)****EMPLOYEE NOTIFICATIONS**

<b>Education or When/Whom to Notify</b>	<b>Board Policy/ Other Legal Code</b>	<b>Administrative Regulation #</b>	<b>Subject</b>
<b>II. To Certificated Employees (continued)</b>			
To teacher, when student engages in or is reasonably suspected of specified acts expulsion	49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or
To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending	5 CCR 80303	AR4117.7	Contents of state regulation re: report to Commission on Teacher Credentialing
To teachers when school is identified for Title I program improvement restructuring	20 USC 6316	AR 0520.2	School identified for restructuring; opportunity to comment and participate
<b>III. To Classified Employees</b>			
To classified employee charged with mandatory leave of absence offense, in merit system district	44940.5	AR 4218	Notice of intent to dismiss in 30 days
When classified employee is subject to disciplinary action for cause, in nonmerit district	45113	AR 4218	Notice of charges, procedures, and employee rights
To classified employees, at least 60 days prior to layoff, or by April 29 if specially funded program is expiring at end of school year	45117	AR 4217.3	Notice of layoff and reemployment rights
To classified employees upon employment and upon each change in classification	45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To classified permanent employee whose leave is exhausted	45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave

**All Personnel****AR4112.9(f)****AR4212.9(f)****AR4312.9(f)****EMPLOYEE NOTIFICATIONS**

<b>Education or When/Whom to Notify</b>	<b>Board Policy/ Other Legal Code</b>	<b>Administrative Regulation #</b>	<b>Subject</b>
<b>III. To Classified Employees (continued)</b>			
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.601	BP 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy
<b>IV. To Administrative/Supervisory Personnel</b>			
To deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	35031	BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	44896	AR 4313.2	Statement of the reasons for the release or reassignment
By March 15 to employee who may be released/reassigned the following school year	44951	AR 4313.2	Notice that employee may be released or reassigned the following school year
<b>V. To Individual Employees Under Special Circumstances</b>			
Prior to placing derogatory information in personnel file	44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session

**All Personnel****AR4112.9(g)****AR4212.9(g)****AR4312.9(g)****EMPLOYEE NOTIFICATIONS**

<b>Education or When/Whom to Notify</b>	<b>Board Policy/ Other Legal Code</b>	<b>Administrative Regulation #</b>	<b>Subject</b>
<b>V. To Individual Employees Under Special Circumstances (continued)</b>			
Notice or training to employee with access to confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
Within one day of work-related injury or victimization of crime at workplace	Labor Code 3553, 5401	BP 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
Within five days of employee's request for family care and medical leave	2 CCR 11049; 29 CFR 825.300 4361.8	AR 4161.8 4261.8	Whether or not employee is eligible for FMLA leave
To any employee with exposure to bloodborne pathogens, upon initial employment and at least annually thereafter	8 CCR 3204, 5193	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

**All Personnel**

**AR4112.9(h)**

**AR4212.9(h)**

**EMPLOYEE NOTIFICATIONS**

**AR4312.9(h)**

<b>Education or When/Whom to Notify</b>	<b>Board Policy/ Other Legal Code</b>	<b>Administrative Regulation #</b>	<b>Subject</b>
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**V. To Individual Employees Under Special Circumstances (continued)**

Within five days of receiving information to determine if leave qualifies for FMLA	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; any requirement to use paid leave; any requirement for fitness- for-duty certification; any subsequent changes in designation notice
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Regulation: MADERA UNIFIED SCHOOL DISTRICT

Approved: September 23, 2014

## **Postretirement Employment**

Cautionary Notice: As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Madera Unified School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.

Retired individuals who are exempt from the limitation on compensation shall be treated as part of a distinct class of temporary employees within the existing bargaining unit whose service may not be included in computing the service required as a prerequisite to attainment of or eligibility for classification as a permanent employee of the district. (Education Code 24216.5, 24216.6)

The compensation for the class of retired individuals shall be agreed to in the collective bargaining agreement between the district and the exclusive representative for the bargaining unit. (Education Code 24216.5, 24216.6)

When necessary, the Governing Board may hire a qualified retired certificated individual who possesses the knowledge and experience needed to perform creditable service for the district as an employee, the employee of a third party, or an independent contractor/consultant, provided that all applicable restrictions specified by the California State Teachers' Retirement System (CalSTRS) are met. Applicable CalSTRS restrictions include, but are not limited to, a requirement that a retired member be paid compensation comparable to that for active employees for comparable duties and prohibitions against the hiring of a retired member within 180 days of his/her retirement and for the classified service, except as an aide pursuant to Education Code 45134. Additional restrictions and rules may apply to other employment situations, such as when CalSTRS retired members are employed as employees of third parties, independent contractors, or consultants. The Superintendent or designee should consult legal counsel when dealing with such employment situations. (Education Code 22119.5, 22164.5, 24214, 24214.5)

*(cf. 3600 - Consultants)*

*(cf. 4111/4211/4311 - Recruitment and Selection)*

*(cf. 4112 - Appointment and Conditions of Employment)*

Any retired member of the defined benefit program of CalSTRS who is hired by the district to perform retired member activities as defined pursuant to Education Code 22164.5 shall be paid at an annualized rate of pay that shall not be below the minimum or exceed the maximum paid to other district employees performing comparable duties. However, such a retired individual shall not make contributions to the CalSTRS retirement fund or accrue service credit based on compensation earned from the retired member activity. (Education Code 24214)

### **Postretirement Employment**

No retired member of the CalSTRS defined benefit program shall be hired by the district for at least 180 calendar days after his/her retirement from service, unless he/she has attained the normal retirement age and qualifies for an exemption to the 180-day waiting period. To seek this exemption, the Board shall, during the open session of a Board meeting, adopt a resolution which shall include the following information and findings: (Education Code 24214.5)

1. A statement expressing the Board's intent to seek an exemption to the 180-day waiting period
2. A description of the nature of the employment of the retiree
3. A finding that the retiree has reached the normal retirement age
4. A finding that the appointment of the retiree is necessary to fill a critically needed position before the 180-day waiting period has passed
5. A finding that the retired individual did not receive additional service credit pursuant to Education Code 22714 or 22715 or any financial inducement to retire. Financial inducement to retire shall include, but is not limited to, cash or any form of compensation or other payment directly or indirectly paid by any public employer to the retired individual before or after his/her retirement, if the individual retires for service on or before a specific date or range of dates established by the public employer on or before the date the inducement is offered
6. A finding that the retired individual's termination of employment with the district is not the basis for the need to acquire the services of the retired individual

The resolution shall not be adopted through the Board's consent agenda. (Education Code 24214.5)

*(cf. 9320 - Meetings and Notices)*

When employing a retired individual who is eligible for exemption from the 180-day waiting period, the Superintendent or designee shall submit all required documentation to substantiate eligibility for the exemption to CalSTRS before the retired member begins performing any retired member activities. The Superintendent or designee may contact CalSTRS to request information as to whether the retired member qualifies for the exemption after 30 days of submitting the required documentation to CalSTRS. (Education Code 24214.5)

### **Postretirement Compensation Limitation, Notice, and Report**

All CalSTRS retirees performing creditable service for the district shall be subject to the applicable CalSTRS earnings limit. Monies earned in excess of the limit may subject the



## **Postretirement Employment**

CalSTRS retiree to a reduction in his/her retirement allowance. Compensation subject to the earnings limitation includes, but is not limited to, salary or wages, deferred compensation plans, purchase of an annuity contract, tax-deferred retirement plan or insurance program, and other plans or contributions when the cost is covered by a district. (Education Code 22119.5, 22164.5, 24214)

Whenever the district retains the services of a CalSTRS retiree as a district employee, employee of a third party, or an independent contractor, the Superintendent or designee shall: (Education Code 22461, 24214)

1. Advise the retired individual of the postretirement earnings limitation or employment restriction set forth in Education Code 22714, 24214, or 24214.5 or any other applicable law

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

1. Maintain accurate records of the retired individual's compensation and report it monthly to CalSTRS and the individual, regardless of the method of payment or the fund from which the payments are made

## **Consultancy Contracts**

A retired certificated employee serving as a consultant shall be retained as an employee and his/her service shall be limited in accordance with retirement system rules and regulations. (Education Code 35046)

To be eligible for consideration for a consultancy contract, a retired certificated employee must have served the district or the County Superintendent for at least 10 years and be at least 55 years of age. (Education Code 35046)

Retirement consultancy contracts are renewable annually for up to five years or until the employee reaches age 65, whichever comes first. (Education Code 35046)

### *Legal Reference:*

#### **EDUCATION CODE**

22119.5 Creditable service, definition  
22131 Employer; employing agency, definition  
22164.5 Retired member activities, definition  
22461 Notice of earnings limitation  
22714 Encouragement of retirement  
22715 Additional service credit  
22716 Unpaid services  
24214 Creditable service by retiree  
24214.5 Postretirement compensation limit; members below normal retirement age  
24216.5 Exemption from earnings limitation

**Postretirement Employment**

*24216.6 Exemption from earnings limitation*  
*26113 Creditable service, definition*  
*35046 Consultancy contracts*  
*44830 Employment of certificated employees*  
*44830.3 Employment of district interns*  
*44929 Service credit under STRS; additional two years*  
*44929.1 2+2 Service and year credit option under STRS*  
*45134 Age limits*

**CODE OF REGULATIONS, TITLE 5**

*27000-27009 Penalties and interests for late remittances and late and unacceptable reporting by employers*

**-Management Resources:**

**WEB SITES**

California State Teachers' Retirement System: <http://www.calstrs.com>

Regulation: **MADERA UNIFIED SCHOOL DISTRICT**

Approved: September 23, 2014

**Employment Status Reports**

The Superintendent shall report to the Commission on Teacher Credentialing (CTC) any change in the employment status of a certificated employee who, while working in a position requiring a credential and as a result of an allegation of misconduct or while an allegation of misconduct is pending: (Education Code 44030.5, 44242.5; 5 CCR 80303)

1. Is dismissed or nonreelected

*(cf. 4116 - Probationary/Permanent Status)*

*(cf. 4117.4 - Dismissal)*

*(cf. 4117.6 - Decision Not to Rehire)*

2. Resigns

*(cf. 4117.2 - Resignation)*

3. Is suspended or placed on unpaid administrative leave for more than 10 days as a final adverse employment action

*(cf. 4118 - Suspension/Disciplinary Action)*

4. Retires

5. Is otherwise terminated by a decision not to employ or reemploy

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

This report is not required when the change in employment status is due solely to unsatisfactory performance pursuant to Education Code 44932 or a reduction in force pursuant to Education Code 44955-44958. (Education Code 44030.5, 44242.5; 5 CCR 80303)

*(cf. 4115 - Evaluation/Supervision)*

*(cf. 4117.3 - Personnel Reduction)*

When required, the report of a change in employment status shall be submitted not later than 30 days after the employment action. The report shall be made using a form provided by the CTC and shall include all known information about each alleged act of misconduct by the employee. The report shall contain the name and current address of the certificated employee, name of the district, last school or district assignment, an explanation of the allegation of misconduct or pending allegation of misconduct, current contact information for all persons who may have information relating to the alleged misconduct, and any and all documentation related to the case. (Education Code 44030.5; 5 CCR 80303)

Upon a change in employment status as a result of alleged misconduct or while an allegation of misconduct is pending, the Superintendent shall, in writing, inform the employee of the contents of 5 CCR 80303. (5 CCR 80303)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

## Employment Status Reports

### Additional Reports of Employee Misconduct

The Superintendent or designee shall submit a report to the CTC, using a form provided by the CTC and attaching all relevant documents, whenever:

1. An employee, by complaint, information, or indictment filed in court, is charged with a "mandatory leave of absence offense," defined as a sex or drug offense specified in Education Code 44940. (Education Code 44242.5, 44940, 44940.5)

Not later than 10 days after receipt of such a complaint, information, or indictment regarding an employee, the Superintendent or designee shall forward a copy of the received documents to the CTC. In addition, he/she shall report to the CTC any action taken in connection with extending the employee's mandatory leave beyond the initial period. (Education Code 44940, 44940.5)

If the offense results in a change in employment status, the Superintendent shall submit an employment status report in addition to the report of the mandatory leave of absence offense.

2. An employee refuses, without good cause, to fulfill a valid employment contract, or departs from district service without the consent of the Superintendent or Governing Board. (Education Code 44242.5, 44420)

As appropriate, the Superintendent or designee also shall notify the CTC of any of the following:

1. A complaint filed with the district regarding a certificated employee's alleged sexual misconduct (Education Code 44242.5)

The notice to the CTC shall contain all of the following information: (5 CCR 80304)

- a. Name of the employee alleged to have engaged in the sexual misconduct
- b. Name, age, and address of each victim of the alleged sexual misconduct
- c. A summary of all information known to the district regarding the alleged sexual misconduct
- d. A summary of the action, if any, taken at the district level in response to the complaint of sexual misconduct

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

2. An employee's knowing and willful use of school records of student data in connection with, or in implicit or explicit attempts to recruit a student to be a customer for, any business owned by the certificated employee or in which the certificated employee is an employee (Education Code 44242.5, 44421.1)

## Employment Status Reports

(cf. 5125 - Student Records)

3. An employee's knowing and willful reporting of false fiscal expenditure data relative to the conduct of any educational program (Education Code 44242.5, 44421.5)
4. An employee's subversion or attempt to subvert any licensing examination or the administration of an examination (Education Code 44242.5, 44439)

### *Legal Reference:*

#### EDUCATION CODE

44009 Conviction of specified crimes

44010 Sex offense, definitions

44011 Controlled substance offense, definitions

44030.5 Employment status reports

44225 Powers and duties of the CTC

44242.5 Reports and review of alleged misconduct

44420-44440 Adverse actions by CTC against credential holder

44932 Causes for dismissal

44940 Sex offenses and narcotic offenses; compulsory leave of absence

44940.5 Compulsory leave of absence

44955-44958 Reduction in force

#### CODE OF REGULATIONS, TITLE 5

80303 Reports of change in employment status, alleged misconduct

80304 Notice of sexual misconduct

### *Management Resources:*

#### COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2013

#### WEB SITES

CSBA: <http://www.csba.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Regulation: MADERA UNIFIED SCHOOL DISTRICT

Approved: September 23, 2014



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Request Adoption of Resolution No. 6-2014/15 for Textbooks and Instructional Material Compliance & Certification of Provision of Sufficient Standards-Aligned Instructional Materials for Grades K-12.

**Responsible Staff:** **Victor Villar, Associate Superintendent of Educational Services**  
Janet Grossnicklaus, Director of Curriculum, Instruction, & Assessment

**Agenda Placement:** New Business

**Background/ rationale:**

- The adoption of this Resolution certifies that MUSD is in compliance with Education Code 60119. In order to be eligible to receive State instructional material funds, the governing board is required to hold an annual public hearing and adopt a resolution stating whether each pupil in the District has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

**Financial impact:**

- Federal, state, and local Instructional Material funds

**Superintendent's recommendation:**

- The Superintendent recommends the Board adopt Resolution No. 6-2014/15.

**Supporting documents attached:**

- Resolution No. 6-2014/15
- MUSD K-8 Core Curriculum List 2014-2015
- MUSD 9-12 Core Curriculum List 2014-2015

**Resolution No. 6-2014/15**  
**Textbook and Instructional Materials Compliance**  
**Certification of Provision of Sufficient Standards-Aligned Instructional Materials**  
**For Grades K-12**

WHEREAS, the governing board of Madera Unified School District, in order to comply with requirements of Education Code 60119 held a public hearing on September 23, 2014 at 7:30 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Madera Unified School District, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each student, including each English learner has a standards-aligned textbook or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” also means that all students who are enrolled in the same course within the Madera Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

WHEREAS, textbooks or instructional materials in core curriculum subjects should be aligned with the state academic content standards adopted by the State Board of Education pursuant to Education Code 60605 and/or the Common Core Standards adopted pursuant to Education Code 60605.8, and;

WHEREAS, sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks were provided to each student, including each English learner, in the following subjects: mathematics, science, history-social science, and English/language arts, including the English language development component of an adopted program, and;

WHEREAS, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language in grades 7-12 or health classes in grades 9-12, and;

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

THEREFORE it is resolved that for the 2014-2015 school year, the Madera Unified School District has provided each student with sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS 23rd day of September 2014, at a regular meeting, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

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PRESIDENT, Board of Trustees  
Madera Unified School District

ATTEST:

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 September 23, 2014.

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CLERK, Board of Trustees  
Madera Unified School District



**Madera Unified School District  
K-8 Core Curriculum List  
2014-2015**

**SBE - Approved English Language Arts/ELD**

**Grades K-5:**

Houghton Mifflin Houghton Mifflin Reading: A Legacy of Literacy, 2003

Board Approved: March 12, 2003

**Grade 6-8:**

Holt, Rinehart, and Winston Holt Literature and Language Arts, 2010

Grade 6: Introductory Course

Grade 7: Course 1

Grade 8: Course 2

Board Approved: May 12, 2009

**SBE – Adopted Intervention Program for English Learners for ELA/ELD**

**Grades 7-8:**

National Geographic/Hampton Brown Inside Language, Literacy and Content, 2009

Board Approved: May 25, 2010

**SBE - Approved Mathematics**

**Grades K-1:**

Houghton Mifflin Harcourt California Math in Focus: Singapore Math, 2012

Board Approved: April 29, 2014

**Grades 2-5:**

McGraw Hill My Math, 2014

Board Approved: April 29, 2014

**Grades 6-7**

Big Ideas Learning Big Ideas Math, 2015

Grade 6 - Course 1

Grade 7 - Course 2

Board Approved: April 29, 2014

**Grade 7**

McGraw Hill Glencoe California Math Accelerated, 2014

Board Approved: April 29, 2014

**Grade 8:**

McGraw Hill California Math Course 3, 2015

Approved: April 29, 2014

The College Board SpringBoard Mathematics – Algebra I, 2014

Approved: April 29, 2014

**Madera Unified School District  
K-8 Core Curriculum List  
2014-2015**

**SBE – Approved History – Social Science**

**Grades K-5:**

Pearson Scott Foresman Scott Foresman History-Social Science for California, 2006

Grade K – Learn and Work

Grade 1 – Time and Place

Grade 2 – Then and Now

Grade 3 – Our Communities

Grade 4 – Our California

Grade 5 – Our Nation

Board Approved: April 11, 2006

**Grade 6-8:**

Holt, Rinehart, & Winston Holt California Social Studies, 2006

Grade 6: World History, Ancient Civilizations, 2006

Grade 7: World History, Medieval to Early Modern Times

Grade 8: US History, Independence to 1914

Board Approved April 11, 2006

**SBE – Approved Science**

**Grade K:**

Houghton Mifflin Houghton Mifflin California Science, 2007

Board Approved April 24, 2007

**Grades 1-5:**

Macmillan/McGraw-Hill McGraw-Hill California Science, 2008

Board Approved April 24, 2007 (Grades 2-5)

Board Approved August 17, 2007 (Grade 1)

**Grade 6-8:**

Holt, Rinehart, & Winston Holt California Science: Earth, Life, and Physical Science, 2007

Grade 6: Earth Science

Grade 7: Life Science

Grade 8: Physical Science

Board Approved April 24, 2007

**SBE – Approved Foreign Language Program**

**Grade 6-8:**

Holt McDougal ¡Avancemos!, 2013

Grade 7: Level 1A

Grade 8: Level 1B

**SBE – Approved Health Program**

None Adopted/No stand alone Courses

# Madera Unified School District

## 9-12 CORE CURRICULUM LIST

### 2014-2015

#### **English Department**

##### **English I & Honors English I:**

Literature and Language 3<sup>rd</sup> Course, Holt, Rinehart, and Winston, 2003      Adopted March 28, 2006

##### **English II & Honors English II:**

Literature and Language 4<sup>th</sup> Course, Holt, Rinehart, and Winston, 2003      Adopted March 28, 2006

##### **English III:**

Literature and Language 5<sup>th</sup> Course, Holt, Rinehart, and Winston, 2003      Adopted August 14, 2007

##### **English IV:**

Literature and Language 6<sup>th</sup> Course, Holt, Rinehart, and Winston, 2003      Adopted May 27, 2008

##### **Expository Reading & Writing Course (ERWC):**

Expository Reading & Writing Course: Semester One & Two  
Long Beach: California State University Press, 2008.      Adopted May 26, 2009

A Text-Based Grammar for Expository Reading and Writing  
Long Beach: California State University Press, 2008

Adopted May 26, 2009

##### **AP English:**

Language of Composition, VHPS, 2008      Adopted July 17, 2007

##### **AP Language:**

The Bedford Reader, Bedford/St. Martin's

##### **AP Literature:**

Perrine's Literature: Structure & Sense, Harcourt Brace      Adopted March 28, 2000

##### **ELD I, II, & III Reading:**

Hampton Brown Edge: Reading, Writing, and Language for High School  
National Geographic, 2009      Adopted May 25, 2010

#### **Mathematics Department**

##### **Algebra Readiness:**

California Algebra Readiness: Concepts, Skills, & Problem Solving,  
Glencoe/McGraw Hill, 2008      Adopted May 27, 2008

##### **Algebra I:**

Springboard Mathematics - Algebra I, The College Board, 2014      Adopted April 29, 2014

##### **Integrated Mathematics I:**

Integrated Mathematics I, McDougal Littell, 2002      Adopted May 26, 2009

Supplemental Title: California Algebra I, Holt, Rinehart & Winston, 2008      Adopted June 26, 2012

Supplemental Title: Geometry, McDougal Littell, 2004      Adopted June 26, 2012

##### **Geometry:**

Springboard Mathematics - Geometry, The College Board, 2014      Adopted April 29, 2014

# Madera Unified School District

## 9-12 CORE CURRICULUM LIST

### 2014-2015

#### **Algebra II:**

Springboard Mathematics - Algebra II, The College Board, 2014

Adopted April 29, 2014

#### **Trigonometry:**

Trigonometry 8th, Prentice Hall, 2005

Adopted June 13, 2006

#### **Precalculus:**

PreCalculus with Limits, 2<sup>nd</sup> Edition, Houghton Mifflin, 2011

Adopted June 29, 2010

#### **AP Calculus AB/BC:**

Calculus of a Single Variable/Calculus with Analytical Geometry, 9<sup>th</sup> Edition  
Brooks/Cole Cengage Learning, 2010

Adopted June 29, 2010

#### **AP Statistics:**

The Practice of Statistics, 5<sup>th</sup> Edition, Bedford, Freeman & Worth, 2014

Adopted June 26, 2014

### **Social Science Department**

#### **World History/Honors World History:**

Modern World History-Patterns of Interaction, McDougal Littell, 2003

Adopted August 9, 2004

#### **US History:**

The Americans-Reconstruction to the 21st Century, McDougal Littell, 2005

Adopted April 12, 2005

#### **AP US History:**

The American Pageant – AP Placement Edition, Houghton Mifflin, 2006

Adopted July 17, 2007

#### **AP European History:**

A History of European Society Since 1300, Bedford/St. Martins, 2011

Adopted June 11, 2013

#### **Civics (American Government):**

United States Government: Democracy in Action, Glencoe/McGraw Hill, 2008

Adopted May 27, 2008

#### **Economics:**

Economics: Principles in Action, Prentice Hall, 2007

Adopted August 14 2007

#### **AP Psychology:**

Psychology – AP Edition, 9<sup>th</sup> Edition, Wadsworth, Cengage Learning, 2012

Adopted June 12, 2012

#### **Sociology:**

Sociology: The Study of Human Relationships, Holt McDougal, 2010

Adopted June 12, 2012

#### **Psychology:**

Psychology: Principles in Practices, Holt McDougal, 2010

Adopted June 12, 2012

**Madera Unified School District  
9-12 CORE CURRICULUM LIST  
2014-2015**

**Science Department**

**Earth Science/Ag Earth Science:**

Earth Science, Prentice Hall, 2006

Adopted June 14, 2011

**Biology/Human Biology:**

Biology, McDougal Littell, 2008

Adopted August 14, 2007

**Chemistry/Honors Chemistry/Medical Chemistry:**

Chemistry, Prentice Hall, 2005

Adopted April 12, 2005

**Physical Science:**

Physical Science: Concepts in Action with Earth and Space Science,  
Prentice Hall, 2006

Adopted August 14, 2007

**Anatomy:**

Mader's Understanding Human Anatomy & Physiology, 6<sup>th</sup> Edition,  
McGraw Hill, 2008

Adopted August 14, 2007

**Honors Anatomy/AP Anatomy:**

Human Anatomy & Physiology, 7<sup>th</sup> Edition, Pearson, 2007

Adopted July 17, 2007

**AP Biology:**

Biology, 7<sup>th</sup> Edition, Benjamin Cummings, 2005

Adopted April 12, 2005

**AP Chemistry:**

Chemistry, 8<sup>th</sup> Edition, Brooks/Cole Cengage Learning, 2007

Adopted March 12, 2002

**Physics:**

Honors Physics, 6<sup>th</sup> Edition, Pearson Prentice Hall 2005

Adopted May 14, 2006

**Foreign Language**

**Spanish**

**Spanish I-III:** ¡Avancemos!, Holt McDougal, 2013

Adopted May 14, 2013

**Spanish for Heritage Speakers I-II:**

Nuevas Vistas, Holt, Rinehart, & Winston, 2006

Adopted May 14, 2013

**AP Spanish:**

Abriendo paso: Temas y lecturas & Gramática, Pearson, 2014

Adopted May 14, 2013

**Madera Unified School District  
9-12 CORE CURRICULUM LIST  
2014-2015**

**French**

**French I-IV:**

Bien dit!, Holt McDougal, 2013

Adopted May 14, 2013

**Chinese**

**Chinese I:** Integrated Chinese I, Cheng and Tsui, 2009

Adopted June 29, 2009

**Chinese II:** Integrated Chinese II, Cheng and Tsui, 2009

Adopted June 29, 2009

**HEALTH:**

**Health:** Intro to Health Science, Glencoe Health, Glencoe/McGraw Hill



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Request Approval of Memorandum of Understanding between Madera Unified School District and Reedley College to enter into a dual enrollment partnership for the 2014-2015 school year.

**Responsible Staff:** **Victor Villar, Associate Superintendent of Educational Services**  
Sheryl Sisil, Director of College and Career Readiness

**Agenda Placement:** New Business

**Background/rationale:**

- Currently students have an opportunity to enroll in courses that are articulated with community colleges or enroll in courses that are Occu-Track approved; which allows our students to waive certain college level courses upon entering into a college or university but no college credit is earned or awarded. In courses where dual enrollment opportunities exist students will complete a career pathway earning college credit while completing the coursework on the high school campus. Our high school instructors will be working closely with college instructors to ensure that our students are being prepared with the same skills the college
- For the purposes of the dual enrollment partnership MUSD students will have the opportunity to earn three (3) college credits upon completion of a capstone career pathway course in one of the following: Criminology, Health Careers, and Welding and Fabrication.

**Financial impact:**

- None

**Superintendent's recommendation:**

- The Superintendent recommends the Board approve of Memorandum of Understanding between Madera Unified School District and Reedley College to enter into a dual enrollment partnership for the 2014-2015 school year.

**Supporting documents attached:**

- Memorandum of Understanding



995 N. Reed Avenue., Reedley, CA 93654  
T: 559-638-3641 F: 559-638-5040  
www.reedleycollege.edu



30277 Avenue 12, Madera, CA 93638  
T: 559-675-4800 F: 559-675-4820  
www.maderacenter.com



P.O. Box 1910, 40241 Hwy 41,  
Oakhurst, CA 93644  
T: 559-683-3940 F: 559-683-4193  
www.oakhurstcenter.com

## MEMORANDUM OF UNDERSTANDING

Madera Unified School District has entered into a dual enrollment partnership with Reedley College. This partnership shall adhere to Title 5 Education Code provisions governing dual enrollment, specified in Section 48800 and subsection 48802, 3 (a and b) as well as Section 76002, B (3). The referenced Sections are detailed below:

### Allowances and Apportionments

#### 48002, Section 3 (a):

For purposes of allowances and apportionments from Section B of the State School Fund, a community college shall be credited with additional units of average daily attendance attributable to the attendance of pupils at the community college as special part-time students pursuant to this article and as set forth in Section 76002.

#### 48802, Section 3 (b):

A school district whose pupils attend a community college as special part-time students pursuant to this article shall, for purposes of allowances and apportionments from Section A of the State School Fund, continue to receive credit for attendance by those pupils computed in the manner prescribed by law, and a pupil's attendance at school for the minimum school day shall be deemed a day of attendance for purposes of making the computation.

#### 76002, Section B (3):

If the (community college) class is offered at a high school campus, the class may not be held during the time the campus is closed to the general public, as defined by the governing board of the school district during a regularly scheduled board meeting.

For the purposes of the dual enrollment partnership, Madera Unified School District defines a "regular school day" as at least 240 minutes of instruction in high school credit only courses. Also, for the purposes of this partnership, the Madera Unified School District allows all dual enrollment Reedley College courses offered on the high school campuses to be open to the general public. The respective high school campuses may require non-high school enrollees to adhere to all campus policies.

\_\_\_\_\_  
Edward Gonzalez, Superintendent, Madera Unified School District

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sandra Caldwell, President, Reedley College

  
\_\_\_\_\_  
Date





## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**Subject:** Request Approval of Consultant Services Agreement between Madera Unified School District and Teach One To Lead One to provide high quality Character and Leadership Development learning experiences for students for the remainder of the 2014-2015 school year.

**Responsible Staff:** **Victor Villar, Associate Superintendent of Educational Services**  
Elizabeth Runyon, Chief Academic Officer

**Agenda Placement:** New Business

**Background/ rationale:**

Teach One To Lead One will provide a high quality Character and Leadership Development Program to MUSD students at various sites. Students will receive weekly instruction in the classroom from a mentoring team as specified in the PROGRAM curriculum. The program emphasizes principle-based living to the students and it challenges them to adopt that philosophy in their lives. The Program Lead Mentor will introduce concepts and provide students with application opportunities for those concepts through stories, group activities, role-playing, etc. Each weekly session will introduce a universal principle, highlight a principle/action formula and provide enough guidance to help the student visualize how this principle can be transformed into a habit in her/his life.

**Financial impact:**

- \$7,650- MUSD

**Superintendent's recommendation:**

- The Superintendent recommends the Board approve the Consultant Services Agreement between Madera Unified School District and Teach One To Lead One to provide high quality Character and Leadership Development learning experiences for students for the remainder of the 2014-2015 school year.

**Supporting documents attached:**

- Consultant Services Agreement
- Teach One To Lead One Agreement



## MADERA UNIFIED SCHOOL DISTRICT

### CONSULTANT SERVICES AGREEMENT

This agreement is made and entered into this 1<sup>st</sup> day of October 2014, by and between Madera Unified School District ("District") and Teach One to Lead One ("Consultant").

1. Consultant agrees to provide the following specified services:  
Consultant agrees to deliver the Student Development and Leadership public school program know as the Teach One to Lead One Program to multiple MUSD school sites.
2. Term. The Consultant's services described in Paragraph 1 shall commence on October 1, 2014 and shall end on May 30, 2015 unless earlier terminated pursuant to Paragraph 8.
3. Payment. District agrees to pay Consultant as follows:  
\$7,650 MUSD
4. Payroll Forms. Consultant agrees to complete the District's consultant payroll form. Consultant agrees that failure to properly complete this form in a timely manner may result in nonpayment to consultant.
5. Independent Contractor Status. Consultant and any and all agents and employees of Consultant are agreed to be independent contractors in their performance under this Agreement and are not officers, employees, or agents of the District. Consultant shall retain the right to perform services for others during the term of this Agreement.
6. Indemnity. Consultant shall indemnify, defend, and save and hold harmless the District, its Board of Trustees, officers, agents, and employees from any and all claims, damages, losses, causes of actions, and demands, including reasonable attorney's fees and costs, incurred in connection with the processing or defense of any matter, claim, lawsuit or contest arising out of Consultant's performance of or failure to perform the work required by this Agreement.
7. Insurance. Consultant agrees to purchase and maintain throughout the term of this Agreement a comprehensive general liability insurance policy to protect Consultant from damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Consultant's responsibilities under this Agreement, whether such acts or omissions be by Consultant or anyone directly or indirectly employed by Consultant. This insurance shall name the District as additional insured and shall be written for not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) for property damage. A certificate of insurance shall be filed with the District and shall provide that no changes shall be made to such insurance without thirty (30) days prior written notice to the District.
8. Termination of Agreement. District may terminate this Agreement for any reason upon written notice to Consultant. In the event of early termination, Consultant shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the district deems proper.
9. No Entitlement. Consultant agrees that it has no entitlement to any future contracts or work from District or to any employment or fringe benefits from the District.
10. Taxes. Payment to Consultant pursuant to this Agreement will be reported to federal and state taxing authorities as required on the IRS Form 1099. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions; and/or state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.
11. Governing Law and Venue. This Agreement shall be governed by and construed only in accordance with the laws of the State of California. If any action is initiated involving the application or interpretation of this Agreement, venue shall only lie in the appropriate state court in Madera County or federal court in Fresno County, California.

12. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant, the District and their respective successors and assignees.
13. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Agreement.
14. Amendment. The terms of this Agreement shall not be amended in any manner whatsoever except by written agreements signed by the parties.
15. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no oral understandings, side agreements, representation or warranties, expressed or implied, not specified in this Agreement.
16. Licenses. Consultant represents that Consultant and all agents and employees of Consultant are licensed by the state of California to perform all the services required by this Agreement. Consultant will maintain all licenses in full force and effect during the term of this Agreement.
17. Compliance with Law. Consultant agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all local, state and federal laws, and regulations governing the service to be rendered pursuant to this Agreement.
18. Board Approval. The parties agree that the effectiveness of the Agreement is contingent upon approval by the District's Board of Trustees.
19. Equipment and Materials. Consultant shall provide all equipment, materials, and supplies necessary for the performance of this Agreement. This provision may be negotiable as to the needs of specific children.
20. Non-discrimination. Consultant shall not engage in unlawful discrimination in the employment of persons because of race, color national origin, age, ancestry, religion, sex, marital status, medical condition, physical handicap, or other bias prohibited by state or federal law.
21. Copyright. Any product, whether in writing or maintained in any other form produced under this Agreement shall be the property of District. District shall have the right to secure a patent, trademark or copyright and the product or information may not be used in any manner without District's written permission.
22. In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

Madera Unified School District

Consultant:

by: Victor Villar  
Associate Superintendent of Educational Services

Teach One To Lead One

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

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

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

Federal ID # \_\_\_\_\_  
or

SSN \_\_\_\_\_



**Agreement**

**between**

***Teach One To Lead One®***

**and**

**The Madera United School District**

**September 2014**

This is an Agreement between Celebrate Life International, Inc. d/b/a *Teach One to Lead One*® (T1L1) based in Atlanta, Georgia working through its Madera, California Chapter and The Madera Unified School District (MUSD) of Madera, California.

T1L1 agrees to deliver the Student Development and Leadership public school program known as the *Teach One to Lead One*® Program (PROGRAM) to selected students in MUSD schools. T1L1 and MUSD agree to both cover the expenses related to the delivery of the program during the school year 2014-2015.

In consideration of this mutual agreement, the parties agree as follows:

**A. T1L1 Responsibilities**

1. **Objective:** It is the main objective of T1L1 to provide high quality Character and Leadership Development learning experiences for students from MUSD while maintaining already existing educational standards set in place by its schools.
2. **Scope:** This agreement is limited to the delivery of the program to a maximum of 170 students at elementary and high schools identified and designated by MUSD. Any expansion on the delivery of this program shall be negotiated separately.
3. **Delivery:** The delivery of PROGRAM is comprised of several components as described below:
  - a. Curriculum – Students will receive weekly instruction in the classroom from a mentoring team as specified in the PROGRAM curriculum. The program emphasizes principle-based living to the students and it challenges them to adopt that philosophy in their lives. The Program Lead Mentor will introduce concepts and provide students with application opportunities for those concepts through stories, group activities, role playing, etc. Each weekly session will introduce a universal principle, highlight a principle/action formula and provide enough guidance to help the student visualize how this principle can be transformed into a habit in her/his life.
  - b. Evaluation – T1L1 will evaluate the program and provide feedback to the MUSD designated contact. A pre and post student assessment will be administered to each student participating in PROGRAM. Pre- vs Post- Comparison reports are considered confidential; however, they will be available to authorized MUSD representatives.
  - c. Service Project – Students will have an opportunity to contribute to the community through a service project. The Program Lead Mentor will work with any related administrators and community agencies to identify and schedule a community service project for the students who are participating in the program. Students will get an opportunity, through this service project, to put into practice many of the concepts taught by the program while contributing to the community.

- d. Graduation Event – This is a community event where educators, family members, and community leaders come together to celebrate and recognize the students who have completed the program. Each student will receive a completion diploma. In addition, the students who have completed the requirements for the *Teach One to Lead One*® Character & Leadership Award will receive special recognition. The event may include a dinner, other awards, door prizes, student presentations, short presentations by community leaders and a motivational talk on Character & Leadership by a special guest.
4. **Personnel:** T1L1 will provide certified volunteers from the community to assist the Program Lead Mentor in the delivery of the program. It is the responsibility of the Program Lead Mentor to keep all volunteer mentors informed of the plans and all scheduled activities for the program. T1L1 will perform reasonable screening of all volunteers, which includes national-search criminal background checks, prior to their training. Volunteer mentors whose certification is current will be listed in the national T1L1 Registry which can be found online at <http://t1l1.org/registry>

## **B. MUSD Responsibilities**

1. **Objective:** The mission of MUSD is to provide safe schools, increase student achievement and promote a positive school climate. Through the sponsorship of PROGRAM, MUSD affirms its strong commitment to its students and to its mission.
2. **Delivery:** MUSD will assist in the delivery of each of the components of PROGRAM as described below:
  - a. Kick-off Event – This program depends on the support from adults in the schools and community for its success. The Kick-off Event provides an opportunity to those adults to become familiar with the program philosophy and to support the work that will be done in the schools. MUSD will ensure that physical facilities are available to deliver the activities for this event. The facilities must have appropriate lighting and sound equipment. MUSD will sponsor the activities and request participation from students, parents, teachers and community leaders.
  - b. Curriculum – MUSD will provide the classroom or conference space and related equipment appropriate for the delivery of the weekly classroom sessions. Based on availability, MUSD will provide additional facilities, equipment and personnel as reasonably requested by T1L1 for activities that would be better performed outside the classroom such as skits, role playing, etc. The schools will provide a Staff Member to be present in the classroom during the delivery of the program. The Staff Member will assist the Program Lead Mentor in matters related to school policy and school standards. It will be the responsibility of the Program Lead Mentor to manage the volunteers and the delivery of the program. It will be the responsibility of the Staff Member to maintain student discipline and ensure student adherence to all School Policies during the delivery of the program.

- c. Evaluation – MUSD may wish to further evaluate the program using its own evaluation tools. T1L1 will cooperate with MUSD in this process. In the event of this taking place, MUSD will share its finding with T1L1 and provide opportunity for feedback prior to the sharing or delivery of the results to third parties.
  - d. Service Project – Students will have an opportunity to represent their schools as they contribute to the community through this service project. MUSD will provide transportation, supervision, parental permission and insurance coverage for all activities related to this field-trip. Matters related to student eligibility and parental approval for the field-trip will be the responsibility of the school administrators.
  - e. Graduation Event – This is a community event and school district administrators are encouraged to participate and share with parents and students about their views on Student Development and local Character Education initiatives. MUSD will endorse this event and encourage media coverage, community participation and sponsorship.
3. **Investments:** T1L1 and MUSD have agreed to partner in the positive development of students in Madera, California.
- a. Financial – As part of this partnership, T1L1 and MUSD will both fund the expenses related to the delivery of the PROGRAM described in this agreement. The overall cost of the program for 170 students as described in this Agreement is **\$15,300.00** (Fifteen Thousand Three Hundred Dollars). T1L1 will secure half of this total amount from the community through fundraising projects. MUSD will issue payment for half of the total amount to T1L1 as listed below:

<b>Payment Schedule</b>		
<b>Due Date</b>	<b>Investment</b>	<b>Responsible</b>
<b>November 1, 2014</b>	<b>\$7,650.00</b>	<b>MUSD</b>
<b>October 1, 2014</b>	<b>\$7,650.00</b>	<b>T1L1</b>

- b. Reference – MUSD agrees to become a “*Teach One to Lead One*® Reference School” and will, as requested by T1L1, provide reference statements to other institutions interested in the program. MUSD agrees to allow visitors to its facilities to observe the delivery of the program. All visits will be scheduled in advance with authorized MUSD representatives. Visitors to observe the program will be hosted in cooperation between MUSD and T1L1.

## **C. GENERAL TERMS**

1. **Term:** The term and conditions of this Agreement will remain in full force for the period commencing on October 1, 2014, and ending on May 30, 2015. Delivery of the program beyond the specified dates will require a new agreement by both parties. This Agreement may be cancelled at any time by either party upon not less than sixty (60) business days written notice.
2. **Dispute Resolution:** Any question or dispute about the operation of this Agreement shall be first raised directly with the other party. If the dispute cannot be settled through negotiation, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or in relation to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the Award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the matter.
3. **Modification:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by an authorized representative of each party.
4. **Exclusive Ownership of T1L1 intellectual property such as Curriculum, Presentation Format and Materials:** PROGRAM Curriculum, presentation format and all classroom materials used and distributed by T1L1 are for the sole and exclusive use of T1L1 who is and shall remain the sole and exclusive owner of all right, title, and interest therein, including all copyright, proprietary and intellectual property rights related thereto. MUSD expressly waives any and all claim to any interest in the T1L1 Curriculum, presentation format or classroom materials used by T1L1 under this Agreement, or any derivative works related thereto, and shall not offer, negotiate, sell or otherwise use the same for any purpose. T1L1 shall also be the sole and exclusive owner of all right, title, and interest therein of all “Derivative Works” (as defined by the U.S. Copyright Laws). T1L1 shall have the exclusive right and option to pursue any and all legal remedies, including damages, attorneys’ fees, costs and injunctive relief for any infringement of its rights in PROGRAM Curriculum, Presentation Format and Materials.
5. **Binding Nature of Agreement:** All covenants and agreements contained in the agreement shall apply to and bind MUSD, its subsidiary school organizations,



and all agents, associates, employees and assigns of either MUSD or its subsidiary school organizations.

**6. AUTHORIZED CONTACT**

T1L1 Authorized Representative:

NAME: Felisha Hunter  
TITLE: Global Program Manager  
ADDRESS: 3104 Creekside Village Drive, Suite 303  
Kennesaw, GA 30144  
TELEPHONE: 770-529-7700  
FAX: 770-529-7711  
EMAIL: felisha.hunter@T1L1.org

MUSD Authorized Representative:

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

NOTE: In the event that a T1L1 or MUSD contact person changes, T1L1 or MUSD, as appropriate, agrees to promptly notify the other party of such change.

The individuals signing this Agreement represent and warrant that they have the necessary corporate and organizational authority from their respective legal entities to bind those organizations to the terms and obligations contained in this Agreement.

**NAME OF ORGANIZATION**

**NAME OF SCHOOL SYSTEM**

CELEBRATE LIFE INTERNATIONAL, INC.  
d/b/a *TEACH ONE TO LEAD ONE*®

MADERA UNIFIED SCHOOL DISTRICT



---

**Signature**

---

**Signature**

**Name:** José I Maldonado

**Name:** Victor Villar

**Title:** COO

**Title:** Associate Supt. of Educational Srvs.

**Date:** September 17, 2014

**Date:**



**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 23, 2014

**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 08/27/14 through 09/03/14:

	CURRENT YEAR 8/27/2014	CURRENT YEAR 9/3/2014		
FOR ALL FUNDS:	\$2,862,985.00	\$747,769.20	\$0.00	\$0.00
CANCELLED WARRANTS:	-\$45.00	-\$26.72	\$0.00	
TOTAL:	\$2,862,940.00	\$747,742.48	\$0.00	\$0.00
<hr/>				
FOR ALL FUNDS:	\$0.00	\$0.00		
CANCELLED WARRANTS:	\$0.00			
TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00
<hr/>				
GRAND TOTAL	\$3,610,682.48			

**Superintendent's recommendation:**

Superintendent recommends approval of the Commercial Warrant List.

**Supporting documents attached:**

- Payment Orders for Checks Processed on:
  - 08/27/14
  - 09/03/14
  - 
  -

**COMMERCIAL PAYMENT ORDER  
TO THE  
COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
COUNTY AUDITOR OF MADERA COUNTY, CALIFORNIA**

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

CHECK DATE: 8/27/2014

BOARD DATE: 9/23/2014

REGISTER NUMBERS IN REQUEST:

R: 88, 89, 90, 91, 92, 93

R: 94, 95, 96, 97, 98

R: \_\_\_\_\_

**TOTAL REQUESTS BY FUND FOR PAYMENT:**

**TOTALS BY FUNDS:**

<b>83500</b>	<u>01 GENERAL FUND</u>	<u>88</u>	-	\$	27,677.74	-	
		<u>89</u>	-	\$	68,260.97	-	
		<u>90</u>	-	\$	50,149.83	-	
		<u>91</u>	-	\$	63,509.07	-	
		<u>92</u>	-	\$	2,495.32	-	
		<u>93</u>	-	\$	66.00	-	
		<u>94</u>	-	\$	64,725.73	-	
		<u>95</u>	-	\$	26,857.69	-	
		<u>96</u>	-	\$	42,641.18	-	
		<u>97</u>	-	\$	5,519.60	-	
		<u>98</u>	-	\$	2,394,676.75	-	
		-	-			-	
		-	-			-	
		-	-			-	
	Cancelled Warrant 657883	-	-	\$	(45.00)	-	
							\$ 2,746,534.88
<b>83510</b>	<u>11 ADULT ED</u>	<u>95</u>	-	\$	1,070.00	-	
		<u>98</u>	-	\$	866.29	-	
		-	-			-	
		-	-			-	
		-	-			-	
		-	-			-	
		-	-			-	
		-	-			-	
		-	-			-	
		-	-			-	\$ 1,936.29
<b>83550</b>	<u>12 CHILD DEVELOPMENT</u>	<u>97</u>	-	\$	81.25	-	
		<u>98</u>	-	\$	61.11	-	
		-	-			-	
							\$ 142.36
<b>83540</b>	<u>13 CAFETERIA</u>	<u>97</u>	-	\$	799.15	-	
		<u>98</u>	-	\$	3,096.45	-	
		-	-			-	
							\$ 3,895.60
<b>83560</b>	<u>14 DEFERRED MAINT.</u>	<u>88</u>	-	\$	50,706.00	<u>95</u>	- \$ 32,804.73
		<u>89</u>	-	\$	4,820.14	-	
							\$ 88,330.87
<b>83680</b>	<u>15 PUPIL TRANS. EQUIP.</u>	-	-			-	
		-	-			-	
							\$ -
<b>83590</b>	<u>17 STONE SCHOLARSHIP</u>	-	-			-	
	TRUST	-	-			-	
		-	-			-	\$ -
<b>83530</b>	<u>25 DEVELOPER FEES</u>	-	-			-	
		-	-			-	
		-	-			-	
		-	-			-	
		-	-			-	
		-	-			-	
		-	-			-	
		-	-			-	
		-	-			-	\$ -

**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>94</u>	-	\$ 5,500.00	-	
		<u>95</u>	-	\$ 15,100.00	-	
<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>89</u>	-	\$ 500.00	-	
		<u>95</u>	-	\$ 1,000.00	-	
<u>83520</u>	<u>74 ATHLETIC FUND</u>	-	-		\$	-
<b>GRAND TOTAL:</b>					<b>\$</b>	<b>2,862,940.00</b>

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: 2015

## Madera Unified School District

Page 1 of 20

Report Date: 08/27/2014

## Commercial Warrant Listing

For Warrants Dated 08/27/2014 to 08/27/2014

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
659971	R88	025024-1	GEORGE'S AUTO SUPPLY, INC		
150189	01-8150-450-0000-8110-4300-0000-0				5.21
150189	01-8150-450-0000-8110-4300-0000-0				11.82
150189	01-8150-450-0000-8110-4300-0000-0				37.75
150189	01-8150-450-0000-8110-4300-0000-0				39.01
150189	01-8150-450-0000-8110-4300-0000-0				43.74
150189	01-8150-450-0000-8110-4300-0000-0				88.75
150189	01-8150-450-0000-8110-4300-0000-0				111.19
150189	01-8150-450-0000-8110-4300-0000-0				201.68
150189	01-8150-450-0000-8110-4300-0000-0				312.81
Warrant Total					\$851.96
659972	R88	026076-1	GRAINGER		
150216	01-8150-450-0000-8110-4300-0000-0				4.64
150216	01-8150-450-0000-8110-4300-0000-0				5.10
150216	01-8150-450-0000-8110-4300-0000-0				25.92
150216	01-8150-450-0000-8110-4300-0000-0				32.78
150216	01-8150-450-0000-8110-4300-0000-0				36.31
150216	01-8150-450-0000-8110-4300-0000-0				67.12
150216	01-8150-450-0000-8110-4300-0000-0				90.93
150216	01-8150-450-0000-8110-4300-0000-0				95.84
150216	01-8150-450-0000-8110-4300-0000-0				101.57
150216	01-8150-450-0000-8110-4300-0000-0				108.21
150216	01-8150-450-0000-8110-4300-0000-0				117.18
150216	01-8150-450-0000-8110-4300-0000-0				196.32
150216	01-8150-450-0000-8110-4300-0000-0				254.46
150216	01-8150-450-0000-8110-4300-0000-0				318.94
150216	01-8150-450-0000-8110-4300-0000-0				633.01
150216	01-8150-450-0000-8110-4300-0000-0				947.57
Warrant Total					\$3,035.90
659973	R88	036449	MADERA AUTOMATIC TRANSMISSION, INC.		
150182	01-0000-280-0000-3600-5640-6930-0				140.48
150182	01-0000-280-0000-3600-5640-6930-0				489.48
Warrant Total					\$629.96
659974	R88	042629	J W MYERS, INC		
150220	01-8150-450-0000-8110-4300-0000-0				9.49
150220	01-8150-450-0000-8110-4300-0000-0				9.73
150220	01-8150-450-0000-8110-4300-0000-0				12.88
150220	01-8150-450-0000-8110-4300-0000-0				12.88
150220	01-8150-450-0000-8110-4300-0000-0				12.88
150220	01-8150-450-0000-8110-4300-0000-0				15.76
150220	01-8150-450-0000-8110-4300-0000-0				16.22
150220	01-8150-450-0000-8110-4300-0000-0				305.51
Warrant Total					\$395.35
659975	R88	047226	PECKS PRINTERY		
150212	01-8150-450-0000-8110-5800-0000-0				745.20
Warrant Total					\$745.20

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659976	R88	935660	LINCOLN EQUIPMENT		
150221	01-0000-450-0000-8200-4300-5170-0				156.51
150221	01-0000-450-0000-8200-4300-5170-0				413.06
150221	01-0000-450-0000-8200-4300-5170-0				765.26
			<b>Warrant Total</b>		<b>\$1,334.83</b>
659977	R88	946630-1	NATIONAL TONER AND INK		
150520	01-0000-260-0000-7300-4300-5550-0				308.96
150768	01-0000-490-1300-1000-4310-1580-0				118.80
150768	01-0000-490-1300-1000-4310-1580-0				209.52
150768	01-0000-490-1300-1000-4310-1580-0				505.74
			<b>Warrant Total</b>		<b>\$1,143.02</b>
659978	R88	090058	JOHNSTONE SUPPLY		
150223	01-8150-450-0000-8110-4300-0000-0				231.59
150223	01-8150-450-0000-8110-4300-0000-0				360.11
			<b>Warrant Total</b>		<b>\$591.70</b>
659979	R88	090061	Madera Small Engine & Marine Repair		
150207	01-8150-450-0000-8110-4300-0000-0				18.31
150207	01-8150-450-0000-8110-4300-0000-0				60.32
150207	01-8150-450-0000-8110-4300-0000-0				272.83
150207	01-8150-450-0000-8110-4300-0000-0				312.70
150207	01-8150-450-0000-8110-4300-0000-0				313.19
150207	01-8150-450-0000-8110-5640-0000-0				25.50
150207	01-8150-450-0000-8110-5640-0000-0				42.50
150207	01-8150-450-0000-8110-5640-0000-0				70.00
150207	01-8150-450-0000-8110-5640-0000-0				207.50
			<b>Warrant Total</b>		<b>\$1,322.85</b>
659980	R88	090064	MCMASTER-CARR SUPPLY CO.		
150209	01-8150-450-0000-8110-4300-0000-0				48.84
150209	01-8150-450-0000-8110-4300-0000-0				152.53
150209	01-8150-450-0000-8110-4300-0000-0				287.55
150209	01-8150-450-0000-8110-4300-0000-0				331.68
			<b>Warrant Total</b>		<b>\$820.60</b>

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PO #	Account #		Description		Amount
659981	R88	090067-1	PPG ARCHITECTURAL FINISHES		
150224	01-8150-450-0000-8110-4300-0000-0				15.02
150224	01-8150-450-0000-8110-4300-0000-0				20.56
150224	01-8150-450-0000-8110-4300-0000-0				22.81
150224	01-8150-450-0000-8110-4300-0000-0				48.29
150224	01-8150-450-0000-8110-4300-0000-0				64.58
150224	01-8150-450-0000-8110-4300-0000-0				104.23
150224	01-8150-450-0000-8110-4300-0000-0				110.10
150224	01-8150-450-0000-8110-4300-0000-0				163.33
150224	01-8150-450-0000-8110-4300-0000-0				187.07
150224	01-8150-450-0000-8110-4300-0000-0				193.37
150224	01-8150-450-0000-8110-4300-0000-0				220.55
150224	01-8150-450-0000-8110-4300-0000-0				235.62
150224	01-8150-450-0000-8110-4300-0000-0				268.49
150224	01-8150-450-0000-8110-4300-0000-0				324.29
150224	01-8150-450-0000-8110-4300-0000-0				445.37
150224	01-8150-450-0000-8110-4300-0000-0				482.02
150224	01-8150-450-0000-8110-4300-0000-0				498.63
150224	01-8150-450-0000-8110-4300-0000-0				1,124.10
<b>Warrant Total</b>					<b>\$4,528.43</b>
659982	R88	090079-1	GEARY PACIFIC CORP.		
150198	01-8150-450-0000-8110-4300-0000-0				5.43
<b>Warrant Total</b>					<b>\$5.43</b>
659983	R88	965270	MADERA WELDING & MANUFACTURING		
150103	01-8150-450-0000-8110-4300-0000-0				37.80
<b>Warrant Total</b>					<b>\$37.80</b>
659984	R88	090462-1	NCS PEARSON, INC		
150733	01-6500-260-5770-1110-4310-0000-0				73.45
150733	01-6500-260-5770-1110-4310-0000-0				686.48
<b>Warrant Total</b>					<b>\$759.93</b>
659985	R88	090483-1	HENRY SCHEIN INC		
150895	01-0000-000-0000-0000-9320-0000-0				866.09
<b>Warrant Total</b>					<b>\$866.09</b>
659986	R88	090923-1	PPG-PITTSBURG PAINTS		
150534	01-0000-490-1315-4200-4310-0000-0				338.59
<b>Warrant Total</b>					<b>\$338.59</b>
659987	R88	090981-1	O'REILLY AUTOMOTIVE, INC		
150187	01-0000-000-0000-0000-9322-0000-0				1,925.55
150187	01-0000-280-0000-3600-4300-6930-0				259.75
<b>Warrant Total</b>					<b>\$2,185.30</b>
659988	R88	092002-1	PRUDENTIAL OVERALL SUPPLY		
150245	01-0000-280-0000-3600-5800-6930-0				210.64
<b>Warrant Total</b>					<b>\$210.64</b>



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PO #	Account #		Description		Amount
659989	R88	092119	Link 3 Integration, Inc		
150134	01-8150-450-0000-8110-5640-0000-0				703.75
			<b>Warrant Total</b>		<b>\$703.75</b>
659990	R88	092151-1	HAJOCA CORP.		
150107	01-8150-450-0000-8110-4300-0000-0		CREDIT		-379.64
150107	01-8150-450-0000-8110-4300-0000-0		CREDIT		-59.69
150107	01-8150-450-0000-8110-4300-0000-0				88.54
150107	01-8150-450-0000-8110-4300-0000-0				184.15
150107	01-8150-450-0000-8110-4300-0000-0				269.18
150107	01-8150-450-0000-8110-4300-0000-0				276.70
150107	01-8150-450-0000-8110-4300-0000-0				1,697.17
			<b>Warrant Total</b>		<b>\$2,076.41</b>
659991	R88	092410	Peters Roofing, Inc.		
150678	14-0010-460-0000-8500-6200-0000-0				50,706.00
			<b>Warrant Total</b>		<b>\$50,706.00</b>
659992	R88	092468	Joan Mendonsa Family Trust		
150320	01-0015-260-0000-8700-5610-4090-0				2,547.00
150320	01-0015-260-0000-8700-5610-4090-0				2,547.00
			<b>Warrant Total</b>		<b>\$5,094.00</b>
659993	R89	020978-2	JIST PUBLISHING		
150874	01-6500-260-5770-1110-4310-0000-0				1,223.67
			<b>Warrant Total</b>		<b>\$1,223.67</b>
659994	R89	047668	PETE'S SPORT SHOP, INC.		
150735	01-0000-400-1315-4200-4310-0000-0				788.33
			<b>Warrant Total</b>		<b>\$788.33</b>
659995	R89	890906-3	PREMIER AGENDAS INC		
150306	01-0000-300-1200-1000-4310-0000-0				945.00
			<b>Warrant Total</b>		<b>\$945.00</b>
659996	R89	917720	MRB ENTERPRISES		
150682	01-7400-390-1200-1000-5600-0000-0				3,263.62
			<b>Warrant Total</b>		<b>\$3,263.62</b>
659997	R89	920558	MYERS-STEVENSON & TOOHEY & CO., INC.		
151184	01-0000-260-1110-1000-5440-5600-0				3,128.00
151184	01-0000-400-1315-4200-5440-0000-0				2,650.00
151184	01-0000-490-1315-4200-5440-0000-0				2,650.00
			<b>Warrant Total</b>		<b>\$8,428.00</b>
659998	R89	987450-1	PROCESS SOFTWARE LLC		
150302	01-0000-260-0000-7700-5650-5050-0				650.61
			<b>Warrant Total</b>		<b>\$650.61</b>
659999	R89	090061	Madera Small Engine & Marine Repair		
151157	01-1100-480-0000-8210-4400-6500-0				788.38
			<b>Warrant Total</b>		<b>\$788.38</b>

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PO #	Account #		Description		Amount
660000	R89	893540	LEMOORE HIGH SCHOOL		
151193	01-0045-400-1315-4200-5808-0000-0				312.00
			<b>Warrant Total</b>		<b>\$312.00</b>
660001	R89	090216-1	McFARLAND HIGH SCHOOL ASB		
151197	01-0045-400-1315-4200-5808-0000-0				180.00
			<b>Warrant Total</b>		<b>\$180.00</b>
660002	R89	090274-1	GOLDEN WEST HIGH SCHOOL		
151189	01-0045-400-1315-4200-5808-0000-0				350.00
			<b>Warrant Total</b>		<b>\$350.00</b>
660003	R89	090661-1	INNOVATION COMMERCIAL FLOORING		
150068	14-0010-440-0000-8110-5630-0000-0				4,820.14
			<b>Warrant Total</b>		<b>\$4,820.14</b>
660004	R89	897140	MARO'S ALTERATION & EMBROIDERY		
151007	01-3725-490-1300-1000-5800-0000-4				1,515.00
			<b>Warrant Total</b>		<b>\$1,515.00</b>
660005	R89	091129	Jackass Rock Camp		
151105	01-9170-630-1200-1000-5716-7381-0				1,500.00
			<b>Warrant Total</b>		<b>\$1,500.00</b>
660006	R89	091275-1	NETVAD		
150853	01-0000-260-0000-7700-4385-5050-0				1,458.00
			<b>Warrant Total</b>		<b>\$1,458.00</b>
660007	R89	091469-1	MPS		
150069	01-6300-260-1300-1000-4100-6220-0				14,489.86
150070	01-6300-260-1300-1000-4100-6220-0				6,953.28
			<b>Warrant Total</b>		<b>\$21,443.14</b>
660008	R89	091716	PROCLEAN		
151068	01-0000-000-0000-0000-9320-0000-0				1,729.64
			<b>Warrant Total</b>		<b>\$1,729.64</b>
660009	R89	092091	Project Lead The Way		
150468	01-0015-560-1200-1000-4310-7340-0				4.09
150468	01-0015-560-1200-1000-4310-7340-0				50.96
150468	01-0015-560-1200-1000-4400-7340-0				690.21
150468	01-0015-560-1200-1000-4400-7340-0				8,598.20
150468	01-0015-560-1200-1000-5800-7340-0				55.70
150468	01-0015-560-1200-1000-5800-7340-0				693.92
150502	01-0015-600-1200-1000-4310-7340-0		FEE		4.09
150502	01-0015-600-1200-1000-4310-7340-0				50.96
150502	01-0015-600-1200-1000-4400-7340-0		FEE		690.21
150502	01-0015-600-1200-1000-4400-7340-0				8,598.20
150502	01-0015-600-1200-1000-5800-7340-0		FEE		55.70
150502	01-0015-600-1200-1000-5800-7340-0				693.92
			<b>Warrant Total</b>		<b>\$20,186.16</b>

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PO #	Account #		Description		
660010	R89	092404	Massetti Appliance		
150691	01-0000-290-1200-1000-4400-0000-0				681.92
			<b>Warrant Total</b>		<b>\$681.92</b>
660011	R89	092530	Hot Momma's Catering		
150740	01-0595-260-0000-7200-5800-5600-0				2,817.50
			<b>Warrant Total</b>		<b>\$2,817.50</b>
660012	R89	000490	Madrigal, Judy		
151148	73-9170-260-0000-2490-5890-0000-0				500.00
			<b>Warrant Total</b>		<b>\$500.00</b>
660013	R90	033550	LAKESHORE CURRICULUM MAT CO		
150429	01-6500-260-5770-1110-4310-0000-0				987.58
150590	01-0000-260-1110-2130-4312-6220-0				141.40
150720	01-6500-260-5770-1110-4310-0000-0				434.14
150838	01-6500-260-5770-1110-4310-0000-0				234.26
150839	01-6500-260-5770-1110-4310-0000-0				191.10
			<b>Warrant Total</b>		<b>\$1,988.48</b>
660014	R90	036998-3	MADERA COUNTY TAX COLLECTOR		
151152	01-0000-260-0000-9100-7699-5600-0				1,500.00
			<b>Warrant Total</b>		<b>\$1,500.00</b>
660015	R90	039206-4	MC GRAW-HILL SCHOOL EDUCATION HOLDINGS, LLC		
150002	01-6300-260-1200-1000-4100-6220-0				638.19
150003	01-6300-260-1200-1000-4100-6220-0				638.19
150005	01-6300-260-1200-1000-4100-6220-0				638.19
150006	01-6300-260-1200-1000-4100-6220-0				638.19
150008	01-6300-260-1200-1000-4100-6220-0				335.31
150008	01-6300-260-1200-1000-4100-6220-0				533.02
150008	01-6300-260-1200-1000-4100-6220-0				1,575.02
150009	01-6300-260-1200-1000-4100-6220-0				1,066.04
150009	01-6300-260-1200-1000-4100-6220-0				1,871.27
150010	01-6300-260-1200-1000-4100-6220-0				638.19
150011	01-6300-260-1200-1000-4100-6220-0				638.19
150012	01-6300-260-1200-1000-4100-6220-0				638.19
150013	01-6300-260-1200-1000-4100-6220-0				638.19
150014	01-6300-260-1200-1000-4100-6220-0				638.19
150016	01-6300-260-1200-1000-4100-6220-0				1,066.04
150016	01-6300-260-1200-1000-4100-6220-0				1,871.27
150018	01-6300-260-1200-1000-4100-6220-0				1,066.04
150018	01-6300-260-1200-1000-4100-6220-0				1,871.27
			<b>Warrant Total</b>		<b>\$16,998.99</b>
660016	R90	910434	MADERA POLICE DEPARTMENT		
150938	01-0000-280-0000-3600-5800-6930-0		RENEWAL		50.00
			<b>Warrant Total</b>		<b>\$50.00</b>
660017	R90	914910-1	LC SERVICES		
150172	01-0000-280-0000-3600-5800-6930-0				325.00
			<b>Warrant Total</b>		<b>\$325.00</b>



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660018	R90	959600	MALLARD CREEK, INC.		
150199	01-8150-450-0000-8110-4300-0000-0				2,523.56
150199	01-8150-450-0000-8110-4300-0000-0				2,623.00
150199	01-8150-450-0000-8110-4300-0000-0				2,623.00
150199	01-8150-450-0000-8110-4300-0000-0				2,623.00
150199	01-8150-450-0000-8110-4300-0000-0				2,821.88
			<b>Warrant Total</b>		<b>\$13,214.44</b>
660019	R90	090021	LEE'S SERVICE		
150180	01-0000-000-0000-0000-9322-0000-0				8,675.00
			<b>Warrant Total</b>		<b>\$8,675.00</b>
660020	R90	090898-1	PAPE' KENWORTH		
150241	01-0000-280-0000-3600-5640-6930-0				3,971.71
			<b>Warrant Total</b>		<b>\$3,971.71</b>
660021	R90	091358	MADERA POWDER COATING, INC.		
151213	01-0000-260-0000-7200-4300-3010-0				1,625.00
			<b>Warrant Total</b>		<b>\$1,625.00</b>
660022	R90	091648-1	NORMAN S WRIGHT		
150086	01-8150-450-0000-8110-4300-0000-0				1,365.67
			<b>Warrant Total</b>		<b>\$1,365.67</b>
660023	R90	092135	Guardian Fire Services		
150206	01-8150-450-0000-8110-5640-0000-0				435.54
			<b>Warrant Total</b>		<b>\$435.54</b>
660024	R91	054060-1	SCHOETTLER TIRE INC.		
150251	01-0000-280-0000-3600-5640-6930-0				1,130.28
			<b>Warrant Total</b>		<b>\$1,130.28</b>
660025	R91	060697	TECO PRODUCTS COMPANY		
150256	01-0000-280-0000-3600-4300-6930-0				40.88
			<b>Warrant Total</b>		<b>\$40.88</b>
660026	R91	062585-1	UNISOURCE WORLDWIDE, INC.		
150311	01-0000-000-0000-0000-9320-0000-0				20,230.56
			<b>Warrant Total</b>		<b>\$20,230.56</b>
660027	R91	074528	YOSEMITE HIGH SCHOOL DISTRICT		
151196	01-0045-400-1315-4200-5808-0000-0				300.00
			<b>Warrant Total</b>		<b>\$300.00</b>
660028	R91	915780-1	WEST COAST ARBORISTS, INC		
150543	01-8150-450-0000-8110-5800-0000-0				11,385.00
			<b>Warrant Total</b>		<b>\$11,385.00</b>
660029	R91	920312	MADERA COUNTY OFFICE OF ED.		
150917	01-0000-460-1200-1000-5200-0000-0				100.00
			<b>Warrant Total</b>		<b>\$100.00</b>
660030	R91	948510-1	RENAISSANCE LEARNING, INC.		
151218	01-9170-630-1200-1000-5885-0000-0				45.00
			<b>Warrant Total</b>		<b>\$45.00</b>

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PO #	Account #				
660031	R91	965210-1	ROCHESTER 100 INC		
150592	01-0000-630-1200-1000-4310-0000-0				1,188.00
			<b>Warrant Total</b>		<b>\$1,188.00</b>
660032	R91	970120-1	SCHOOL SPECIALTY INC.		
150424	01-0000-460-1200-1000-4310-0000-0				162.15
150568	01-0000-470-1200-1000-4310-0000-0				817.62
150578	01-0000-600-1200-1000-4310-0000-0				802.73
			<b>Warrant Total</b>		<b>\$1,782.50</b>
660033	R91	976670	SAN JOAQUIN VALLEY AIR POLLUTION		
150249	01-0000-280-0000-3600-5880-6930-0				450.00
			<b>Warrant Total</b>		<b>\$450.00</b>
660034	R91	090001-1	FRESNO STATE		
151226	01-0000-400-1300-3110-5200-0000-0		j.magallon		70.00
			<b>Warrant Total</b>		<b>\$70.00</b>
660035	R91	893590	SUNNYSIDE HIGH SCHOOL		
151190	01-0045-400-1315-4200-5808-0000-0				339.00
			<b>Warrant Total</b>		<b>\$339.00</b>
660036	R91	090304	Sanger High School		
151194	01-0045-400-1315-4200-5808-0000-0				275.00
			<b>Warrant Total</b>		<b>\$275.00</b>
660037	R91	090450	SAN JOAQUIN REGION CATA		
151089	01-7010-490-1305-1000-5200-7430-0				130.00
			<b>Warrant Total</b>		<b>\$130.00</b>
660038	R91	068473-1	VIRCO INC		
150038	01-0170-600-1200-1000-4310-6540-0				8,611.73
			<b>Warrant Total</b>		<b>\$8,611.73</b>
660039	R91	091112-1	RAY MORGAN COMPANY		
150348	01-0000-260-0000-7550-4300-5700-0				362.23
			<b>Warrant Total</b>		<b>\$362.23</b>
660040	R91	091140	SchoolMart		
150833	01-3010-560-1200-1000-4310-4250-5				4,545.43
			<b>Warrant Total</b>		<b>\$4,545.43</b>
660041	R91	091492-1	RESTORATION MANAGEMENT CO.		
150759	01-0000-450-0000-8220-5800-0000-0				8,890.00
			<b>Warrant Total</b>		<b>\$8,890.00</b>
660042	R91	092208	Valley Cultural Coalition		
151164	01-0595-260-0000-7200-5800-5600-0				250.00
			<b>Warrant Total</b>		<b>\$250.00</b>
660043	R91	092425	Valley Fixtures and Installers		
150918	01-0000-260-0000-8110-5630-6010-0				2,310.96
			<b>Warrant Total</b>		<b>\$2,310.96</b>

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PO #	Account #		Description		
660044	R91	092526	Science and Mathematics Education Center		
150681	01-0000-400-1300-1000-5200-0000-0				750.00
			<b>Warrant Total</b>		<b>\$750.00</b>
660045	R91	092554	Stahls'DFC		
151132	01-0000-490-1315-4200-5800-0000-0				242.50
			<b>Warrant Total</b>		<b>\$242.50</b>
660046	R91	092558	CSU Maritime Academy		
151227	01-0000-400-1300-3110-5200-0000-0		J.LOMAS		80.00
			<b>Warrant Total</b>		<b>\$80.00</b>
660047	R92	7633	ROSALIND COX		
	01-0000-260-0000-7510-5200-5100-0				53.48
	01-0000-260-0000-7510-5200-5100-0				61.88
			<b>Warrant Total</b>		<b>\$115.36</b>
660048	R92	2132	TRAVIS A GRIFFIN		
	01-9170-280-0000-3600-4300-0000-0				213.84
			<b>Warrant Total</b>		<b>\$213.84</b>
660049	R92	26666043	CURTIS RICHARD MANGANAAN		
	01-8150-450-0000-8110-5200-0000-0				100.00
			<b>Warrant Total</b>		<b>\$100.00</b>
660050	R92	10214	FRANK JAVIER GUILLEN		
	01-0000-260-0000-7700-5200-5050-0				558.30
			<b>Warrant Total</b>		<b>\$558.30</b>
660051	R92	10263	MICHAEL VALDEZ		
	01-0000-260-0000-7700-5200-5050-0				178.00
			<b>Warrant Total</b>		<b>\$178.00</b>
660052	R92	10287	KEE VANG		
	01-0000-260-0000-7700-5200-5050-0				178.00
			<b>Warrant Total</b>		<b>\$178.00</b>
660053	R92	10351	CARLOS TAPIA LEAL		
	01-0000-260-0000-7700-5200-5050-0				339.90
			<b>Warrant Total</b>		<b>\$339.90</b>
660054	R92	10356	STEVEN MARK ALEXANDER		
	01-0000-260-0000-7700-5200-5050-0				811.92
			<b>Warrant Total</b>		<b>\$811.92</b>
660055	R93	092483	Glory Global Solutions		
	01-0000-490-1300-1000-5800-0000-0				66.00
			<b>Warrant Total</b>		<b>\$66.00</b>



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PO #	Account #		Description		Amount
660056	R94	024752	GENERAL BUILDERS SUPPLY CO.		
150136	01-8150-450-0000-8110-4300-0000-0				1,174.67
150165	01-0000-280-0000-3600-4300-6930-0				186.79
150277	01-0000-650-0000-8210-4300-0000-0				432.58
150278	01-0000-600-0000-8210-4300-0000-0				189.97
150279	01-0000-470-0000-8210-4300-0000-0				31.77
150281	01-0000-400-0000-8210-4300-0000-0				640.75
150446	01-0000-260-0000-7700-4300-5050-0				93.80
<b>Warrant Total</b>					<b>\$2,750.33</b>
660057	R94	927300-1	HM RECEIVABLES CO LLC		
150020	01-6300-260-1200-1000-4100-6220-0				535.85
150021	01-6300-260-1200-1000-4100-6220-0				535.85
150024	01-6300-260-1200-1000-4100-6220-0				535.85
150025	01-6300-260-1200-1000-4100-6220-0				535.85
150026	01-6300-260-1200-1000-4100-6220-0				535.85
150027	01-6300-260-1200-1000-4100-6220-0				535.85
150028	01-6300-260-1200-1000-4100-6220-0				535.85
150029	01-6300-260-1200-1000-4100-6220-0				535.85
150032	01-6300-260-1200-1000-4100-6220-0				535.85
150033	01-6300-260-1200-1000-4100-6220-0				535.85
150034	01-6300-260-1200-1000-4100-6220-0				535.85
150035	01-6300-260-1200-1000-4100-6220-0				535.85
150036	01-6300-260-1200-1000-4100-6220-0				535.85
150037	01-6300-260-1200-1000-4100-6220-0				535.85
150039	01-6300-260-1200-1000-4100-6220-0				151.85
150040	01-6300-260-1200-1000-4100-6220-0				151.85
150042	01-6300-260-1200-1000-4100-6220-0				151.85
150043	01-6300-260-1200-1000-4100-6220-0				303.70
150044	01-6300-260-1200-1000-4100-6220-0				303.70
150046	01-6300-260-1200-1000-4100-6220-0				303.70
150047	01-6300-260-1200-1000-4100-6220-0				303.70
150048	01-6300-260-1200-1000-4100-6220-0				151.85
150049	01-6300-260-1200-1000-4100-6220-0				151.85
150051	01-6300-260-1200-1000-4100-6220-0				151.85
150052	01-6300-260-1200-1000-4100-6220-0				151.85
150053	01-6300-260-1200-1000-4100-6220-0				151.85
150054	01-6300-260-1200-1000-4100-6220-0				151.85
150055	01-6300-260-1200-1000-4100-6220-0				151.85
150056	01-6300-260-1200-1000-4100-6220-0				151.85
150726	01-6300-260-1200-1000-4100-6220-0				12,248.22
150727	01-6300-260-1200-1000-4100-6220-0				28,164.51
151178	01-6300-260-1200-1000-4100-6220-0				1,412.63
151180	01-6300-260-1200-1000-4100-6220-0		PO# 144104		1,412.63
151181	01-6300-260-1200-1000-4100-6220-0		PO# 144105		1,412.63
<b>Warrant Total</b>					<b>\$55,037.67</b>
660058	R94	946630-1	NATIONAL TONER AND INK		
150520	01-0000-260-0000-7300-4300-5550-0				222.57
<b>Warrant Total</b>					<b>\$222.57</b>

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660059	R94	090056	JOHNSON'S BOILER AND CONTROL		
150222	01-8150-450-0000-8110-4300-0000-0				1,840.00
			<b>Warrant Total</b>		<b>\$1,840.00</b>
660060	R94	901840-1	HAZARD MANAGEMENT SERVICE INC.		
150111	01-8150-450-0000-8110-5800-0000-0				450.00
150111	01-8150-450-0000-8110-5800-0000-0				630.00
			<b>Warrant Total</b>		<b>\$1,080.00</b>
660061	R94	965270	MADERA WELDING & MANUFACTURING		
150103	01-8150-450-0000-8110-4300-0000-0				899.64
150103	01-8150-450-0000-8110-4300-0000-0				2,446.52
			<b>Warrant Total</b>		<b>\$3,346.16</b>
660062	R94	092506	Marrs Playground Installation Co.		
150125	40-0000-340-0000-8500-6170-0000-0				5,500.00
			<b>Warrant Total</b>		<b>\$5,500.00</b>
660063	R94	092514	Novel Electronic Designs, Inc.		
150466	01-0000-600-1200-1000-4400-0000-0				449.00
			<b>Warrant Total</b>		<b>\$449.00</b>
660064	R95	003457-1	APPLE COMPUTER, INC		
150854	01-6500-260-5770-1110-4485-0000-0				10.79
150854	01-6500-260-5770-1110-4485-0000-0				239.00
150854	01-6500-260-5770-1110-4485-0000-0				2,117.56
			<b>Warrant Total</b>		<b>\$2,367.35</b>
660065	R95	009528	CAL VALLEY PRINTING		
151234	01-0000-260-0000-7400-5843-5250-0				56.70
151234	01-0000-260-0000-7400-5843-5250-0				63.90
			<b>Warrant Total</b>		<b>\$120.60</b>
660066	R95	022600	47TH PLACE CARPET SHOP		
150741	14-0010-320-0000-8110-5630-0000-0		dixieland		4,304.68
150741	14-0010-400-0000-8500-6200-0000-0		mhs		25,200.05
			<b>Warrant Total</b>		<b>\$29,504.73</b>
660067	R95	929350	ACCREDITING COMMISSION		
151130	01-0000-400-1300-2700-5803-2700-0		madera high school		820.00
151144	01-0000-350-3300-2700-5803-2700-0		duane e furman high school		820.00
151162	01-0000-540-3200-2700-5803-2700-0		mtn vista high school		820.00
151228	11-0010-260-4110-2700-5300-0000-0		madera adult school		820.00
			<b>Warrant Total</b>		<b>\$3,280.00</b>
660068	R95	934910-1	CDW GOVERNMENT, INC		
150709	01-9010-390-1200-1000-4485-5090-0				2,458.09
150709	01-9010-560-1200-1000-4485-5090-0				2,458.09
150709	01-9010-600-1200-1000-4485-5090-0				2,458.09
			<b>Warrant Total</b>		<b>\$7,374.27</b>
660069	R95	937140-1	ENVIROCLEAN SANITATION SUPPLY		
151072	01-0000-000-0000-0000-9320-0000-0				1,814.40
			<b>Warrant Total</b>		<b>\$1,814.40</b>



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PO #	Account #				
660070	R95	938590	FUENTES CONSTRUCTION INC.		
151084	01-8150-450-0000-8110-5800-0000-0		millview		2,100.00
			<b>Warrant Total</b>		<b>\$2,100.00</b>
660071	R95	939870	DIVISION OF STATE ARCHITECT		
151155	40-0000-400-0000-8500-6162-0000-0				2,240.00
151155	40-0000-490-0000-8500-6162-0000-0				3,360.00
			<b>Warrant Total</b>		<b>\$5,600.00</b>
660072	R95	090052-1	FASTENAL COMPANY		
150196	01-8150-450-0000-8110-4300-0000-0				17.02
			<b>Warrant Total</b>		<b>\$17.02</b>
660073	R95	918030-1	BSK Associates		
150845	40-0000-400-0000-8500-6165-0000-0				3,000.00
150845	40-0000-490-0000-8500-6165-0000-0				6,500.00
			<b>Warrant Total</b>		<b>\$9,500.00</b>
660074	R95	961740	CIF STATE OFFICE		
151163	01-0045-400-1315-4200-5800-0000-0		mhs		1,344.42
			<b>Warrant Total</b>		<b>\$1,344.42</b>
660075	R95	090365	BULLARD HIGH SCHOOL		
151192	01-0045-400-1315-4200-5808-0000-0		jv boys polo		300.00
			<b>Warrant Total</b>		<b>\$300.00</b>
660076	R95	990430-1	Bedard Controls Inc		
151126	01-8150-450-0000-8110-5630-0000-0				1,974.43
			<b>Warrant Total</b>		<b>\$1,974.43</b>
660077	R95	090474	FRESNO HIGH SCHOOL		
151191	01-0045-400-1315-4200-5808-0000-0		v boys polo		315.00
			<b>Warrant Total</b>		<b>\$315.00</b>
660078	R95	091423	CART ADDICTIONS		
150742	01-0000-600-1200-2700-4400-0000-0				2,094.12
			<b>Warrant Total</b>		<b>\$2,094.12</b>
660079	R95	091535	ESTR Publications		
150855	01-6500-260-5770-1110-4310-0000-0				172.00
			<b>Warrant Total</b>		<b>\$172.00</b>
660080	R95	091868	Drumrights Office Supplies		
150947	01-0000-460-1200-2700-4300-0000-0				409.32
			<b>Warrant Total</b>		<b>\$409.32</b>
660081	R95	092008-1	CCAE		
151235	11-0010-260-4110-2700-5300-0000-0				250.00
			<b>Warrant Total</b>		<b>\$250.00</b>
660082	R95	092394-1	FOLLETT SCHOOL SOLUTIONS, INC.		
150586	01-0000-260-1110-2130-5885-6220-0				2,999.00
			<b>Warrant Total</b>		<b>\$2,999.00</b>

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PO #	Account #		Description		
660083	R95	092415	Castech Pest Services		
150866	01-8150-450-0000-8110-5800-0000-0				900.00
			<b>Warrant Total</b>		<b>\$900.00</b>
660084	R95	092476	All Stage Construction and Development Inc.		
150661	14-0010-490-0000-8110-5600-0000-0		mshs		3,300.00
			<b>Warrant Total</b>		<b>\$3,300.00</b>
660085	R95	092517-1	Bruce L. Johnson		
150503	01-0015-600-1200-1000-4310-7340-0				95.76
			<b>Warrant Total</b>		<b>\$95.76</b>
660086	R95	000048	Alamari, Abraham		
151183	73-9170-260-0000-2490-5890-0000-0		scholarship		1,000.00
			<b>Warrant Total</b>		<b>\$1,000.00</b>
660087	R96	003457-1	APPLE COMPUTER, INC		
150593	01-3010-540-3200-1000-4485-4250-5				1,446.12
			<b>Warrant Total</b>		<b>\$1,446.12</b>
660088	R96	012241	CENTRAL VALLEY TRUCK CENTER		
150161	01-0000-000-0000-0000-9322-0000-0				-189.00
150161	01-0000-000-0000-0000-9322-0000-0				48.12
150161	01-0000-000-0000-0000-9322-0000-0				61.17
150161	01-0000-000-0000-0000-9322-0000-0				78.34
150161	01-0000-000-0000-0000-9322-0000-0				110.15
150161	01-0000-000-0000-0000-9322-0000-0				333.76
150161	01-0000-000-0000-0000-9322-0000-0				408.26
150161	01-0000-000-0000-0000-9322-0000-0				724.40
150161	01-0000-000-0000-0000-9322-0000-0				840.65
150161	01-0000-000-0000-0000-9322-0000-0				1,619.18
150161	01-0000-280-0000-3600-4300-6930-0				179.93
			<b>Warrant Total</b>		<b>\$4,214.96</b>
660089	R96	021875	FEDERAL EXPRESS CORP.		
150460	01-0000-260-0000-7200-5910-5600-0		1356-2459-4		41.77
			<b>Warrant Total</b>		<b>\$41.77</b>
660090	R96	023699-1	FRESNO OXYGEN		
151200	01-0000-490-1305-1000-4310-0000-0				370.14
			<b>Warrant Total</b>		<b>\$370.14</b>
660091	R96	037780-1	CAL VALLEY PRINTING		
150856	01-0000-490-1300-1000-5800-0000-0				233.28
			<b>Warrant Total</b>		<b>\$233.28</b>
660092	R96	916950	CENTRAL VALLEY PRESORT		
150459	01-0000-260-0000-7200-5910-5600-0				225.35
			<b>Warrant Total</b>		<b>\$225.35</b>
660093	R96	924810	ANDY'S SPORTS		
150150	01-0000-280-0000-3600-4300-6930-0				55.08
150150	01-0000-280-0000-3600-4300-6930-0				79.92
			<b>Warrant Total</b>		<b>\$135.00</b>

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PO #	Account #				
660094	R96	933600	ALPINE DRINKING WATER		
150149	01-0000-280-0000-3600-5800-6930-0				28.25
150149	01-0000-280-0000-3600-5800-6940-0				56.50
<b>Warrant Total</b>					<b>\$84.75</b>
660095	R96	998290	APPLEBY & COMPANY INC.		
151156	01-0000-260-0000-7200-5885-5600-0		JULY 2014		2,495.00
<b>Warrant Total</b>					<b>\$2,495.00</b>
660096	R96	998701-1	Battery Systems		
150155	01-0000-000-0000-0000-9322-0000-0				1,319.46
150155	01-0000-000-0000-0000-9322-0000-0				1,319.46
<b>Warrant Total</b>					<b>\$2,638.92</b>
660097	R96	090009-2	AUS FRESNO MC LOCKBOX		
150882	01-0000-450-0000-8200-5800-0000-0				196.42
150882	01-0000-450-0000-8200-5800-0000-0				361.42
<b>Warrant Total</b>					<b>\$557.84</b>
660098	R96	090052-1	FASTENAL COMPANY		
150177	01-0000-280-0000-3600-4300-6930-0				719.18
<b>Warrant Total</b>					<b>\$719.18</b>
660099	R96	918030-1	BSK Associates		
150129	01-8150-450-0000-8110-5800-0000-0				209.00
<b>Warrant Total</b>					<b>\$209.00</b>
660100	R96	896930-2	California Transportation Solutions		
150963	01-0000-280-0000-3600-5640-6930-0				8,000.00
<b>Warrant Total</b>					<b>\$8,000.00</b>
660101	R96	090206	PG&E		
150243	01-0000-280-0000-3600-4345-6930-0				14.12
150243	01-0000-280-0000-3600-4345-6930-0				158.15
<b>Warrant Total</b>					<b>\$172.27</b>
660102	R96	021299-1	EWING IRRIGATION		
150195	01-8150-450-0000-8110-4300-0000-0				-109.51
150195	01-8150-450-0000-8110-4300-0000-0				270.00
150195	01-8150-450-0000-8110-4300-0000-0				307.45
150195	01-8150-450-0000-8110-4300-0000-0				357.50
<b>Warrant Total</b>					<b>\$825.44</b>
660103	R96	953030-1	CONCENTRA MEDICAL CENTER		
150852	01-0000-280-0000-3600-5842-6940-0				57.00
150852	01-0000-280-0000-3600-5842-6940-0				513.00
<b>Warrant Total</b>					<b>\$570.00</b>
660104	R96	090579-1	CALSTRS/JEM		
150524	01-0000-260-0000-7200-5890-5600-0				650.00
<b>Warrant Total</b>					<b>\$650.00</b>
660105	R96	090893-1	BUSWEST		
150160	01-0000-000-0000-0000-9322-0000-0				1,804.13
<b>Warrant Total</b>					<b>\$1,804.13</b>

**Commercial Warrant Listing**  
**For Warrants Dated 08/27/2014 to 08/27/2014**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
660106	R96	091114-2	ACOUSTIC SOLUTIONS INC		
150548	01-8150-450-0000-8110-4300-0000-0				102.56
			<b>Warrant Total</b>		<b>\$102.56</b>
660107	R96	091887	Don's Mobile Glass		
150693	01-0000-280-0000-3600-5640-6930-0				35.00
150693	01-0000-280-0000-3600-5640-6930-0				35.00
150693	01-0000-280-0000-3600-5640-6930-0				35.00
			<b>Warrant Total</b>		<b>\$105.00</b>
660108	R96	091924-1	EASTBAY INC		
150617	01-0045-490-1315-4200-4300-0000-0				56.05
			<b>Warrant Total</b>		<b>\$56.05</b>
660109	R96	092464-1	AMS. NET		
150555	01-0000-260-0000-7700-4385-5050-0				331.29
151071	01-7405-260-0000-7700-6485-0000-0				3,800.00
151071	01-7405-260-0000-7700-6485-0000-0				7,700.00
			<b>Warrant Total</b>		<b>\$11,831.29</b>
660110	R96	092493-1	FRESNO COUNTY OFFICE OF EDUCATION		
151022	01-6300-260-1300-1000-4310-6220-0				1,925.32
151022	01-6300-260-1300-1000-4310-6220-0				3,000.00
			<b>Warrant Total</b>		<b>\$4,925.32</b>
660111	R96	092529	Art's Uphoistery		
150694	01-0000-280-0000-3600-5640-6930-0				227.81
			<b>Warrant Total</b>		<b>\$227.81</b>
660112	R97	091310	Ugarte, Dawn		
	01-0000-260-1110-1000-3901-5600-0				575.51
			<b>Warrant Total</b>		<b>\$575.51</b>
660113	R97	091584	Klein-Cook, Joyce		
	01-0000-260-1110-3130-3902-5600-0				251.63
			<b>Warrant Total</b>		<b>\$251.63</b>
660114	R97	091628	Turner, Josephine		
	01-0000-260-0000-7300-3902-5600-0				182.00
			<b>Warrant Total</b>		<b>\$182.00</b>
660115	R97	091739	Rocha, Agapita		
	12-6105-260-0001-1000-3902-5600-0				81.25
			<b>Warrant Total</b>		<b>\$81.25</b>
660116	R97	091749	Ramirez, Celso		
	01-0000-260-0000-8220-3902-5600-0				96.00
			<b>Warrant Total</b>		<b>\$96.00</b>
660117	R97	091753	Dotson, Patsy		
	13-5310-260-0000-3700-3902-5600-0				79.17
			<b>Warrant Total</b>		<b>\$79.17</b>
660118	R97	091763	Flores, Ellen		
	01-6500-260-5770-1120-3902-5600-0				79.17
			<b>Warrant Total</b>		<b>\$79.17</b>



Report Date: 08/27/2014

**Commercial Warrant Listing**  
**For Warrants Dated 08/27/2014 to 08/27/2014**

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #			Description	
660119	R97	091771	ALVAREZ, ROXIE M.		
			01-0000-260-0000-8200-3902-5600-0		95.25
			01-8150-260-0000-8110-3902-5600-0		95.25
			<b>Warrant Total</b>		<b>\$190.50</b>
660120	R97	091796	Martin, Cathy		
			01-6500-260-5770-1110-3902-5600-0		114.58
			<b>Warrant Total</b>		<b>\$114.58</b>
660121	R97	091818	Mccullough, Linda Kay		
			13-5310-260-0000-3700-3902-5600-0		103.13
			<b>Warrant Total</b>		<b>\$103.13</b>
660122	R97	091819	Roes, Betty		
			13-5310-260-0000-3700-3902-5600-0		85.42
			<b>Warrant Total</b>		<b>\$85.42</b>
660123	R97	091822	Magos, Rosa		
			01-0000-260-0000-7400-3902-5600-0		193.50
			<b>Warrant Total</b>		<b>\$193.50</b>
660124	R97	091846	Molina, Delia		
			01-6500-260-5770-1110-3902-5600-0		106.25
			<b>Warrant Total</b>		<b>\$106.25</b>
660125	R97	091886	Hobbs, Nancy		
			01-0000-260-0000-2700-3902-5600-0		206.25
			<b>Warrant Total</b>		<b>\$206.25</b>
660126	R97	091890	Martin, Roberta		
			01-0000-260-0000-3600-3902-5600-0		143.75
			<b>Warrant Total</b>		<b>\$143.75</b>
660127	R97	091950	Bitter, Connie		
			01-0000-260-0000-7700-3902-5600-0		225.75
			<b>Warrant Total</b>		<b>\$225.75</b>
660128	R97	091957	Tucker, Coleen		
			13-5310-260-0000-3700-3902-5600-0		66.67
			<b>Warrant Total</b>		<b>\$66.67</b>
660129	R97	091970	Morgan, Janet		
			01-0000-260-0000-7150-3902-5600-0		109.38
			<b>Warrant Total</b>		<b>\$109.38</b>
660130	R97	092006	Reed, Vivian		
			01-0000-260-0000-7300-3902-5600-0		116.25
			<b>Warrant Total</b>		<b>\$116.25</b>
660131	R97	092007	Rohl, Sheila		
			01-0000-260-0000-2700-3902-5600-0		188.38
			<b>Warrant Total</b>		<b>\$188.38</b>
660132	R97	092109	Meraz, Jose		
			01-0000-260-0000-8210-3902-5600-0		123.00
			<b>Warrant Total</b>		<b>\$123.00</b>

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**Commercial Warrant Listing**  
**For Warrants Dated 08/27/2014 to 08/27/2014**

Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
660133	R97	092129	Castro, Maria		
		01-0000-260-1110-1000-3902-5600-0			133.33
				<b>Warrant Total</b>	<b>\$133.33</b>
660134	R97	092141	Elrod, Judy		
		01-0000-260-0000-2700-3902-5600-0			187.00
				<b>Warrant Total</b>	<b>\$187.00</b>
660135	R97	092142	Lee, Marlene		
		01-6500-260-5770-1120-3902-5600-0			132.29
				<b>Warrant Total</b>	<b>\$132.29</b>
660136	R97	092145	Buentello, Jose A.		
		01-0000-260-0000-8210-3902-5600-0			103.50
				<b>Warrant Total</b>	<b>\$103.50</b>
660137	R97	092146	Sanchez, Teresa		
		01-0000-260-1110-1000-3902-5600-0			150.00
				<b>Warrant Total</b>	<b>\$150.00</b>
660138	R97	092148	Fisher, Elaine D.		
		01-0000-260-0000-2700-3902-5600-0			130.63
				<b>Warrant Total</b>	<b>\$130.63</b>
660139	R97	092174	Fischer, Diane K.		
		01-0000-260-0000-2700-3902-5600-0			207.63
				<b>Warrant Total</b>	<b>\$207.63</b>
660140	R97	092275	Gonzales, Arthur		
		01-0000-260-0000-8220-3902-5600-0			189.00
				<b>Warrant Total</b>	<b>\$189.00</b>
660141	R97	092276	Arter, Joann		
		13-5310-260-0000-3700-3902-5600-0			78.13
				<b>Warrant Total</b>	<b>\$78.13</b>
660142	R97	092293	Harlow, Sharon		
		01-6500-260-5770-1110-3902-5600-0			95.10
				<b>Warrant Total</b>	<b>\$95.10</b>
660143	R97	092295	Jimenez, Lydia		
		01-0000-260-0000-2700-3902-5600-0			152.63
				<b>Warrant Total</b>	<b>\$152.63</b>
660144	R97	092336	Rodriguez, Patricia		
		13-5310-260-0000-3700-3902-5600-0			90.63
				<b>Warrant Total</b>	<b>\$90.63</b>
660145	R97	092337	Fernandez, SanJuanita		
		13-5310-260-0000-3700-3902-5600-0			87.50
				<b>Warrant Total</b>	<b>\$87.50</b>
660146	R97	092338	Emo, Viola		
		01-0000-260-0000-7550-3902-5600-0			174.00
				<b>Warrant Total</b>	<b>\$174.00</b>

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## Madera Unified School District

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Report Date: 08/27/2014

**Commercial Warrant Listing**  
**For Warrants Dated 08/27/2014 to 08/27/2014**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
660147	R97	092352	Thornton, Carl Anthony		
	13-5310-260-0000-3700-3902-5600-0				208.50
			<b>Warrant Total</b>		<b>\$208.50</b>
660148	R97	092417	King, Alvis Reginald		
	01-0000-260-0000-8210-3902-5600-0				229.25
			<b>Warrant Total</b>		<b>\$229.25</b>
660149	R97	000505	Simental, Ramona		
	01-6500-260-5770-1110-3902-5600-0				114.58
			<b>Warrant Total</b>		<b>\$114.58</b>
660150	R97	092535	Rosie Urbano		
	01-0000-260-1110-1000-3902-5600-0				113.54
			<b>Warrant Total</b>		<b>\$113.54</b>
660151	R97	092536	Blanca C. Heredia		
	01-0000-260-1110-2420-3902-5600-0				178.13
			<b>Warrant Total</b>		<b>\$178.13</b>
660152	R97	092543	ROMO, JO ANNA		
	01-0000-260-1110-1000-3902-5600-0				161.46
			<b>Warrant Total</b>		<b>\$161.46</b>
660153	R97	092544	OGLE, MARGARET E.		
	01-0000-260-1110-1000-3902-5600-0				165.63
			<b>Warrant Total</b>		<b>\$165.63</b>
660154	R98	012248	CVT-CALIFORNIA S VALUED TRUST		
	01-0000-000-0000-0000-9514-0000-0		health insurance		2,098,387.41
	01-0000-000-0000-0000-9518-0000-0		health insurance		177,860.97
			<b>Warrant Total</b>		<b>\$2,276,248.38</b>

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## Madera Unified School District

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Report Date: 08/27/2014

**Commercial Warrant Listing**  
**For Warrants Dated 08/27/2014 to 08/27/2014**

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #			Description	Amount
660155	R98	046275-1	PG&E		
		01-0000-260-0000-8200-5520-5600-0			1,297.78
		01-0000-280-0000-3600-4345-6930-0			28.90
		01-0000-280-0000-3600-4345-6930-0			2,495.87
		01-0000-290-0000-8200-5520-0000-0			7,609.74
		01-0000-300-0000-8200-5520-0000-0			1,884.77
		01-0000-310-0000-8200-5520-0000-0			3,154.20
		01-0000-320-0000-8200-5520-0000-0			1,848.52
		01-0000-350-0000-8200-5520-0000-0			796.14
		01-0000-360-0000-8200-5520-0000-0			1,879.50
		01-0000-380-0000-8200-5520-0000-0			326.29
		01-0000-390-0000-8200-5520-0000-0			11,261.84
		01-0000-400-0000-8200-5520-0000-0			10,816.00
		01-0000-420-0000-8200-5520-0000-0			1,863.09
		01-0000-440-0000-8200-5520-0000-0			2,299.98
		01-0000-450-0000-8200-5520-0000-0			1,994.99
		01-0000-455-0000-8200-5520-0000-0			1,580.52
		01-0000-460-0000-8200-5520-0000-0			1,820.54
		01-0000-470-0000-8200-5520-0000-0			6,583.26
		01-0000-490-0000-8200-5520-0000-0			27,342.28
		01-0000-495-0000-8200-5520-0000-0			276.45
		01-0000-520-0000-8200-5520-0000-0			2,379.05
		01-0000-530-0000-8200-5520-0000-0			321.64
		01-0000-570-0000-8200-5520-0000-0			1,914.76
		01-0000-600-0000-8200-5520-0000-0			5,352.22
		01-0000-620-0000-8200-5520-0000-0			3,105.06
		01-0000-630-0000-8200-5520-0000-0			3,038.64
		01-0000-650-0000-8200-5520-0000-0			3,305.19
		01-0000-670-0000-8200-5520-0000-0			4,859.59
		01-0015-260-0000-8200-5520-4090-0			219.56
		01-0015-260-0000-8200-5520-4090-0			288.61
		11-0010-260-4110-8200-5520-0000-0			70.15
		11-0010-260-4110-8200-5520-0000-0			796.14
		12-9226-260-0001-8200-5520-7910-0			61.11
		13-5310-260-0000-8200-5520-0000-0			3,096.45
				<b>Warrant Total</b>	<b>\$115,968.83</b>
660156	R98	046275-1	PG&E		
		01-0000-280-0000-8200-5520-6930-0			52.49
		01-0000-280-0000-8200-5520-6940-0			13.12
		01-0000-560-0000-8200-5520-0000-0			3,169.72
		01-0000-580-0000-8200-5520-0000-0			1,151.51
				<b>Warrant Total</b>	<b>\$4,386.84</b>
660157	R98	944180-1	ALLIED WASTE SERV. #917		
		01-0000-400-0000-8200-5550-0000-0			243.30
				<b>Warrant Total</b>	<b>\$243.30</b>



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**Madera Unified School District**

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Report Date: 08/27/2014

**Commercial Warrant Listing****For Warrants Dated 08/27/2014 to 08/27/2014**

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
660158	R98	944180-2	ALLIED WASTE SVCS #917		
		01-0000-450-0000-8200-5550-0000-0			516.74
		01-0000-490-0000-8200-5550-0000-0			442.87
		01-0000-600-0000-8200-5550-0000-0			240.82
		01-0000-620-0000-8200-5550-0000-0			240.82
			<b>Warrant Total</b>		<b>\$1,441.25</b>
660159	R98	091182-1	COUNTY OF MADERA		
		01-0000-340-0000-8200-5530-0000-0			206.00
		01-0000-340-0000-8200-5530-0000-0	EASTIN		206.00
			<b>Warrant Total</b>		<b>\$412.00</b>
			<b>District Totals</b>	<b>189 Warrants for</b>	<b>\$2,862,985.00</b>

Fund Totals	Amount
01 - General Fund	\$2,746,579.88
11 - Adult Education	\$1,936.29
12 - Child Development	\$142.36
13 - Cafeteria	\$3,895.60
14 - Deferred Maintenance	\$88,330.87
40 - Special Reserve - Cap Outlay	\$20,600.00
73 - Foundation Trust-Scholarship	\$1,500.00
<b>Total</b>	<b>\$2,862,985.00</b>

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

BOARD DATE: 9/23/2014

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	102	-	\$ 1,260.00		
		-	-		\$	1,260.00
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: \$ 747,742.48**

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:

Fiscal Year: 2015

## Madera Unified School District

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Report Date: 09/03/2014

**Commercial Warrant Listing**  
**For Warrants Dated 09/03/2014 to 09/03/2014**

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
660415	R99	029491	HYATT REGENCY		
151373	01-3010-260-0000-2150-5200-4830-5		A.CARILLO		762.48
			<b>Warrant Total</b>		<b>\$762.48</b>
660416	R99	054060-1	SCHOETTLER TIRE INC.		
150251	01-0000-280-0000-3600-5640-6930-0				15.00
150251	01-0000-280-0000-3600-5640-6930-0				241.75
150251	01-0000-280-0000-3600-5640-6930-0				543.58
			<b>Warrant Total</b>		<b>\$800.33</b>
660417	R99	055658	SHERWIN WILLIAMS PAINT CO.		
150375	01-8150-450-0000-8110-4300-0000-0				197.69
150375	01-8150-450-0000-8110-4300-0000-0				395.39
			<b>Warrant Total</b>		<b>\$593.08</b>
660418	R99	060831-1	TESEI PETROLEUM, INC.		
150258	01-0000-280-0000-3600-4341-6930-0				7,306.74
150258	01-0000-280-0000-3600-4345-6930-0				1,315.36
			<b>Warrant Total</b>		<b>\$8,622.10</b>
660419	R99	890963-1	REFRIGERATION SUPPLIES DIST.		
150082	01-8150-450-0000-8110-4300-0000-0				139.59
150082	01-8150-450-0000-8110-4300-0000-0				160.63
150082	01-8150-450-0000-8110-4300-0000-0				181.98
150082	01-8150-450-0000-8110-4300-0000-0				1,377.01
			<b>Warrant Total</b>		<b>\$1,859.21</b>
660420	R99	910002	THE STRINGER		
151277	01-0000-400-1315-4200-4310-0000-0				463.64
			<b>Warrant Total</b>		<b>\$463.64</b>
660421	R99	913230-1	TOTAL FILTRATION SERVICES, INC		
150078	01-8150-450-0000-8110-4300-0000-0				960.08
150078	01-8150-450-0000-8110-4300-0000-0				1,360.28
150078	01-8150-450-0000-8110-4300-0000-0				2,213.44
			<b>Warrant Total</b>		<b>\$4,533.80</b>
660422	R99	931660	SEHI-PROCOMP COMPUTER PRODUCTS		
150969	01-0273-260-5770-1190-4310-6800-0				432.97
			<b>Warrant Total</b>		<b>\$432.97</b>
660423	R99	931660-1	SEHI COMPUTER PRODUCTS INC		
150610	01-0000-260-3800-2100-4485-6070-0				669.60
150902	01-0000-000-0000-0000-9320-0000-0				1,087.13
150944	01-3010-320-1200-1000-4385-4200-5				1,585.87
150965	01-0000-000-0000-0000-9320-0000-0				1,087.13
151069	01-0000-000-0000-0000-9320-0000-0				304.94
151087	01-3010-310-1200-1000-4385-4200-5				1,047.60
			<b>Warrant Total</b>		<b>\$5,782.27</b>
660424	R99	942340	SILVA'S OIL CO.		
150253	01-0000-280-0000-3600-4342-6930-0				25,211.80
			<b>Warrant Total</b>		<b>\$25,211.80</b>



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660425	R99	957560	RANDIK		
150688	01-0000-000-0000-0000-9320-0000-0				183.51
150894	01-0000-000-0000-0000-9320-0000-0				410.30
150894	01-0000-000-0000-0000-9320-0000-0				664.20
150894	01-0000-000-0000-0000-9320-0000-0				789.04
				<b>Warrant Total</b>	<b>\$2,047.05</b>
660426	R99	970120-1	SCHOOL SPECIALTY INC.		
150842	01-6500-260-5770-1110-4310-0000-0				99.48
				<b>Warrant Total</b>	<b>\$99.48</b>
660427	R99	980880-2	California School Boards Association		
150364	01-0000-260-0000-7150-5200-6900-0				534.00
150365	01-0015-260-0000-7180-5200-6910-0				534.00
				<b>Warrant Total</b>	<b>\$1,068.00</b>
660428	R99	090042	ROSENBALM ROCKERY		
150230	01-0000-450-0000-8220-4300-0000-0				70.85
150230	01-0000-450-0000-8220-4300-0000-0				96.12
150230	01-0000-450-0000-8220-4300-0000-0				96.12
150230	01-0000-450-0000-8220-4300-0000-0				114.48
				<b>Warrant Total</b>	<b>\$377.57</b>
660429	R99	090057	WILCO SUPPLY		
150079	01-8150-450-0000-8110-4300-0000-0				58.08
150079	01-8150-450-0000-8110-4300-0000-0				99.57
150079	01-8150-450-0000-8110-4300-0000-0				128.45
150079	01-8150-450-0000-8110-4300-0000-0				1,006.34
150079	01-8150-450-0000-8110-4300-0000-0				2,310.26
				<b>Warrant Total</b>	<b>\$3,602.70</b>
660430	R99	090068-1	UNIVERSAL SPECIALITIES INC		
150077	01-8150-450-0000-8110-4300-0000-0				499.59
150077	01-8150-450-0000-8110-4300-0000-0				499.59
150077	01-8150-450-0000-8110-4300-0000-0				648.49
				<b>Warrant Total</b>	<b>\$1,647.67</b>
660431	R99	090072-1	UNISOURCE WORLDWIDE INC		
150100	01-8150-450-0000-8110-4300-0000-0				26.35
150880	01-0000-000-0000-0000-9320-0000-0				108.80
151221	01-0000-000-0000-0000-9320-0000-0				1,799.88
				<b>Warrant Total</b>	<b>\$1,935.03</b>
660432	R99	090076	TARGET SPECIALTY PRODUCTS		
150227	01-0000-450-0000-8220-4300-0000-0				29.26
150227	01-0000-450-0000-8220-4300-0000-0				99.25
150227	01-0000-450-0000-8220-4300-0000-0				754.06
				<b>Warrant Total</b>	<b>\$882.57</b>
660433	R99	090077	TORRES FENCE CO., INC		
150098	01-8150-450-0000-8110-4300-0000-0				533.64
				<b>Warrant Total</b>	<b>\$533.64</b>

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PO #	Account #		Description		
660434	R99	893590	SUNNYSIDE HIGH SCHOOL		
151317	01-0045-400-1315-4200-5808-0000-0				286.00
151319	01-0045-400-1315-4200-5808-0000-0				303.00
			<b>Warrant Total</b>		<b>\$589.00</b>
660435	R99	891420	Wm. B. Saleh Co.		
150760	14-0010-300-0000-8500-6200-0000-0				26,699.00
			<b>Warrant Total</b>		<b>\$26,699.00</b>
660436	R99	896960	SPARKLETTES		
150650	01-0000-260-0000-7200-5650-6000-0				249.75
			<b>Warrant Total</b>		<b>\$249.75</b>
660437	R99	090504	UNICOM SYSTEMS, INC		
150971	01-3010-620-1200-2495-4300-4840-5				1,303.26
			<b>Warrant Total</b>		<b>\$1,303.26</b>
660438	R99	068473-1	VIRCO INC		
150432	01-6500-260-5770-1110-4310-0000-0				2,156.36
150432	01-6500-260-5770-1110-4400-0000-0				505.02
			<b>Warrant Total</b>		<b>\$2,661.38</b>
660439	R99	090565-1	US AIRCONDITIONING DISTRIBUTORS, INC		
150099	01-8150-450-0000-8110-4300-0000-0				461.45
			<b>Warrant Total</b>		<b>\$461.45</b>
660440	R99	090647	SALINAS HIGH TRACK & FIELD		
151297	01-0045-400-1315-4200-5808-0000-0				392.00
			<b>Warrant Total</b>		<b>\$392.00</b>
660441	R99	090740	Roth Crane Service, Inc.		
150648	01-8150-450-0000-8110-5800-0000-0				203.00
			<b>Warrant Total</b>		<b>\$203.00</b>
660442	R99	091189-1	SALEM ENGINEERING GROUP		
150679	14-0010-455-0000-8500-6170-0000-0				1,255.00
			<b>Warrant Total</b>		<b>\$1,255.00</b>
660443	R99	091440	Reedley High School		
151296	01-0045-400-1315-4200-5808-0000-0				240.00
			<b>Warrant Total</b>		<b>\$240.00</b>
660444	R99	091494-1	U.S. TOY CO/CONSTRUCTIVE PLAYTHINGS		
150843	01-6500-260-5770-1110-4310-0000-0				286.53
			<b>Warrant Total</b>		<b>\$286.53</b>
660445	R99	091761	SteamRite Carpet and Upholstery Cleaning		
150758	01-8150-450-0000-8110-5800-0000-0				95.00
150758	01-8150-450-0000-8110-5800-0000-0				165.00
150758	01-8150-450-0000-8110-5800-0000-0				1,220.00
151003	01-0000-400-0000-8210-5800-0000-0				2,420.00
			<b>Warrant Total</b>		<b>\$3,900.00</b>

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660446	R99	091789-1	TACONY CORPORATION		
150087	01-8150-450-0000-8110-4300-0000-0				156.83
151092	14-0010-340-0000-8110-6400-0000-0				4,678.01
			<b>Warrant Total</b>		<b>\$4,834.84</b>
660447	R99	091794	Scrubber City, Inc.		
150090	01-8150-450-0000-8110-4300-0000-0				73.55
			<b>Warrant Total</b>		<b>\$73.55</b>
660448	R99	091880	Textbook Warehouse		
150309	01-6300-260-1200-1000-4100-6220-0				-5,160.00
150309	01-6300-260-1200-1000-4100-6220-0				80.18
150309	01-6300-260-1200-1000-4100-6220-0				433.73
150309	01-6300-260-1200-1000-4100-6220-0				458.30
150309	01-6300-260-1200-1000-4100-6220-0				987.70
150309	01-6300-260-1200-1000-4100-6220-0				1,237.69
150309	01-6300-260-1200-1000-4100-6220-0				2,403.00
150309	01-6300-260-1200-1000-4100-6220-0				3,056.94
150309	01-6300-260-1200-1000-4100-6220-0				4,413.42
150309	01-6300-260-1200-1000-4100-6220-0				33,233.76
150309	01-6300-260-1200-1000-4100-6220-0				44,003.26
			<b>Warrant Total</b>		<b>\$85,147.98</b>
660449	R99	092198	School Datebooks, Inc.		
150544	01-4124-400-1300-1000-5800-0740-0				601.49
150544	01-4124-400-1300-1000-5800-0742-0				2,156.40
			<b>Warrant Total</b>		<b>\$2,757.89</b>
660450	R99	092212-1	WECO SUPPLY CO		
151199	01-0000-490-1305-1000-4310-0000-0				264.60
			<b>Warrant Total</b>		<b>\$264.60</b>
660451	R99	092562-1	FRESNO ROTO ROOTER		
151291	01-8150-450-0000-8110-5800-0000-0				1,070.00
			<b>Warrant Total</b>		<b>\$1,070.00</b>
660452	R100	1386	RACHEL ROSARIO DONATELLI		
	01-0000-260-0000-3900-5200-6600-0				111.44
			<b>Warrant Total</b>		<b>\$111.44</b>
660453	R100	2149	JANET SEVOR GROSSNICKLAUS		
	01-0000-260-0000-7200-4300-6000-0				22.01
	01-9170-260-0000-2700-4300-6020-0				315.00
			<b>Warrant Total</b>		<b>\$337.01</b>
660454	R100	7138	GEOFF HARDCASTLE		
	01-0000-490-1300-1000-5200-0000-0				438.37
			<b>Warrant Total</b>		<b>\$438.37</b>
660455	R100	2308	CINDY HENARD		
	01-0000-260-0000-2420-5200-6240-0				39.87
			<b>Warrant Total</b>		<b>\$39.87</b>



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660456	R100	3049	JOAN SAMARA LOQUACI		
		01-0000-000-0000-0000-9518-0000-0			1,472.26
			<b>Warrant Total</b>		<b>\$1,472.26</b>
660457	R100	10551	REBECCA MALMO		
		01-0000-260-0000-2420-5200-6240-0			45.92
			<b>Warrant Total</b>		<b>\$45.92</b>
660458	R100	10665	JAMIE SMITH		
		01-0000-260-0000-2420-5200-6240-0			22.46
			<b>Warrant Total</b>		<b>\$22.46</b>
660459	R101	044898-4	OFFICE DEPOT		
150122		01-0000-260-0000-7400-4300-5260-0			69.90
150123		01-3010-260-0000-2150-4300-0000-5			-12.41
150123		01-3010-260-0000-2150-4300-0000-5			123.02
150124		01-6500-260-5770-1190-4300-0000-0			754.26
150137		01-8150-450-0000-8110-4300-0000-0			912.60
150141		01-0000-280-0000-3600-4300-6930-0			1,336.91
150141		01-0000-280-0000-3600-4300-6940-0			2,228.19
150142		01-0000-260-0000-7150-4300-6100-0			441.90
150143		01-0000-260-0000-7200-4300-6000-0			222.55
150144		01-0000-260-0000-7150-4300-6900-0			175.27
150273		01-0000-260-0000-3160-4300-6040-0			433.13
150299		01-0000-260-0000-3900-4300-6600-0			2,008.06
150327		01-0000-460-1200-1000-4310-0000-0			1,630.67
150333		01-0000-580-1200-2700-4300-0000-0			3,469.75
150335		01-0000-470-1200-1000-4310-0000-0			1,714.57
150339		01-0000-300-1200-1000-4310-0000-0			2,530.40
150360		01-0000-260-0000-7510-4300-5100-0			554.57
150361		01-0000-260-0000-7530-4300-5800-0			90.83
150423		01-0000-260-0000-7400-4300-5250-0			986.51
150435		01-0000-260-0000-7700-4300-5050-0			737.59
150437		01-3061-260-4850-1000-4310-4600-0			90.05
150438		01-3061-260-4850-1000-4310-4600-0			60.87
150440		01-3061-260-4850-1000-4310-4600-0			63.69
150447		01-3061-260-4850-1000-4310-4600-0			144.32
150448		01-3061-260-4850-1000-4310-4600-0			90.95
150450		01-3061-260-4850-1000-4310-4600-0			90.39
150473		01-3061-260-4850-1000-4310-4600-0			50.26
150475		01-0000-260-0000-7330-4300-5550-0			437.88
150476		01-0000-400-1331-1000-4310-0000-0			-51.83
150476		01-0000-400-1331-1000-4310-0000-0			201.15
150484		01-0000-620-1200-1000-4310-0000-0			902.79
150633		12-6105-260-0001-2100-4300-0000-0			-26.72
150753		01-0000-260-0000-7700-4400-5050-0			2,122.20
150823		01-0000-630-1200-1000-4310-0000-0			142.27
			<b>Warrant Total</b>		<b>\$24,726.54</b>



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660460	R101	044898-4	OFFICE DEPOT		
150477	01-6500-260-5770-1110-4310-0000-0				274.54
150479	01-0000-260-0000-7300-4300-5550-0				72.64
150482	01-0000-440-1200-1000-4310-0000-0				1,458.67
150498	01-0000-600-1200-1000-4310-0000-0				981.91
150499	01-0000-600-1200-2700-4300-0000-0				2,015.38
150511	01-0000-400-1300-1000-4310-4090-0				95.21
150531	01-0000-490-1315-4200-4310-0000-0				122.06
150614	01-0000-000-0000-0000-9320-0000-0				123.93
150615	01-0000-520-1200-1000-4310-0000-0				4,769.54
150619	01-3725-490-1300-1000-4310-0000-4				369.86
150635	01-0000-000-0000-0000-9320-0000-0				1,096.20
150699	01-0000-490-1300-2700-4300-0000-0				299.66
150723	01-6500-260-5770-1110-4310-0000-0				274.54
			<b>Warrant Total</b>		<b>\$11,954.14</b>
660461	R102	012080	CENTRAL JANITOR'S SUPPLY CO.		
150756	01-0000-000-0000-0000-9320-0000-0				487.30
			<b>Warrant Total</b>		<b>\$487.30</b>
660462	R102	012241	CENTRAL VALLEY TRUCK CENTER		
150161	01-0000-000-0000-0000-9322-0000-0				20.97
150161	01-0000-000-0000-0000-9322-0000-0				26.89
150161	01-0000-000-0000-0000-9322-0000-0				89.08
150161	01-0000-000-0000-0000-9322-0000-0				99.01
150161	01-0000-000-0000-0000-9322-0000-0				115.99
150161	01-0000-000-0000-0000-9322-0000-0				333.04
150161	01-0000-000-0000-0000-9322-0000-0				372.28
150161	01-0000-000-0000-0000-9322-0000-0				545.42
			<b>Warrant Total</b>		<b>\$1,602.68</b>
660463	R102	022600	47TH PLACE CARPET SHOP		
150233	01-0000-450-0000-8220-5800-0000-0				315.00
150233	01-0000-450-0000-8220-5800-0000-0				350.00
			<b>Warrant Total</b>		<b>\$665.00</b>
660464	R102	914760	CRS INCORPORATED		
151407	01-0000-260-0000-7400-5800-5250-0				2,196.64
			<b>Warrant Total</b>		<b>\$2,196.64</b>
660465	R102	928990	CALIFORNIA DEPARTMENT OF JUSTICE		
151082	01-0000-260-0000-7400-5842-5250-0		july fingerprinting		2,166.00
			<b>Warrant Total</b>		<b>\$2,166.00</b>
660466	R102	931490	ELECTRONIX		
150487	01-0015-390-1200-1000-4310-7340-0				238.60
150487	01-0015-390-1200-1000-4310-7340-0				522.95
150647	01-0015-560-1200-1000-4310-7340-0				374.10
150647	01-0015-560-1200-1000-4310-7340-0				730.05
			<b>Warrant Total</b>		<b>\$1,865.70</b>

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660467	R102	934910-1	CDW GOVERNMENT, INC		
151045	01-3010-320-1200-1000-4485-4200-5				4,082.40
151070	01-0000-000-0000-0000-9320-0000-0				70.20
151070	01-0000-000-0000-0000-9320-0000-0				70.20
151070	01-0000-000-0000-0000-9320-0000-0				118.80
<b>Warrant Total</b>					<b>\$4,341.60</b>
660468	R102	937140-1	ENVIROCLEAN SANITATION SUPPLY		
151065	01-0000-000-0000-0000-9320-0000-0				862.27
151201	01-0000-455-0000-8210-4300-0000-0				270.00
<b>Warrant Total</b>					<b>\$1,132.27</b>
660469	R102	941530	ATKINSON, ANDELSON, LOYA,		
150457	01-0000-260-0000-7200-5840-5600-0				12,771.67
150457	01-0000-260-0000-7400-5840-5260-0				157.50
150457	01-0510-260-0000-7200-5840-9910-0				6,562.50
150457	11-0010-260-4110-2700-5840-0000-0				157.50
<b>Warrant Total</b>					<b>\$19,649.17</b>
660470	R102	971140	BLAIR, CHURCH & FLYNN		
151008	35-9270-600-0000-8500-6160-0000-0				630.00
151008	35-9270-620-0000-8500-6160-0000-0				630.00
<b>Warrant Total</b>					<b>\$1,260.00</b>
660471	R102	977640	FOCUS PACKAGING		
150877	01-0000-000-0000-0000-9320-0000-0				283.50
<b>Warrant Total</b>					<b>\$283.50</b>
660472	R102	998620-1	DELL MARKETING L.P.		
150714	01-9010-390-1200-1000-4485-5090-0				5,690.06
150714	01-9010-390-1200-1000-4485-5090-0				22,760.25
150714	01-9010-390-1200-1000-4485-5090-0				22,760.25
150714	01-9010-560-1200-1000-4485-5090-0				5,690.06
150714	01-9010-560-1200-1000-4485-5090-0				22,760.25
150714	01-9010-560-1200-1000-4485-5090-0				22,760.25
150714	01-9010-600-1200-1000-4485-5090-0				5,690.06
150714	01-9010-600-1200-1000-4485-5090-0				22,760.25
150714	01-9010-600-1200-1000-4485-5090-0				22,760.25
<b>Warrant Total</b>					<b>\$153,631.68</b>
660473	R102	090010	ASSOCIATED COMPRESSOR & EQUIPMENT		
150152	01-0000-280-0000-3600-5640-6930-0				970.60
<b>Warrant Total</b>					<b>\$970.60</b>
660474	R102	090048	CHARLES MC MURRY CO		
150093	01-8150-450-0000-8110-4300-0000-0				176.86
<b>Warrant Total</b>					<b>\$176.86</b>
660475	R102	090096	AXIOM ADVISORS & CONSULTANTS		
151322	01-0510-260-0000-3130-5885-0000-0		truancy hunter 14-15		43,839.00
<b>Warrant Total</b>					<b>\$43,839.00</b>

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660476	R102	013917	CLOVIS WEST HIGH		
151315	01-0045-400-1315-4200-5808-0000-0		golden eagle invitational		180.00
			<b>Warrant Total</b>		<b>\$180.00</b>
660477	R102	013903	CLOVIS HIGH SCHOOL		
151379	01-0045-400-1315-4200-5808-0000-0		corss country		418.00
151386	01-0045-400-1315-4200-5808-0000-0		volleyball		700.00
			<b>Warrant Total</b>		<b>\$1,118.00</b>
660478	R102	090192	CLOVIS EAST HIGH SCHOOL		
151318	01-0045-400-1315-4200-5808-0000-0		jv water polo		250.00
			<b>Warrant Total</b>		<b>\$250.00</b>
660479	R102	090474	FRESNO HIGH SCHOOL		
151316	01-0045-400-1315-4200-5808-0000-0		girls polo		300.00
			<b>Warrant Total</b>		<b>\$300.00</b>
660480	R102	090597	EAST BAKERSFIELD HIGH SCHOOL		
151381	01-0045-400-1315-4200-5808-0000-0		cross country		150.00
			<b>Warrant Total</b>		<b>\$150.00</b>
660481	R102	090893-1	BUSWEST		
150160	01-0000-000-0000-0000-9322-0000-0				449.45
150160	01-0000-000-0000-0000-9322-0000-0				550.90
150160	01-0000-000-0000-0000-9322-0000-0				1,183.53
			<b>Warrant Total</b>		<b>\$2,183.88</b>
660482	R102	091868	Drumrights Office Supplies		
150750	01-0000-600-1200-2700-4300-0000-0				266.42
150750	01-0000-600-1200-2700-4300-0000-0				1,492.23
150750	01-1100-600-1200-1000-4310-6500-0				221.95
150750	01-1100-600-1200-1000-4310-6500-0				1,243.15
			<b>Warrant Total</b>		<b>\$3,223.75</b>
660483	R102	091942-1	E3 FIRE SOLUTIONS		
150290	01-8150-450-0000-8110-5800-0000-0				2,270.00
150290	01-8150-450-0000-8110-5800-0000-0				2,640.00
150291	01-8150-450-0000-8110-5800-0000-0				2,065.00
150291	01-8150-450-0000-8110-5800-0000-0				2,150.00
			<b>Warrant Total</b>		<b>\$9,125.00</b>
660484	R102	092054	The DBQ Project		
150898	01-3010-560-1200-1000-4200-4250-5				4,374.00
			<b>Warrant Total</b>		<b>\$4,374.00</b>
660485	R102	092166	CMAC		
151294	01-0045-400-1315-4200-5300-0000-0		dues		650.00
151295	01-0045-400-1315-4200-5800-0000-0		dinner		567.00
			<b>Warrant Total</b>		<b>\$1,217.00</b>
660486	R102	092173	El Capitan High School		
151320	01-0045-400-1315-4200-5808-0000-0		girls water polo		275.00
			<b>Warrant Total</b>		<b>\$275.00</b>



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660487	R102	092190	Bret Harte Union High School		
151382	01-0045-400-1315-4200-5808-0000-0		cross country		180.00
			<b>Warrant Total</b>		<b>\$180.00</b>
660488	R102	092464-1	AMS. NET		
150981	01-0000-260-0000-7700-5800-5050-0				2,500.00
151071	01-7405-260-0000-7700-6485-0000-0				2,881.98
151071	01-7405-260-0000-7700-6485-0000-0				38,315.10
			<b>Warrant Total</b>		<b>\$43,697.08</b>
660489	R102	092546	CASTO Membership		
151010	01-0000-280-0000-3600-5300-6940-0		pina,robin		45.00
151010	01-0000-280-0000-3600-5300-6940-0		griffin,travis		60.00
			<b>Warrant Total</b>		<b>\$105.00</b>
660490	R102	092565	CSM Consulting, Inc.		
151326	01-0000-260-0000-7200-5885-5600-0				4,395.00
			<b>Warrant Total</b>		<b>\$4,395.00</b>
660491	R102	092567	CASA of Fresno-Madera Counties		
151354	01-0595-260-0000-7200-5800-5600-0		crab feed		800.00
			<b>Warrant Total</b>		<b>\$800.00</b>
660492	R102	092568-1	BLACKBOARD		
151363	01-3010-260-1110-2495-5885-0000-5				33,424.92
			<b>Warrant Total</b>		<b>\$33,424.92</b>
660493	R103	046275-1	PG&E		
	01-0000-260-0000-8200-5520-5600-0				12.60
	01-0000-280-0000-8200-5520-6930-0				47.32
	01-0000-280-0000-8200-5520-6940-0				11.83
	01-0000-290-0000-8200-5520-0000-0				168.20
	01-0000-360-0000-8200-5520-0000-0				2,693.86
	01-0000-380-0000-8200-5520-0000-0				2,253.23
	01-0000-470-0000-8200-5520-0000-0				7,210.30
	01-0000-530-0000-8200-5520-0000-0				363.49
	01-0000-560-0000-8200-5520-0000-0				108.72
	01-0000-630-0000-8200-5520-0000-0				7.84
	01-0000-650-0000-8200-5520-0000-0				35.77
	01-0000-670-0000-8200-5520-0000-0				3,691.04
	12-9226-260-0001-8200-5520-7910-0				100.98
			<b>Warrant Total</b>		<b>\$16,705.18</b>
660494	R103	059174	SUBURBAN PROPANE		
	01-0000-310-0000-8200-5515-0000-0				903.59
	01-0000-320-0000-8200-5515-0000-0				796.89
	01-0000-340-0000-8200-5515-0000-0				1,397.23
	01-0000-360-0000-8200-5515-0000-0				734.34
	01-0000-380-0000-8200-5515-0000-0				1,190.60
	01-0000-450-0000-8200-5515-0000-0				377.09
	01-0000-490-1305-8200-5515-0000-0				376.79
			<b>Warrant Total</b>		<b>\$5,776.53</b>

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660495	R103	978730	DEPARTMENT OF SOCIAL SERVICES		
	12-6105-260-0001-2100-5880-0000-0		203801342		220.00
			<b>Warrant Total</b>		<b>\$220.00</b>
660496	R103	091194	Shell Energy North American(US), L.P.		
	01-0000-260-0000-8200-5520-5600-0				2,745.64
	01-0000-280-0000-8200-5520-6930-0				1,582.28
	01-0000-280-0000-8200-5520-6940-0				395.57
	01-0000-290-0000-8200-5520-0000-0				2,277.96
	01-0000-300-0000-8200-5520-0000-0				1,415.02
	01-0000-310-0000-8200-5520-0000-0				2,047.52
	01-0000-320-0000-8200-5520-0000-0				1,134.68
	01-0000-350-0000-8200-5520-0000-0				424.09
	01-0000-360-0000-8200-5520-0000-0				1,601.84
	01-0000-380-0000-8200-5520-0000-0				1,432.59
	01-0000-390-0000-8200-5520-0000-0				7,520.62
	01-0000-400-0000-8200-5520-0000-0				8,564.59
	01-0000-420-0000-8200-5520-0000-0				1,214.72
	01-0000-440-0000-8200-5520-0000-0				1,730.92
	01-0000-450-0000-8200-5520-0000-0				1,188.34
	01-0000-455-0000-8200-5520-0000-0				1,249.58
	01-0000-460-0000-8200-5520-0000-0				1,361.49
	01-0000-470-0000-8200-5520-0000-0				4,873.65
	01-0000-490-0000-8200-5520-0000-0				22,827.29
	01-0000-520-0000-8200-5520-0000-0				1,736.49
	01-0000-530-0000-8200-5520-0000-0				221.70
	01-0000-560-0000-8200-5520-0000-0				2,353.48
	01-0000-570-0000-8200-5520-0000-0				1,252.25
	01-0000-580-0000-8200-5520-0000-0				987.93
	01-0000-600-0000-8200-5520-0000-0				4,332.30
	01-0000-620-0000-8200-5520-0000-0				2,541.08
	01-0000-630-0000-8200-5520-0000-0				2,418.37
	01-0000-650-0000-8200-5520-0000-0				2,856.38
	01-0000-670-0000-8200-5520-0000-0				3,154.30
	11-0010-260-4110-8200-5520-0000-0				51.20
	11-0010-260-4110-8200-5520-0000-0				424.09
	12-9226-260-0001-8200-5520-7910-0				40.86
	13-5310-260-0000-8200-5520-0000-0				2,597.88
			<b>Warrant Total</b>		<b>\$90,556.70</b>
660497	R104	075208	MADERA UNIFIED PETTY CASH ACCT		
	11-0010-260-4110-2700-5800-7700-0		MERCH FEE		104.89
			<b>Warrant Total</b>		<b>\$104.89</b>
660498	R105	026076-1	GRAINGER		
151086	01-0000-000-0000-0000-9320-0000-0				547.24
			<b>Warrant Total</b>		<b>\$547.24</b>

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660499	R105	030735	Harris School Solutions		
151109	11-0010-260-4110-1000-5885-0000-0				3,507.57
151109	11-3555-260-4110-1000-5885-0000-0				701.51
151109	11-3905-260-4110-1000-5885-0000-0				1,753.78
151109	11-6015-260-4620-1000-5885-0000-0				1,052.27
			<b>Warrant Total</b>		<b>\$7,015.13</b>
660500	R105	033550	LAKESHORE CURRICULUM MAT CO		
150722	01-6500-260-5770-1110-4310-0000-0				980.28
150836	01-6500-260-5770-1110-4310-0000-0				1,124.22
150837	01-6500-260-5770-1110-4310-0000-0				737.59
150844	01-6500-260-5770-1110-4310-0000-0				810.98
			<b>Warrant Total</b>		<b>\$3,653.07</b>
660501	R105	042738-1	NASCO MODESTO		
151149	01-0000-400-1310-1000-4310-0000-0				178.63
			<b>Warrant Total</b>		<b>\$178.63</b>
660502	R105	917720	MRB ENTERPRISES		
150422	01-0000-490-0000-8110-5630-0000-0				6,451.00
			<b>Warrant Total</b>		<b>\$6,451.00</b>
660503	R105	918390-1	THE MARKERBOARD PEOPLE		
150920	01-3010-620-1200-1000-4310-4200-5				378.00
			<b>Warrant Total</b>		<b>\$378.00</b>
660504	R105	936740-1	HARCOURT OUTLINES, INC		
150585	01-0000-490-1300-2420-5800-0000-0				157.60
			<b>Warrant Total</b>		<b>\$157.60</b>
660505	R105	995890	IMAGE 2000		
150420	01-0170-260-0000-7530-4400-6540-0				2,160.00
			<b>Warrant Total</b>		<b>\$2,160.00</b>
660506	R105	999054	GOLDEN VALLEY HIGH SCHOOL		
151385	01-0045-400-1315-4200-5808-0000-0				675.00
			<b>Warrant Total</b>		<b>\$675.00</b>
660507	R105	087119-1	HARLAND TECHNOLOGY SERVICES		
151108	11-0010-260-4110-1000-5650-0000-0				775.35
			<b>Warrant Total</b>		<b>\$775.35</b>
660508	R105	893610	MONACHE HIGH SCHOOL		
151377	01-0045-400-1315-4200-5808-0000-0				180.00
			<b>Warrant Total</b>		<b>\$180.00</b>
660509	R105	090259	KINGSBURG HIGH SCHOOL		
151378	01-0045-400-1315-4200-5808-0000-0				180.00
			<b>Warrant Total</b>		<b>\$180.00</b>
660510	R105	090375	MADERA SOUTH HIGH SCHOOL ATHLETICS		
151312	01-0045-400-1315-4200-5808-0000-0				180.00
			<b>Warrant Total</b>		<b>\$180.00</b>



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PO #	Account #		Description		
660511	R105	091807	J's Communications, Inc.		
150646	01-0000-290-1200-1000-4310-0000-0				964.24
150646	01-0000-290-1200-2700-4300-0000-0				964.24
			<b>Warrant Total</b>		<b>\$1,928.48</b>
660512	R105	092168	Pleasant Valley High School		
151409	01-0000-490-1315-4200-5808-0000-0				250.00
			<b>Warrant Total</b>		<b>\$250.00</b>
660513	R105	092423	By GMR, Inc.		
150975	01-0000-490-1315-4200-4310-0000-0				284.00
			<b>Warrant Total</b>		<b>\$284.00</b>
660514	R105	092534	Pin Mart		
150765	01-3725-400-1300-1000-5800-0000-4				555.90
			<b>Warrant Total</b>		<b>\$555.90</b>
660515	R105	092548-1	JOHN WILEY & SONS, INC.		
151061	01-1100-260-1300-1000-4100-6220-0				2,142.14
			<b>Warrant Total</b>		<b>\$2,142.14</b>
660516	R105	092550	JC Signs		
151049	01-9170-380-1200-1000-5800-0000-0				400.00
			<b>Warrant Total</b>		<b>\$400.00</b>
660517	R106	026076-1	GRAINGER		
150216	01-8150-450-0000-8110-4300-0000-0				11.98
			<b>Warrant Total</b>		<b>\$11.98</b>
660518	R106	029179	THE HORN SHOP		
150663	01-0000-400-1355-4100-5640-2320-0				556.44
			<b>Warrant Total</b>		<b>\$556.44</b>
660519	R106	036680	MADERA COMMUNITY HOSPITAL		
150359	01-0000-260-0000-7150-5800-6900-0				242.19
			<b>Warrant Total</b>		<b>\$242.19</b>
660520	R106	047226	PECKS PRINTERY		
150212	01-8150-450-0000-8110-5800-0000-0				46.44
150212	01-8150-450-0000-8110-5800-0000-0				124.20
150212	01-8150-450-0000-8110-5800-0000-0				150.66
			<b>Warrant Total</b>		<b>\$321.30</b>
660521	R106	890785-1	GRAYBAR ELECTRIC CO., INC.		
150217	01-8150-450-0000-8110-4300-0000-0				353.18
			<b>Warrant Total</b>		<b>\$353.18</b>
660522	R106	901890-1	GOTTSCHALK MUSIC CENTER		
150553	01-1100-260-1255-4100-5640-6250-0				3,314.86
			<b>Warrant Total</b>		<b>\$3,314.86</b>
660523	R106	910280	HOLIDAY'S AUTO SPECIALTIES, INC.		
150169	01-0000-280-0000-3600-5640-6930-0				530.53
150169	01-0000-280-0000-3600-5640-6930-0				925.54
			<b>Warrant Total</b>		<b>\$1,456.07</b>

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660524	R106	915490-1	PLATT		
150228	01-0000-450-0000-8200-4300-0000-0				22.68
150228	01-0000-450-0000-8200-4300-0000-0				23.36
150228	01-0000-450-0000-8200-4300-0000-0				24.18
150228	01-0000-450-0000-8200-4300-0000-0				28.90
150228	01-0000-450-0000-8200-4300-0000-0				39.34
150228	01-0000-450-0000-8200-4300-0000-0				69.23
150228	01-0000-450-0000-8200-4300-0000-0				91.22
150228	01-0000-450-0000-8200-4300-0000-0				103.27
150228	01-0000-450-0000-8200-4300-0000-0				115.92
150228	01-0000-450-0000-8200-4300-0000-0				165.27
150228	01-0000-450-0000-8200-4300-0000-0				174.16
150228	01-0000-450-0000-8200-4300-0000-0				350.96
150228	01-0000-450-0000-8200-4300-0000-0				414.90
150228	01-0000-450-0000-8200-4300-0000-0				421.16
150228	01-0000-450-0000-8200-4300-0000-0				687.16
150228	01-0000-450-0000-8200-4300-0000-0				834.34
150228	01-0000-450-0000-8200-4300-0000-0				1,904.76
			<b>Warrant Total</b>		<b>\$5,470.81</b>
660525	R106	935660	LINCOLN EQUIPMENT		
151037	01-0620-490-8100-5000-4310-0000-0				534.27
			<b>Warrant Total</b>		<b>\$534.27</b>
660526	R106	946630	NATIONAL TONER & INK, INC.		
150768	01-0000-490-1300-1000-4310-1580-0				96.12
			<b>Warrant Total</b>		<b>\$96.12</b>
660527	R106	980000	MADERA GLASS & MIRROR CO.		
150192	01-8150-450-0000-8110-4300-0000-0				8.95
150192	01-8150-450-0000-8110-4300-0000-0				68.01
150192	01-8150-450-0000-8110-4300-0000-0				131.00
150192	01-8150-450-0000-8110-4300-0000-0				1,041.94
150192	01-8150-450-0000-8110-5630-0000-0				85.00
150192	01-8150-450-0000-8110-5630-0000-0				95.00
150192	01-8150-450-0000-8110-5630-0000-0				105.00
150192	01-8150-450-0000-8110-5630-0000-0				145.00
			<b>Warrant Total</b>		<b>\$1,679.90</b>
660528	R106	090020-1	LAWSON PRODUCTS		
150179	01-0000-280-0000-3600-4340-6930-0				156.87
			<b>Warrant Total</b>		<b>\$156.87</b>
660529	R106	090058	JOHNSTONE SUPPLY		
150223	01-8150-450-0000-8110-4300-0000-0				89.82
150223	01-8150-450-0000-8110-4300-0000-0				95.69
150223	01-8150-450-0000-8110-4300-0000-0				439.50
			<b>Warrant Total</b>		<b>\$625.01</b>



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660530	R106	090061	Madera Small Engine & Marine Repair		
150207	01-8150-450-0000-8110-4300-0000-0				100.07
150207	01-8150-450-0000-8110-4300-0000-0				158.60
150207	01-8150-450-0000-8110-5640-0000-0				42.50
150207	01-8150-450-0000-8110-5640-0000-0				225.00
<b>Warrant Total</b>					<b>\$526.17</b>
660531	R106	090067-1	PPG ARCHITECTURAL FINISHES		
150224	01-8150-450-0000-8110-4300-0000-0				12.20
150224	01-8150-450-0000-8110-4300-0000-0				35.25
150224	01-8150-450-0000-8110-4300-0000-0				36.60
150224	01-8150-450-0000-8110-4300-0000-0				43.89
150224	01-8150-450-0000-8110-4300-0000-0				51.36
150224	01-8150-450-0000-8110-4300-0000-0				55.10
150224	01-8150-450-0000-8110-4300-0000-0				60.54
150224	01-8150-450-0000-8110-4300-0000-0				92.63
150224	01-8150-450-0000-8110-4300-0000-0				126.73
150224	01-8150-450-0000-8110-4300-0000-0				153.07
150224	01-8150-450-0000-8110-4300-0000-0				395.92
<b>Warrant Total</b>					<b>\$1,063.29</b>
660532	R106	090070-2	MWE		
150106	01-8150-450-0000-8110-4300-0000-0				187.03
<b>Warrant Total</b>					<b>\$187.03</b>
660533	R106	090079-1	GEARY PACIFIC CORP.		
150198	01-8150-450-0000-8110-4300-0000-0				8.38
150198	01-8150-450-0000-8110-4300-0000-0				183.79
150198	01-8150-450-0000-8110-4300-0000-0				363.52
<b>Warrant Total</b>					<b>\$555.69</b>
660534	R106	090080-1	HD SUPPLY FACILITIES MAINT., LTD		
150089	01-8150-450-0000-8110-4300-0000-0				12.93
150089	01-8150-450-0000-8110-4300-0000-0				63.34
150089	01-8150-450-0000-8110-4300-0000-0				69.11
150089	01-8150-450-0000-8110-4300-0000-0				262.46
150089	01-8150-450-0000-8110-4300-0000-0				291.50
150089	01-8150-450-0000-8110-4300-0000-0				374.28
<b>Warrant Total</b>					<b>\$1,073.62</b>
660535	R106	047438-3	JW PEPPER & SON, INC		
150941	01-0000-400-1355-1000-4310-2320-0				113.69
150941	01-0000-400-1355-1000-4310-2320-0				273.91
<b>Warrant Total</b>					<b>\$387.60</b>
660536	R106	897140	MARO'S ALTERATION & EMBROIDERY		
151028	01-3725-400-1300-1000-5800-0000-4				540.00
<b>Warrant Total</b>					<b>\$540.00</b>

Report Date: 09/03/2014

**Commercial Warrant Listing**  
**For Warrants Dated 09/03/2014 to 09/03/2014**

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
660537	R106	091143	GOLF CAR CENTRAL SERVICE		
150213	01-8150-450-0000-8110-4300-0000-0				43.20
150213	01-8150-450-0000-8110-4300-0000-0				49.68
150213	01-8150-450-0000-8110-4300-0000-0				51.84
150213	01-8150-450-0000-8110-4300-0000-0				305.64
150213	01-8150-450-0000-8110-5640-0000-0				45.00
150213	01-8150-450-0000-8110-5640-0000-0				80.00
150213	01-8150-450-0000-8110-5640-0000-0				80.00
150213	01-8150-450-0000-8110-5640-0000-0				90.00
			<b>Warrant Total</b>		<b>\$745.36</b>
660538	R106	091648-1	NORMAN S WRIGHT		
150086	01-8150-450-0000-8110-4300-0000-0				392.17
			<b>Warrant Total</b>		<b>\$392.17</b>
660539	R106	091817	MICHCO		
150092	01-8150-450-0000-8110-4300-0000-0				39.53
			<b>Warrant Total</b>		<b>\$39.53</b>
660540	R106	091856	Knight's Pumping & Portable Services, Inc.		
151328	01-8150-450-0000-8110-5620-0000-0				400.80
			<b>Warrant Total</b>		<b>\$400.80</b>
660541	R106	092119	Link 3 Integration, Inc		
150680	01-0000-260-0000-7700-5800-5050-0				145.80
150841	01-0000-260-0000-3900-4300-6600-0				166.21
			<b>Warrant Total</b>		<b>\$312.01</b>
660542	R106	092151-1	HAJOCA CORP.		
150107	01-8150-450-0000-8110-4300-0000-0				112.19
150107	01-8150-450-0000-8110-4300-0000-0				129.66
150107	01-8150-450-0000-8110-4300-0000-0				232.70
150107	01-8150-450-0000-8110-4300-0000-0				234.81
150107	01-8150-450-0000-8110-4300-0000-0				255.00
			<b>Warrant Total</b>		<b>\$964.36</b>
660543	R106	092494	Highlands Energy Solutions		
150117	01-6230-260-0000-8500-6200-0000-0				3,000.00
			<b>Warrant Total</b>		<b>\$3,000.00</b>
660544	R106	092541-1	GETTY IMAGES		
150940	01-0000-260-1110-1000-5885-5600-0				166.67
			<b>Warrant Total</b>		<b>\$166.67</b>
660545	R107	075208	MADERA UNIFIED PETTY CASH ACCT		
	01-0000-000-0000-0000-9514-0000-0				284.24
	01-0000-000-0000-0000-9551-0000-0				1,574.82
	01-0000-260-0000-7200-5800-5600-0				2.07
	01-0000-260-0000-7200-5800-5600-0				5.23
	01-0000-260-0000-7200-5800-5600-0				116.12
	01-0000-260-0000-7200-5800-5600-0				1,028.60
			<b>Warrant Total</b>		<b>\$3,011.08</b>

Fiscal Year: 2015

## Madera Unified School District

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Report Date: 09/03/2014

**Commercial Warrant Listing**  
**For Warrants Dated 09/03/2014 to 09/03/2014**

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
660546	R108	999054	GOLDEN VALLEY HIGH SCHOOL		
151411	01-0000-490-1315-4200-5808-0000-0				325.00
			<b>Warrant Total</b>		<b>\$325.00</b>
660547	R108	028944	HOOVER HIGH SCHOOL		
151410	01-0000-490-1315-4200-5808-0000-0				200.00
			<b>Warrant Total</b>		<b>\$200.00</b>
660548	R109	999054	GOLDEN VALLEY HIGH SCHOOL		
151412	01-0000-490-1315-4200-5808-0000-0				350.00
			<b>Warrant Total</b>		<b>\$350.00</b>
660549	R109	090216-1	McFARLAND HIGH SCHOOL ASB		
151414	01-0000-490-1315-4200-5808-0000-0				84.00
			<b>Warrant Total</b>		<b>\$84.00</b>
660550	R110	978730	DEPARTMENT OF SOCIAL SERVICES		
140776	12-6105-000-0000-0000-9509-0000-0		203808339		330.00
140776	12-6105-000-0000-0000-9509-0000-0		203808429		330.00
140776	12-6105-000-0000-0000-9509-0000-0		200406454		440.00
140776	12-6105-000-0000-0000-9509-0000-0		200406453		550.00
140776	12-6105-000-0000-0000-9509-0000-0		203808335		575.00
140776	12-6105-000-0000-0000-9509-0000-0		203808493		660.00
140776	12-6105-000-0000-0000-9509-0000-0		200406452		880.00
140776	12-6105-000-0000-0000-9509-0000-0		203801381		1,320.00
			<b>Warrant Total</b>		<b>\$5,085.00</b>
			<b>District Totals</b>	<b>136 Warrants for</b>	<b>\$747,742.48</b>

Fund Totals	Amount
01 - General Fund	\$697,304.31
11 - Adult Education	\$8,528.16
12 - Child Development	\$5,420.12
13 - Cafeteria	\$2,597.88
14 - Deferred Maintenance	\$32,632.01
35 - County School Facilities Fund	\$1,260.00
<b>Total</b>	<b>\$747,742.48</b>