

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

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

**Regular Meeting**

**Tuesday, September 24, 2013**

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

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

**OUR MISSION**

Highest Student Achievement  
Orderly Learning Environment  
Financially Sound and Effective Organization

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

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

**7:00 PM – Public Meeting Begins**

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:** Manal Izbai

**Madera South High:** Jeremiah Lopez

7. **Communications**

A. Student and Staff Recognition

- Presentation of winners of the Association of Mexican American Educators Poster Contest
- Recognition to the Madera County Deputy Sheriff's Association

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

8. **Consent Agenda**

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

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

1. Request Approval of Regular Board Meeting Minutes of September 10, 2013  
[Regular Board Meeting Minutes of September 10, 2013](#) .....9
2. Request Adoption of Resolution #07-2013/14 July 31, 2013 Budget & Expense Transfer Report  
[Agenda Cover and Resolution #07-201314 July 31, 2013 Budget & Expense Transfer Report](#) .....22
3. Request Ratification of Miscellaneous Donations: \$500.00 donation to Berenda Elementary School by Roll Giving; 27 backpacks with school supplies to Dixieland School by Madera County Deputy Sheriff's Association; 96 backpacks with school supplies to Howard School by Madera County Deputy Sheriff's Association; and



86 backpacks with school supplies to La Vina School by Madera County Deputy Sheriff's Association.

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4. Request approval of Amended Service Agreement between Madera Unified School District and Madera County Arts Council (MCAC).

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[Consultant Services Agreement](#) .....30

5. Request approval of ROP Contract Agreement between Madera Unified School District and Fresno Regional Occupational Program (ROP) for the 2013-2014 school year.

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[Agreement](#) .....33

6. Request approval of Memorandum of Understanding for the Community Transformation Grant (CTG) between Madera County Public Health Department (MCPHD) and Madera Unified School District (MUSD) for the 2013-2014 school year.

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[MOU-CTG](#) .....90

7. Request Ratification of Memorandum of Understanding between Madera Unified School District and Educational Resource Consultants (ERC).

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8. Request Approval of Agreement between Madera Unified School District and the Law Office of Kidd P. Crawford (Attorney)

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9. The Governing Board is requested to adopt the findings, conclusions and recommendations related to the possible expulsion or readmission of pupils as these are presented to the board in one or more of the following forms of documentation:

- Reports(s) of Administrative hearing Panel(s)
- Expulsion Status Review Report(s) by the Superintendent's Designee
- Stipulated Expulsion Agreement(s)

The Governing Board is also requested to issue orders consistent with the above referenced findings, conclusions and recommendations related to the possible expulsion or readmission of pupils in the cases of the following students, herein identified by their district-assigned identification numbers: 5120, 502139, 403948, 303882, 17352 and 14760.

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10. Request Approval of July 31, 2013 Student Body Statement of Club Trust Accounts

[Agenda Cover and July 31, 2013 Student Body Statement of Club Trust Accounts](#) .....51

11. Request Approval of July 31, 2013 Financial Report

	<a href="#"><u>Agenda Cover and July 31, 2013 Financial Report</u></a>	.....61
B.	Human Resources Items	
1.	Request Approval of Staffing List <a href="#"><u>Staffing List 09-24-13</u></a>	.....68
<b>9.</b>	<b>Old Business</b>	
A.	Second Reading and approval of revised Board Policies, Administrative Regulations, and Exhibits. <a href="#"><u>Agenda Item Cover</u></a> <a href="#"><u>BP/AR/E Revisions</u></a>	.....69 .....70
B.	Second Reading and Approval of Revised Board Policies and Administrative Regulations <a href="#"><u>Agenda Item Cover</u></a> <a href="#"><u>BP 1330</u></a> <a href="#"><u>AR 1330</u></a> <a href="#"><u>E 1330</u></a> <a href="#"><u>BP 3460</u></a> <a href="#"><u>AR 3460</u></a> <a href="#"><u>BP 3514.1</u></a> <a href="#"><u>AR 3514.1</u></a>	.....148 .....149 .....152 .....155 .....156 .....162 .....166 .....168
C.	Second Reading and Request Approval of revised Board Bylaw 9220 <a href="#"><u>Agenda Item Cover</u></a> <a href="#"><u>BB 9220</u></a>	.....173 .....174
<b>10.</b>	<b>New Business</b>	
A.	Request Adoption of Resolution No. 6-2013/2014 for Textbooks and Instructional Material Compliance & Certification of Provision of Sufficient Standards-Aligned Instructional Materials for Grades K-12. <a href="#"><u>Agenda Item Cover</u></a> <a href="#"><u>2013-14 Resolution No. 6-2013/2014</u></a> <a href="#"><u>K-8 Core Curriculum List</u></a> <a href="#"><u>9-12 Core Curriculum List</u></a>	.....177 .....178 .....180 .....182
B.	Request Approval of Public Disclosure of Collective Bargaining Agreement between Madera Unified School District and Madera Adult Educators for the 2013-2014 School Year <a href="#"><u>Agenda Item Cover</u></a> <a href="#"><u>Public Disclosure MAE</u></a>	.....186 .....187
C.	Request Approval of Salary Increase and Modification to the Health & Welfare Benefits for Non Represented Employees for the 2013-14 School Year <a href="#"><u>Agenda Item Cover</u></a> <a href="#"><u>Public Disclosure Non Represented</u></a>	.....199 .....200
D.	Request Approval of Amendment to Agreement for Employment of District Deputy Superintendent <a href="#"><u>Agenda Item Cover</u></a> <a href="#"><u>Amendment to Agreement</u></a>	.....210 .....211

E.	Request Approval of Commercial Warrant Listing <a href="#">Agenda Cover and Warrant Listing 9-4 through 9-12</a>	.....212
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## 11. Information and Reports

- A. Human Resources
  - Madera Unified School District's Initial Negotiation Proposal to Madera Adult Educators for the 2013-14 School Year
  - Madera Adult Educators Initial Negotiation Proposal to the Madera Unified School District for the 2013-14 School Year
- B. Superintendent's Time

## 12. Announcements

## 13. Miscellaneous

- A. Board Member Committee and Information Reports

## 14. Advanced Planning

### Next Regular Board Meeting

Tuesday, October 8, 2013 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 10<sup>TH</sup> DAY OF SEPTEMBER, 2013**

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 10<sup>th</sup>, 2013**, at 5:30 p.m.

**ROLL CALL**

Ricardo Arredondo, President  
Maria Velarde-Garcia, Clerk

Lynn Cogdill, Trustee – ABSENT  
Robert E. Garibay, Trustee  
Jose Rodriguez, Trustee  
Michael Salvador, Trustee  
Ray G. Seibert, Trustee

Marissa Torres, Student Board Representative, Madera High School  
Jeremiah Lopez, Student Board Representative, Madera South High School

Edward C. González, Superintendent  
Dr. Anthony Monreal, Deputy Superintendent  
Elizabeth Runyon, Chief Academic Officer  
Tracie Green, Director, Human Resources  
Teri Bradshaw, Director, Fiscal Services

Gladys A. Wilson, Senior Administrative Assistant  
Tomas Galvan, Information System Specialist  
Brett Moglia, Safety Officer Supervisor

Curtis Manganaan, Director of Maintenance  
Alma De Luna, Director of English Learners  
Janet Grossnicklaus, Director of Curriculum, Instruction and Assessment  
Rosalind Cox, Director of Facilities, Planning, Construction and Purchasing  
Kent Albertson, Principal, Madera High School

David Holder, MUTA President

There were approximately 30 visitors/District employees in attendance.

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

President Arredondo called the Public Session of the Board of Education to order at 5:30 p.m.  
President Arredondo opened the floor to public comment on any item listed on the Closed Session Agenda.

David Holder, MUTA President, Fresno, addressed item on certificated staff hires and clarification on this item.

Seeing no others come forward, President Arredondo adjourned to Closed Session pursuant to Government Code Sections 54957, 54957.1, and 54957.6, and Education Code Sections 35146, 44951, 48900, and 48918.

**MINUTE RECORD of Madera Unified School District Board of Education  
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**2. Reconvene Public Session/Call to Order Regular Meeting**

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

President Arredondo adjourned the Closed Session at 6:46 p.m. and reconvened the Regular Meeting by calling the Public Session to order at 7:00 p.m. President Arredondo asked Ms. Wilson to call the Roll of Trustees. President Arredondo welcomed the visitors and lead the flag salute. President Arredondo asked Pastor John Pursell of Believers Church to lead the invocation. President Arredondo explained the rules governing the Board meeting. The meeting was recorded on Audio File No. 11-2013/14.

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

President Arredondo announced that the Board had no reportable actions to report.

**5. Adoption of Agenda – Motion No. 29-2013/14**

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

**It was moved by Trustee Salvador, seconded by Trustee Rodriguez, and carried by majority to adopt the Agenda as written.**

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

**6. Student Board Representative Report**

Marissa Torres, Student Board Representative for Madera High School, and Jeremiah Lopez, Student Board Representative for Madera South High each presented highlights of activities at their respective school sites.

**7. Communications**

**A. Public Hearing**

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

- David Holder, MUTA President, Fresno, addressed concerns on the use of restroom facilities at elementary sites, concerns on class size reductions not being implemented at the TK-3 level, concerns not being addressed by district office staff.
- Joshua Thornton, 2817 Holiday Way, Madera, senior at MHS addressed the Board in regards to his Boy Scout Eagle Project on Autism Awareness and activities at different school sites.
- Steve Thornton, 2817 Holiday Way, Madera, thanked MUSD staff for the support to his son Joshua Thornton.

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 10<sup>TH</sup> DAY OF SEPTEMBER, 2013**

**8. Approval of Consent Agenda – Motion No. 30-2013/14**

Document Numbers 62-2013/14 through 74-2013/14

Resolution No. 05-2013/14

Staffing Changes, Exhibit B

Field Trip/Employee Conference Requests, Exhibit C

President Arredondo opened the floor to public comment. Seeing no one come forward, President Arredondo closed public comment and returned the item to the Board.

**It was moved by Trustee Salvador, seconded by Clerk Velarde-Garcia, and carried by majority to approve the Consent Agenda.**

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

Noes: None

Absent: Trustee Cogdill

Abstained: None

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

1. Approval of Regular Board Meeting Minutes of August 27, 2013
2. Approval of Special Board Meeting Minutes of August 30, 2013
3. Adoption of Resolution No.05-2013/14: GANN Limit Calculations for 2012-13 Actuals and 2013-14 Estimated Actuals.

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

Noes: None

Absent: Trustee Cogdill

Abstained: None

**RESOLUTION NO. 05-2013/14**

4. Approval of Miscellaneous Donations: \$102 donation to Madera South High School by PG&E Corp; \$348 donation to Pershing Elementary School by PG&E Corp; Dictionaries for all 3rd grade classes by Elks Madera Lodge No. 1918; \$1,000 donation to La Vina School by Paramount Citrus; and 60 backpacks with school supplies (value \$1,200) for students involved in the Families Transition program donated by Pacific Coast Producers.

**DOCUMENT NO. 62-2013/14**

5. Approval of individual contract agreements between Madera Unified School District and forty (40) approved Supplemental Educational Services (SES) Providers by the California Department of Education.

**DOCUMENT NO. 63-2013/14**

6. Approval to enter into agreement with the University of California, Merced (UC Merced) to conduct data analysis and transcript evaluation services at the

**MINUTE RECORD of Madera Unified School District Board of Education  
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request of Madera Unified School District starting on Sept. 11, 2013 through June 30, 2014.

**DOCUMENT NO. 64-2013/14**

7. Approval to enter into agreement with The Regents of University of California to provide incoming 12th graders with a UC Merced Summer Writing Academy on June 1, 2014 through June 30, 2014.

**DOCUMENT NO. 65-2013/14**

8. Approval to apply for the Target Field Trip Grant for various Elementary School Sites for the 2013/2014 school year.

**DOCUMENT NO. 66-2013/14**

9. Approval of Career Technical Education Advisory Committee Members.

**DOCUMENT NO. 67-2013/14**

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:

- Reports(s) of Administrative hearing Panel(s)
- Expulsion Status Review Report(s) by the Superintendent's Designee
- Stipulated Expulsion Agreement(s)

The Governing Board is also requested to issue orders consistent with the above referenced findings, conclusions and recommendations related to the possible expulsion or readmission of pupils in the cases of the following students, herein identified by their district-assigned identification numbers: 17190, 20293, 5173, 4897, 502452, B-2013/14, 16527, 14833, 203207, 17278, 402817, 15882, 17815, and 15511.

**CONFIDENTIAL DOCUMENT NO. 68-2013/14**

11. Renewal and approval of the Operating Agreement between Ezequiel Tafoya Alvarado Academy (ETAA) Charter School and the Madera Unified School District for July 1, 2013 through June 30, 2018.

**DOCUMENT NO. 69-2013/14**

12. Approval of June 30, 2013 Student Body Statement of Club Trust Accounts.

**DOCUMENT NO. 70-2013/14**

13. Approval of August 2013 Payroll Payment Order

**DOCUMENT NO. 71-2013/14**

**B. Human Resources Items**

1. Approval of Staffing List

**DOCUMENT NO. 72-2013/14**

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

1. Field Trips 8/27/13

**DOCUMENT NO. 73-2013/14**

2. Employee Conference Request 9/10/13

**DOCUMENT NO. 74-2013/14**

**9. New Business**

**MINUTE RECORD of Madera Unified School District Board of Education  
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**7:30 PM PUBLIC HEARING:** School Facility Needs Analysis authorizing the levying of alternative school facility fees on residential development.

President Arredondo opened the Public Hearing at 7:42 p.m. Seeing no one come forward, President Arredondo closed the Public Hearing at 7:43 p.m.

- A. Adoption of Resolution No. 04-2013/2014 that approves the School Facility Needs Analysis authorizing the levying of alternative school facility fees on residential development.

Superintendent González introduced Rosalind Cox, Director of Facilities, Planning, and Construction Management & Purchasing who gave a presentation and answered to question from the Board regarding this item. Kevin Sullivan, representative for School Facility Consultants also answered to questions from the Board.

Prior to calling for a motion, President Arredondo opened the floor to public comment.

The following individuals addressed the issue of developing fees and construction of new homes in Madera.

- Alex Salazar, 924 Noblet, Madera
- Sergio Franco, 1182 Colombard Drive, Madera
- Lucy Salazar, 115 So Granada Drive, Madera
- Mayra Torres, 26292 Pepper Way, Madera also asked the Board to consider reducing the proposed developing fees.

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

Trustees discussed the pros and cons of reducing residential developer fees at length. During the course of the discussion individual trustees stated their position on this item.

**It was moved by Trustee Seibert, seconded by Trustee Garibay, and carried by majority to approve Resolution No. 04-2013/2014 that approves the School Facility Needs Analysis authorizing the levying of alternative school facility fees on residential development.**

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

**MOTION NO. 31-2013/14  
RESOLUTION NO. 04-2013/14**

- B. Approval of Public Disclosure of Collective Bargaining Agreement between Madera Unified School District and Certificated Management Bargaining Association (CMBA) for July 13, 2013-June 30, 2015

President Arredondo opened the item for public comment. Seeing no one, the item was brought back 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 Rodriguez, seconded by Trustee Salvador, and carried by majority to approve the Public Disclosure of Collective Bargaining Agreement between Madera Unified School District and Certificated Management Bargaining Association (CMBA) for July 13, 2013-June 30, 2015**

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

**MOTION NO. 32-2013/14  
DOCUMENT NO. 75-2013/14**

**C. Approval of 2012-13 Financial Reports**

Superintendent González introduced Teri Bradshaw, Director of Fiscal Services who gave a presentation and answered to questions from the Board.

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

**It was moved by Trustee Salvador, seconded by Clerk Velarde-Garcia, and carried by majority to approve the 2012-13 Financial Reports**

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

**MOTION NO. 33-2013/14  
DOCUMENT NO. 76-2013/14**

**D. Request Approval of Commercial Warrant Listing**

Trustee Garibay advised he would be recusing from voting due to a conflict of interest.

President Arredondo opened the item to public comment. Seeing none come forward, the item was brought back to the Board for questions and comments.

**It was moved by Clerk Velarde-Garcia, seconded by Trustee Rodriguez, and carried by majority to approve the Warrant Listing**

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

**MOTION NO. 34-2013/14  
DOCUMENT NO. 77-2013/14**

<p><b>MINUTE RECORD of Madera Unified School District Board of Education</b> <b>REGULAR BOARD MEETING HELD ON THE 10<sup>TH</sup> DAY OF SEPTEMBER, 2013</b></p>
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**10. Information and Report**

**A. Superintendent's Time**

- Superintendent González announced that we commemorate National Day of Service and Remembrance to honor victims of 9/11. Flags will be at half staff.
- Superintendent González announced that Steven Alexander, Director of Technology and Dr. Laura Tanner-McBrien are joining our staff this week.
- Enrollment count is up by 191 students during Week 5 of school.
- Staff will attend the Local Control Funding Formula Workshop facilitated by Madera County Office of Education prior to scheduling a Board Workshop on this subject.

**11. Announcements**

President Arredondo made the following announcements:

- Millview Elementary will be holding a Mexican Fiesta this Thursday, September 12<sup>th</sup> from 6:00 p.m. to 7:00 p.m. Community members and third grade students will be performing.
- Madera South High School Homecoming 2013 Parade will be held on Friday, September 27<sup>th</sup> at 1:30 p.m. More information will be sent to Board members in the next Friday Update.
- Latinas Unidas will hold its annual "Fiesta in the Park" event on October 6<sup>th</sup> at Madera Courthouse Park.

**12. Miscellaneous**

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

- Trustee Salvador informed that on August 29<sup>th</sup> he attended the MCSBA general meeting. He commended the staff for their presentations. Trustee Salvador will be bringing information for Board members and staff to donate to scholarships for our students. Trustee Salvador announced that the next meeting will be held at Golden Valley Unified School District.
- President Arredondo informed that the JBT Tournament was a great success and monies raised at the event will go towards scholarships for our students.

**13. Advanced Planning**

**Next Regular Board Meeting**

Tuesday, September 24, 2013 at 7:00 p.m.

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

A Board Workshop on Local Control Funding Formula will be held on the same afternoon starting at 3:30 p.m. in the Boardroom

**14. Suggested Future Agenda Items**

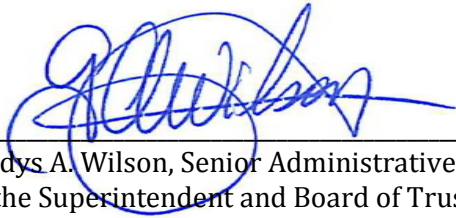
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- Clerk Velarde-Garcia thanked Superintendent González for attending the Cross Country meet this past Saturday.
- Trustee Garibay would like to receive information on the timeline for textbook adoptions and cost in a Friday Update. Trustee Garibay also inquire about the Bonds for COP.

**15. Adjournment**

MOTION NO. 35-2013/14

President Arredondo adjourned the Public Session at 9:24 p.m.



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

Dated: September 10, 2013

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 10<sup>TH</sup> DAY OF SEPTEMBER, 2013**

MINUTES OF SEPTEMBER 10<sup>TH</sup>, 2013  
MOTION NO. 30-2013/14 and MOTION NO. 34-2013/14  
RESOLUTION NO. 05-2013/14  
DOCUMENT NO. 62-2013/14 through DOCUMENT NO. 74-2013/14  
and DOCUMENT NO.77-2013/14

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

**EXHIBIT A - NEW BUSINESS  
APPROVAL OF WARRANTS - MOTION NO. 34-2013/14  
DOCUMENT NO. 74-2013/14**

<b>BUSINESS TRANSACTIONS</b>	
<b>APPROVAL OF COMMERCIAL WARRANTS</b>	
BOARD DATE: September 10, 2013	
<b>FUND</b>	<b>AMOUNT</b>
01 GENERAL FUND	\$551,216.31
11 ADULT EDUCATION	\$1,387.19
12 CHILD DEVELOPMENT	\$415.35
13 CAFETERIA	\$34,669.97
14 DEFERRED MAINTENANCE	\$22,255.90
15 PUPIL TRANS EQUIP	\$0.00
17 STONE SCHLRSHP TRUST	\$0.00
21 BUILDING FUND-BOND PROCEEDS 2003	\$0.00
25 DEVELOPERS' FEES	\$0.00
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	\$500.00
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	\$0.00
67 INSURANCE RESERVE	\$0.00
73 MUSD TRUST FUND	\$2,000.00
74 ATHLETIC FUND	\$0.00
<b>TOTAL ALL FUNDS</b>	<b>\$612,444.72</b>
<b>NO PAYROLL</b>	<b>PAYROLL (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: MELANIE SERROS, ACCOUNTS PAYABLE</b>	
<b>8/29/2013</b>	
<b>BY: JANET PAVLOVICH, POSITION CONTROL</b>	
<b>9/10/2013</b>	

<p align="center"><b>MINUTE RECORD of Madera Unified School District Board of Education</b>  <b>REGULAR BOARD MEETING HELD ON THE 10<sup>TH</sup> DAY OF SEPTEMBER, 2013</b></p>
--

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. 30 -2013/14**  
**DOCUMENT 72-2013/14**

**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. Employee #3686	-----	----	09/01/13	Employee Release

**CERTIFICATED NEW POSITION**

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

**CERTIFICATED EMPLOYMENT**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. George Halladay	Teacher	Jefferson	2013/2014	Replacement
2. Alejandra Guenther	TSA (.46% FTE)	Chavez	2013/2014	Replacement
3. Shardilyn Pehrsson	Teacher	Special Services	2013/2014	Replacement
4. Susan McGuire	TSA	Lincoln	2013/2014	Replacement
5. Delia Alba	Teacher	Jefferson	2013/2014	Replacement

**CERTIFICATED OTHER**

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

<p align="center"><b>MINUTE RECORD of Madera Unified School District Board of Education</b>  <b>REGULAR BOARD MEETING HELD ON THE 10<sup>TH</sup> DAY OF SEPTEMBER, 2013</b></p>
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**EXHIBIT B - CLASSIFIED HUMAN RESOURCES ITEMS**  
**MOTION NO. 30 -2013/14**  
**DOCUMENT 72-2013/14**

**CLASSIFIED LEAVES OF ABSENCE**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Mary Jane Falcon	Secretary	Special Services	08/28/13-09/13/13	Leave of Absence

**CLASSIFIED SEPARATIONS**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Alejandra Santillan	Clerk II	Desmond	08/31/13	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. One position	Human Resources Supervisor	Human Resources	2013/2014	8.00	New Position (General Funding)

**CLASSIFIED EMPLOYMENT**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. Janet Linehan	Accounting Technician IV	Transportation	2013/2014	8.00	Replacement
2. Mark Woods	Paraprofessional Aide (Music- Staff Accompanist)	District	2013/2014	5.00	Replacement

**CLASSIFIED - OTHER**

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

**COACHES**

None

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 10<sup>TH</sup> DAY OF SEPTEMBER, 2013**

**EXHIBIT C – FIELD TRIPS/EMPLOYEE CONFERENCE REQUESTS  
MOTION NO. 30 -2013/14  
DOCUMENT 73-2013/14**

9/21/13 to 9/22/13	MSHS	Parris	Estancia Cross Country Invitational 14 students---3 adults	Costa Mesa, CA	\$150 Transportation  \$500 Lodging	MSHS Athletes  MSHS Athletes	Vans
10/4/13 to 10/5/13	MSHS	Parris	Central Park Cross Country Invitational 14 students---3 adults	Huntington Beach, CA	\$150 Transportation  \$500 Lodging	MSHS Athletes  MSHS Athletes	Vans
10/19/1 3 to 10/20/1 3	MHS	Cappelluti	MHS Band to Band Competition 120 students--- 15 adults	Chino Hills, CA	\$2000 Transportation  \$4400 Lodging	MHS Band  MHS ASB	School Bus
10/27/1 3 to 11/2/13	MSHS	Sheehan	National FFA B.I.G. and Meats Evaluation Contest 10 students---2 adults	Louisville, Kentucky	\$7400 Transportation  \$3000 Lodging	Perkins/FFA  Students/FFA	Airplane / Rental car
10/31/1 3 to 11/1/13	MSHS	Parris	Cross Country Team to Arcadia Cross Country Invitational 14 students---3 adults	Arcadia, CA	\$150 Transportation  \$500 Lodging	MSHS Athletics  MSHS Athletics	Vans
1/10/14 to 1/11/14	MSHS	McKenna	Madera FFA to FFA Vine Pruning Contest 8 students---2 adults	St. Helena, CA	\$100 Transportation  \$400 Lodging	Ag Incentive Grant  FFA ASB Account	Ag Vehicle
2/7/14 to 2/8/14	MSHS	George	Madera FFA to WFM Section Bowl a Thon 40 students---6 adults	Clovis, CA	\$750 Transportation  \$ 0 Lodging	Perkins	Bus
2/14/14 to 2/15/14	MSHS	George	Madera FFA to FFA Made For Excellence	Visalia, CA	\$45 Transportation	MSHS Ag Incentive Grant	Ag Vehicle

<p align="center"><b>MINUTE RECORD of Madera Unified School District Board of Education</b>  <b>REGULAR BOARD MEETING HELD ON THE 10<sup>TH</sup> DAY OF SEPTEMBER, 2013</b></p>
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			4 students---2 adults		\$400 Lodging	MSHS FFA & ASB	
2/21/14 to 2/22/14	MSHS	Williams	Madera FFA to Spring SJ Region FFA Meeting 1 student—1 adult	Lemoore, CA	\$50 Transportation  \$ 0 Lodging	MSHS Ag Incentive Grant	Ag Vehicle

**EMPLOYEE CONFERENCE REQUESTS**

10/27/13 to 11/02/13	MSHS	George/Sheehan	National FFA Convention 2 – MSHS Employees	Louisville, KY	\$5230-Perkins	Airplane / Rental
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## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 24, 2013

**Subject:** Adoption of Resolution #07-2013/2014: July 31, 2013  
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 \$22,404,240 and a projected increase in expense for all funds of \$38,097,970, which reflects allocating the carryover from 2012/13.

The expense and loan transfer resolution represents \$72,506.30 in expense transfers and -0- loan transfers between funds.

**Superintendent's recommendation:**

Superintendent recommends adoption of this resolution.

**Supporting documents attached:**

Budgetary Transfers, Resolution #07-2013/2014  
Income and Expense Budgetary Transfers, by Object, as of July 31, 2013  
Interfund Expense and Loan Transfers, Resolution #-2013/2014  
Cash Transfer Activity July 1, 2013 to July 31, 2013

MADERA UNIFIED SCHOOL DISTRICT  
Madera, California  
BUDGETARY TRANSFERS RESOLUTION #07-2013/14

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 7/1/13 to 7/31/13 are submitted for your approval:

(Worksheet 01)	FUND	07/01/13		July 31, 2013				Projected		Breakdown of Projected			
		07/01/13 Beginning Balance	Net Change In Fund Balance	Adjusted Beginning Balance	Proposed Budget Revisions		Audit Adjustments	Fund Balance Given all Revisions	*Non- Spendable	Restricted	Committed	** Assigned	***Unassigned (includes 3% REU)
					INCOME	EXPENSE							
01 GENERAL	\$	42,124,726	\$ (2,066,047)	\$ 40,058,679	\$ 2,662,135	\$ 4,477,790	\$ -	\$ 38,243,024	670,221	-	-	3,395,005	34,177,797
11 ADULT EDUCATION		758,816	(146,067)	612,749	193,039	213,927		591,861	2,000	-	599,861	-	-
12 CHILD DEVELOPMENT		74,826	-	74,826	15,684	90,510		0	-	0	-	-	-
13 CAFETERIA		5,316,919	468,321	5,785,240	-	-		5,785,240	354,459	5,430,781	-	-	-
14 DEFERRED MAINT.		211,769	179,081	390,850	-	19,664		371,186	-	-	371,186	-	-
17 SP RSVR-OTHER THAN CAPITAL OUTLAY		-	-	-	-	-		-	-	-	-	-	-
21 BUILDING FUND - BOND PROCEEDS		13,669,657	64,250	13,733,907	4,438,556	15,069,750		3,102,713	-	3,102,713	-	-	-
25 DEVELOPER FEES		4,425,817	312,346	4,738,163	-	88,814		4,649,349	-	4,649,349	-	-	-
27 REDEVELOPMENT AGENCY		299,911	1,200	301,111	-	-		301,111	-	301,111	-	-	-
35 COUNTY SCHOOL FACILITIES		3,828,198	14,401	3,842,599	15,094,826	18,057,824		879,601	-	879,601	-	-	-
40 SP RESERVE-CAPITAL OUTLAY		761,145	(28,000)	733,145	-	50,593		682,552	-	682,552	-	-	-
41 SP RESERVE-BUILDING		273,614	1,500	275,114	-	-		275,114	-	275,114	-	-	-
42 SP RESERVE-AG FARM BUILDING		-	-	-	-	-		-	-	-	-	-	-
56 DEBT SERVICE FUND		609,538	2,500	612,038	-	-		612,038	-	612,038	-	-	-
67 SELF INSURANCE FUND		-	-	-	-	-		-	-	-	-	-	-
73 FOUNDATION TRUST-SCHOLAR.		67,748	400	68,148	-	29,098		39,050	-	39,050	-	-	-
75 FOUNDATION TRUST-MEM SCHLR		2,321	15	2,336	-	-		2,336	-	2,336	-	-	-
TOTAL ALL FUNDS		72,425,007	(1,196,100)	71,228,907	22,404,240	38,097,970		55,535,177	\$ 1,026,680	\$ 15,974,647	\$ 961,048	\$ 3,395,005	\$ 34,177,797

\*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 24th day of September, 2013 by the following votes:

MADERA UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

AYES: ABSENT:

NOES: ABSTAINED:

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



**JULY INCOME & EXPENSE BUDGETARY TRANSFERS**  
**PERIOD ENDING 07/31/13**

**INCOME BUDGET TRANSFERS**

Jrnl.	Description	Unrestr.	Restr.	Total	Fund 01	Fund 11	Fund 12	Fund 13	Fund 14	Fund 21	Fund 25	Fund 27
8010-8099	Revenue Limit Sources	-	-	-	-	-	-	-	-	-	-	-
8100-8299	Federal Revenues	-	2,437,100	2,437,100	2,437,100	52,498	-	-	-	-	-	-
8300-8599	Other State Revenues	-	12,042	12,042	12,042	971	-	-	-	-	-	-
8600-8799	Other Local Revenues	2,276	143,743	146,019	146,019	139,570	15,884	-	-	-	-	-
8910-8929	Interfund Transfers In	-	-	-	-	-	-	-	-	-	-	-
8930-8979	Other Sources	-	66,974	66,974	66,974	-	-	-	-	4,438,556	-	-
8980-8999	Contributions	(21,150)	21,150	-	-	-	-	-	-	-	-	-
	<b>JULY TOTAL FROM RESERVE</b>	<b>(19,874)</b>	<b>2,681,009</b>	<b>2,662,135</b>	<b>2,662,135</b>	<b>193,039</b>	<b>15,884</b>	<b>-</b>	<b>-</b>	<b>4,438,556</b>	<b>-</b>	<b>-</b>

**EXPENSE BUDGETARY TRANSFERS**

Jrnl.	Description	Unrestr.	Restr.	Total	Fund 01	Fund 11	Fund 12	Fund 13	Fund 14	Fund 21	Fund 25	Fund 27
1000-1999	Certificated Salaries	(5,257)	(471,076)	(476,333)	(476,333)	65,336	-	-	-	-	-	-
2000-2999	Classified Salaries	23,156	(99,693)	(76,537)	(76,537)	19,552	-	-	-	-	-	-
3000-3999	Employee Benefits	2,064	(247,558)	(245,494)	(245,494)	28,064	-	-	-	-	-	-
4000-4999	Books and Supplies	364,615	1,220,632	1,585,247	1,585,247	47,769	90,510	-	-	-	-	-
5000-5999	Services, Other Operating Expenses	259,908	3,334,926	3,594,834	3,594,834	48,952	-	-	(64,088)	-	6,465	-
6000-6999	Capital Outlay	19,518	80,809	100,327	100,327	4,254	-	-	83,752	-	82,349	-
7100-7299	Other Outgo	(9,421)	5,167	(4,254)	(4,254)	-	-	-	-	-	-	-
7300-7399	Direct Support/Indirec Costs	-	-	-	-	-	-	-	-	-	-	-
7431-7439	Uses (Debt Service Payments)	-	-	-	-	-	-	-	-	-	-	-
7610-7629	Interfund Transfers Out	-	-	-	-	-	-	-	-	15,069,750	-	-
	<b>JULY TOTAL FROM RESERVE</b>	<b>654,583</b>	<b>3,823,207</b>	<b>4,477,790</b>	<b>4,477,790</b>	<b>213,927</b>	<b>90,510</b>	<b>-</b>	<b>19,664</b>	<b>15,069,750</b>	<b>88,814</b>	<b>-</b>

**JULY INCOME & EXPENSE BUDGETARY TRANSFERS**  
**PERIOD ENDING 07/31/13**

**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	-	-	-	-	-	-	-	-	-
8100-8299	Federal Revenues	-	2,437,100	-	-	-	-	-	-	2,489,598
8300-8599	Other State Revenues	-	12,042	25,076	-	-	-	-	-	38,089
8600-8799	Other Local Revenues	2,276	143,743	-	-	-	-	-	-	301,273
8910-8929	Interfund Transfers In	-	-	15,069,750	-	-	-	-	-	15,069,750
8930-8979	Other Sources	-	66,974	-	-	-	-	-	-	4,505,530
8980-8999	Contributions	(21,150)	21,150	-	-	-	-	-	-	-
<b>JULY TOTAL FROM RESERVE</b>		<b>(18,874)</b>	<b>2,681,009</b>	<b>15,094,826</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>22,404,240</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	(5,257)	(471,076)	-	-	-	-	-	-	(410,997)
2000-2999	Classified Salaries	23,156	(99,693)	-	-	-	-	-	-	(56,985)
3000-3999	Employee Benefits	2,084	(247,558)	-	-	-	-	-	-	(217,430)
4000-4999	Books and Supplies	384,615	1,220,632	744	-	-	-	-	-	1,724,270
5000-5999	Services, Other Operating Expenses	259,908	3,334,926	95,967	49,493	-	-	29,098	-	3,760,721
6000-6999	Capital Outlay	19,518	80,809	17,961,113	1,100	-	-	-	-	18,232,895
7100-7299	Other Outgo	(9,421)	5,167	-	-	-	-	-	-	(4,254)
7300-7399	Direct Support/Indirec Costs	-	-	-	-	-	-	-	-	-
7431-7439	Uses (Debt Service Payments)	-	-	-	-	-	-	-	-	-
7610-7629	Interfund Transfers Out	-	-	-	-	-	-	-	-	-
<b>JULY TOTAL FROM RESERVE</b>		<b>654,583</b>	<b>3,823,207</b>	<b>18,057,824</b>	<b>50,593</b>	<b>-</b>	<b>-</b>	<b>29,098</b>	<b>-</b>	<b>38,097,970</b>

**MADERA UNIFIED SCHOOL DISTRICT**  
**Expense and Loan Transfers Between Funds**  
**Resolution #07-2013/14**

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 07/01/13 to 07/31/13 are submitted for approval:

<b>Fund Totals</b>	<b>Debit</b>	<b>Credit</b>	<b>Difference</b>
01 - General Fund	\$ 71,442.30	\$ -	\$ 71,442.30
11 - Adult Education	0.00	10,322.61	(10,322.61)
12 - Child Development	0.00	15,631.71	(15,631.71)
13 - Cafeteria	1,064.00	45,242.66	(44,178.66)
25 - Capital Facility/Developer Fees	0.00	1,228.12	(1,228.12)
35 - County School Facilities Fund	0.00	81.20	(81.20)
<b>Grand Total</b>	\$ 72,506.30	\$ 72,506.30	\$ (0.00)

PASSED AND ADOPTED by the governing board of the Madera Unified School District this  
this 24th day of September, 2013 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 11, 2013 4:53 pm

## Cash Transfer Activity

Page 1 of 2

07/01/2013 to 07/31/2013

Journal se to wr

Journal No.	Description	Date	Debit	Credit
<b>SE3</b>	Stock Expenditure	<b>07/10/2013</b>		
	01 - General Fund		1,395.73	
	13 - Cafeteria			1,395.73
<b>TF1</b>	Printshop Transfers	<b>07/19/2013</b>		
	01 - General Fund		625.55	
	11 - Adult Education			70.00
	13 - Cafeteria			555.55
<b>TF2</b>	Set Up Due To Due From in Current Year to Clear 2012/13	<b>07/22/2013</b>		
	Due to Due From			
	OB 9516 Transfers to FN 01			
	01 - General Fund		69,315.02	
	11 - Adult Education			10,252.61
	12 - Child Development			14,567.71
	13 - Cafeteria			43,185.38
	25 - Capital Fac/Developer Fees			1,228.12
	35 - County School Facilities Fund			81.20
<b>TF3</b>	Reverse Prior Yr Due to/Due From	<b>07/03/2013</b>		
	12 - Child Development			1,064.00
	13 - Cafeteria		1,064.00	
<b>WO1</b>	Manual Work Order Expense Journal Entry	<b>07/18/2013</b>		
	01 - General Fund		32.00	
	13 - Cafeteria			32.00
<b>WO2</b>	Work Order Expense	<b>07/22/2013</b>		
	01 - General Fund		74.00	
	13 - Cafeteria			74.00





## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 24, 2013

**Subject:** Request Ratification of Miscellaneous Donations

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

**Agenda Placement:** Consent

**Background/ rationale:**

Request approval to accept the following donations:

- \$500.00 donation to Berenda Elementary School by Roll Giving
- 27 backpacks with school supplies to Dixieland School by Madera County Deputy Sheriff's Association.
- 96 backpacks with school supplies to Howard School by Madera County Deputy Sheriff's Association.
- 86 backpacks with school supplies to La Vina School by Madera County Deputy Sheriff's Association.

**Financial impact:** None

**Superintendent's recommendation:**

The Superintendent recommends the Board accept the above donations.



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 24, 2013

**Subject:** Request approval of Amended Service Agreement between Madera Unified School District and Madera County Arts Council (MCAC).

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

**Agenda Placement:** Consent

**Background/ rationale:**

Madera County Arts Council will assign artists to provide art services to students in the Madera Unified After School Program at multiple sites based on the California State Standards for the Arts.

**Financial impact:**

- \$4,500 per site- ASES / 21<sup>st</sup> CCLC Grants  
Supplies and Administrative Costs will be paid directly to Consultant. District will pay the Artists directly at \$23/hour for a combined total not to exceed \$4500 per site.

**Superintendent's recommendation:**

- The Superintendent recommends that the board approve the Amended Service Agreement between Madera Unified School District and Madera County Arts Council (MCAC).

**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 2013, by and between Madera Unified School District ("District") and Madera County Arts Council (MCAC). ("Consultant").**

1. Consultant agrees to provide the following specified services:  
MCAC will assign artist to provide art services to students in the Madera Unified School District Afterschool Program at multiple sites based on the California State Standards for the Arts.
2. Term. The Consultant's services described in Paragraph 1 shall commence on August 20, 2013 and shall end on June 6, 2014 unless earlier terminated pursuant to Paragraph 8.
3. Payment. District agrees to pay Consultant as follows:  
\$4500 – Per site paid by After School Grant Funds  
Supplies and Administrative Costs will be paid directly to Consultant. District will pay the Artists directly at \$23/hour for a combined total not to exceed \$4500 per site.
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

by: Dr. Anthony A. Monreal  
Deputy Superintendent

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

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

Consultant:  
Madera County Arts Council

Dianna Marsh, President

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

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

Federal ID # 942833131  
or

SSN \_\_\_\_\_



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 24, 2013

**Subject:** Request approval of ROP Contract Agreement between Madera Unified School District and Fresno Regional Occupational Program (ROP) for the 2013-2014 school year.

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

**Agenda Placement:** Consent

**Background/ rationale:**

- This is our annual request for approval of the ROP Contract Agreement between Madera Unified School District and Fresno ROP. Fresno ROP is authorized to establish and maintain Regional Occupational Program activities related to career technical education programs within the District.

**Financial impact:**

- Fresno ROP will pay the District the actual costs of the program. Not to exceed \$603,131.00

**Superintendent's recommendation:**

- The Superintendent recommends the Board approve the ROP Contract Agreement between Madera Unified School District and Fresno Regional Occupational Program (ROP).

**Supporting documents attached:**

- Fresno ROP Shared Responsibility Agreement



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

Between Fresno County Superintendent of Schools and  
Madera Unified School District

**COVER**

**AGENCY**

Madera Unified School District ("**Agency**")

Attn: Shirley Woods, District Coordinator

955 West Pecan Avenue

Madera, CA 93637

Phone No.: (559) 675-4550    FAX No.: (559) 675-4528    Email: [woods\\_s@madera.k12.ca.us](mailto:woods_s@madera.k12.ca.us)

**FCSS**

Fresno County Superintendent of Schools ("**FCSS**" or "**Fresno ROP**")

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: [vvuicich@fcoe.org](mailto:vvuicich@fcoe.org)

**CONTRACT TERM (see § 3.1)**

"**Effective Date**": July 1, 2013

"**Termination Date**": June 30, 2014

**PROGRAMS OFFERED IN AGENCY ("Programs") ARE:**

1. Ag Welding and Metal Fabrication
2. Athletic Training
3. Careers in Education
4. Computer and Network Technology
5. Criminal Justice
6. Interactive Game Design
7. Medical Careers
8. Nursing Careers
9. Performing Arts
10. Restaurant Services
11. Small Engines
12. Sports Medicine
13. Theatre Production
14. Videography, Animation & Interactive Multimedia Production

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 attached 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 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 24, 2013

**Subject:** Request approval of Memorandum of Understanding for the Community Transformation Grant (CTG) between Madera County Public Health Department (MCPHD) and Madera Unified School District (MUSD) for the 2013-2014 school year.

**Responsible Staff:** **Dr. Anthony Monreal, Deputy Superintendent**  
Dr. J. Galen Wright, Interim Director of Student Services

**Agenda Placement:** Consent

**Background/rationale:**

- Grant funds have been awarded to MCPHD to combat health disparities and chronic illness by empowering local communities to address social determinants of health.
- MCPHD will create educational activities related to four strategic areas: Smoke-free multi-unit housing, reducing consumption of sugary beverages, chronic disease self-management, and safe routes to school. MCPHD will provide information and education at PTA meetings, health fairs, through surveys, working with the school wellness committee, and collaborating with community-based organizations.

**Financial impact:**

- none

**Superintendent's recommendation:**

- The Superintendent recommends the Board approve the Memorandum of Understanding for the Community Transformation Grant (CTG) between Madera County Public Health Department (MCPHD) and Madera Unified School District (MUSD).

**Supporting documents attached:**

- Memorandum of Understanding between Madera County Public Health Department and Madera Unified School District.

**Memorandum of Understanding**  
**For The**  
**Community Transformation Grant (CTG) Program**  
**Between**  
**Madera County Public Health Department**  
**And**  
**Madera Unified School District**

The Madera County Public Health Department has been awarded grant funds from the Centers for Disease Control and Prevention to implement the Community Transformation Grant (CTG) program to combat health disparities and chronic illness by empowering local communities to address social determinants of health. The places where we live, work, study, play and shop affect our health. *We all benefit* when these places offer better food and drink choices and enable us to be more active while providing us with air that is free of secondhand smoke and health services that fit our needs. By developing evidence-based systemic and environmental changes that are tailored for the realities of rural communities, we will help improve the quality of life and reduce chronic disease for all Maderans, especially those who have long suffered an unfair burden. CTG has four strategic areas: Smoke-Free Multi-Unit Housing, Reducing Consumption of Sugary Beverages, Chronic Disease Self-Management Program (CDSMP), and lastly Safe Routes to School. While our efforts will focus on implementing these four strategic directions, we will identify opportunities to integrate these targeted efforts to create a comprehensive and sustainable model of community-based prevention that maximizes health outcomes.

**Purpose**

The purpose of this MOU is to ensure cooperation and collaboration between the Madera County Public Health Department and Madera Unified School District so that an optimal number of students, parents, and school staff can be served under the CTG program. It is anticipated that our grant will be serving Madera County residents during fiscal years 2011-16.

**CTG Vision**

*"Everyone living and working in small communities will be able to live healthier lives as healthy places become the norm."*

## Activity Coordination

The following activities, by agency, are proposed under this Memorandum of Understanding.

### Madera County Public Health Department:


Madera County Public Health Department will create educational activities related to the four strategic directions for parents and students, provide information and education at PTA meetings, participate in school wellness policy work activities, participate in school health fairs, conduct health assessment surveys, and collaborate with community-based organizations. Madera County Public Health Department staff will coordinate activities with school principals and other designated school personnel.

### Madera Unified School District:

Madera Unified School District staff will collaborate and participate in activities pertinent to CTG's program scope of work in coordination with Madera County Public Health Department staff.

## Term of the Agreement

This Memorandum of Understanding made between the Madera County Public Health Department and Madera Unified School District is for the Federal Fiscal Year 2013-2014, effective from the date of approval, and may be extended by the written approval of both agencies.



Van Do-Reynoso

Madera County Public Health Department Director

Date: September 11, 2013

\_\_\_\_\_

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

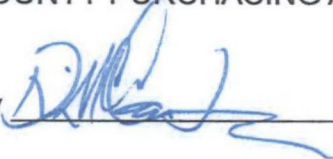
Dr. Anthony Monreal

Madera Unified School District, Deputy Superintendent



Approved:  
COUNTY PURCHASING AGENT

By



Approved as to Legal Form:  
COUNTY COUNSEL

By



Approved as to Accounting Form:  
AUDITOR-CONTROLLER

By



ACCOUNT NUMBERS:

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CONTRACTING PARTIES:

County of Madera

Madera Unified School District

TITLE OF CONTRACT:

Memorandum of Understanding for the

Community Transformation Grant (CTG) Program



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 24, 2013

**Subject:** Request Ratification of Memorandum of Understanding between Madera Unified School District and Educational Resource Consultants (ERC)

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

**Agenda Placement:** Consent

**Background/ rationale:**

- Educational Resource Consultants (ERC) will provide data analysis and reporting for After School Program to all Madera Unified School District Elementary and Middle schools.
- These services will be provided from August 1, 2013 through June 30, 2014.
- Madera Unified School District will provide Educational Resource Consultants (ERC) with:
  - Student Identification Numbers (SSID), Demographic of all student attendees, student data from the annual Standardized Testing and Reporting (STAR) program, student data regarding regular school day attendance and after school attendance. All data will be transferred securely over FTP only to provider.

**Financial impact:**

- N/A- Educational Resource Consultants (ERC) will be paid as a sub-contractor with the California Teaching Fellows Foundation.

**Superintendent's recommendation:**

- The Superintendent recommends the Board approve the Memorandum of Understanding with Educational Resource Consultants (ERC).

**Supporting documents attached:**

- Memorandum of Understanding
- Scope of Work

September 5, 2013

**Memorandum of Understanding  
After School Program 2013-14**

Educational Resource Consultants (ERC) will provide local evaluation services for the Madera Unified School District's (MUSD) after school programs for the 2013-14 school year. Data analysis and reporting will be completed as described in the scope of work, unless modified with mutual consent of the MUSD program administrator.

A timeline for data collection will be established with the designated district representative. MUSD will provide data to after school for all school sites, such as; demographic, regular school attendance, and academic achievement, as specified in the attached Scope of Work. All data will be provided by a unique random numeric ID. All data will be transferred securely over FTP only to provider, details will be outlined in the scope of work. ERC will provide technical support and provide staff training in data collection, as needed.

**Contract Period:** July 1, 2013 through June 30, 2014.

All work will be completed within 60 days of receiving required data, which includes student data from the annual Standardized Testing and Reporting (STAR) program for 2013-14.

**Payment:** ERC will be paid as a sub-contractor with the California Teaching Fellows Foundation.



9/5/2013

Stephen Price  
Educational Resource Consultants



9/5/2013

Robert Chavez, Chief Academic Officer  
Madera Unified School District

**Educational Resource Consultants  
SCOPE OF WORK  
After School Programs for  
Madera Unified School District**

Educational Resource Consultants (ERC) will provide data analysis and reporting for After School Programs for school year 2013-14.

**Required Data:**

- Student identification numbers (SSID).
- Demographics of all student attendees (gender, ethnicity, NSLP, grade level, English Learner designation)
- Student data from the annual Standardized Testing and Reporting (STAR) program. This includes the California Standards Test English-Language Arts and Mathematics portions.
- Student data regarding regular school day attendance (days enrolled, days absent).
- Student data regarding after school program attendance (start date, number of days attended).
- California High School Exit Examination results.

A timeline for data collection will be established with MUSD's after school program representative. MUSD will provide data to after school for all school sites as outlined above.

**Data Analysis and Reporting:**

Data analysis and reporting will be done on two levels: district, and school. This means that ERC will produce an "After School Program Report Card" for each of individual school sites that operate after school programs. ERC will also produce a district-level report card that combines data from all schools within the school district.

Each "After School Program Report Card" will include easy-to-read charts, graphs and tables that show the following comparisons.

- Overall number of after school participants.
- Gender, ethnic, grade level, and English learner composition of after school participants compared to non-participants within the current school year.



- The percentage of after school participants who fall within each of five after school attendance categories (1-29 days, 30-59 days, 60-89 days, 90-119 days, and 120 days or more).
- The mean number of days the average after school participant attends the after school program (overall and by grade level).
- Mean changes in after school participants regular day attendance over the previous year (by after school attendance category).
- Mean CST English-language arts scale scores of after school participants by attendance category (also compared to non-participants).
- Percentage of students scoring proficient or advanced on the CST in English-language arts by after school attendance category (also compared to non-participants).
- Mean math scale scores of after school participants by attendance category (also compared to non-participants).
- Percentage of students scoring proficient or advanced on the CST in math by after school attendance category (also compared to non-participants).
- The percentage of after school participants who decrease, maintain, or increase their CST performance band in English-language arts and math when compared to the previous year. These percentages will be compared to changes in CST performance band of non-participants.

### **Reporting**

Reports will be completed and submitted to the Madera Unified School District within 60 days following receipt of all required data. In addition to printed reports, Educational Resource Consultants will present evaluation results at meetings of selected program constituents, upon request of Madera Unified School District.



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 24, 2013

**Subject:** Request Approval of Agreement between Madera Unified School District and the Law Office of Kidd P. Crawford (Attorney)

**Responsible Staff:** Edward C. González, Superintendent

**Agenda Placement:** Consent

**Background/ rationale:**

Attorney will provide Legal Services with respect to matters Madera Unified School District specifically refers to Attorney.

**Financial impact:** None

**Superintendent's recommendation:**

The Superintendent recommends the Board approve the Ratification of Agreement between Madera Unified School District and the Law Office of Kidd P. Crawford (Attorney)

**Supporting documents attached:**

Agreement for Legal Services

# Law Office of Kidd P. Crawford

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## AGREEMENT FOR LEGAL SERVICES

This Agreement is by and between the Madera Unified School District ("Client") and the Law Office of Kidd P. Crawford ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Client and Attorney agree as follows effective September 25, 2013:

Client hires Attorney as its legal counsel with respect to matters Client specifically refers to Attorney. Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Client agrees to pay Attorney for services rendered based upon the attached 2013-2014 rate schedule. Agreements for legal fees on an other-than-hourly basis may be made by mutual agreement for special projects.

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's statements within thirty (30) days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty days past due.

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further services hereunder after receipt of such notice. Attorney may withdraw its services hereunder with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

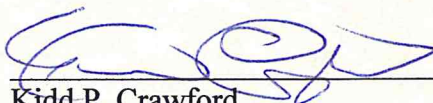
IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Madera Unified School District

Law Office of Kidd P. Crawford

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Edward Gonzalez,  
Superintendent



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Kidd P. Crawford

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

Date: September 16, 2013

# Law Office of Kidd P. Crawford

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## PROFESSIONAL RATE SCHEDULE Madera Unified School District (Effective July 1, 2013 through June 30, 2014)

### 1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney the standard hourly rate of \$190 per hour.

Travel time shall be charged from Attorney's office to the destination and shall be prorated if Attorney travels for two or more clients on the same trip.

### 2. COSTS AND EXPENSES

In-office Photocopying/Electronic Communication Printing	\$ .25 per page
Facsimile	\$ .25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 24, 2013

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

**Responsible Staff:** Dr. Anthony Monreal, Deputy Superintendent  
Dr. J. Galen Wright, Interim 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:

- Reports(s) of Administrative hearing Panel(s)
- Expulsion Status Review Report(s) by the Superintendent's Designee
- Stipulated Expulsion Agreement(s)

The Governing Board is also requested to issue orders consistent with the above referenced findings, conclusions and recommendations related to the possible expulsion or readmission of pupils in the cases of the following students, herein identified by their district-assigned identification numbers: 5120, 502139, 403948, 303882, 17352 and 14760.

**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 24, 2013

**Subject:** Approval of July 31, 2013 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, and Eastin Arcola High School for July 1, 2013 through July 31, 2013.

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, 2013 Student Body Statement of Club Trust Accounts.

**Supporting documents attached:**

Account Analysis Report for July 1, 2013 through July 31, 2013 for:

- Madera High School
- Madera South High School
- Eastin Arcola 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	\$ 40,192.77	\$ 0.00	\$ 0.00	\$ 40,192.77
40-1121-00-00	Cash, Checking	32,839.07	5,837.27	4,510.91	34,165.43
40-1201-00-00	Cash, Sav-CNTY BK (ASB)	43,870.16	7.21	0.00	43,877.37
40-1200-00-00	Cash, Savings-Wells Fargo Bank TDC	33,043.77	0.00	0.00	33,043.77
1101	Accounts Receivable	0.00	3.00	0.00	3.00
1201	Undeposited Funds	0.00	7,723.70	6,561.20	1,162.50
		<u>\$ 149,945.77</u>	<u>\$ 13,571.18</u>	<u>\$ 11,072.11</u>	<u>\$ 152,444.84</u>
<b>Liabilities &amp; Equity</b>					
40-2302-50-00	Academic Exploration	\$ 472.58	\$ 0.00	\$ 0.00	\$ 472.58
40-2391-40-00	Activities Pass Deposits	999.46	595.00	459.31	1,135.15
40-2370-50-00	Art Club	926.23	0.00	0.00	926.23
40-2301-50-00	Asian American Club	285.79	0.00	0.00	285.79
40-2310-30-00	Athletic Supplies	5,343.29	0.00	0.00	5,343.29
40-2305-60-00	Band	611.67	0.00	0.00	611.67
40-2321-30-10	Basketball-Boys	28.70	137.50	0.00	166.20
40-2321-30-20	Basketball-Girls	10.77	0.00	0.00	10.77
40-2205-50-00	Black Student Union	6.87	0.00	0.00	6.87
40-2308-30-10	Block M- Boys & Girls	4,392.43	0.00	0.00	4,392.43
40-2309-50-00	Blue & White	0.00	1,956.00	1,233.58	722.42
40-2206-50-00	Blue Crew	410.39	0.00	0.00	410.39
40-2356-50-00	Book Club	81.30	0.00	0.00	81.30
40-2318-50-00	C.S.F.	1,133.16	0.00	0.00	1,133.16
40-2365-50-00	Chess Club	72.00	0.00	0.00	72.00
40-2319-60-00	Choir	1,379.53	0.00	0.00	1,379.53
40-2319-60-40	Choir-Musicals	723.00	0.00	0.00	723.00
40-2212-20-00	Class of 2012	1,122.78	0.00	120.85	1,001.93
40-2213-20-00	Class of 2013	2,182.54	0.00	68.57	2,113.97
40-2214-20-00	Class of 2014	5,663.70	0.00	0.00	5,663.70
40-2215-20-00	Class of 2015	250.78	0.00	0.00	250.78
40-2216-20-00	Class of 2016	308.80	0.00	0.00	308.80
40-2310-60-00	Colorguard	691.00	0.00	0.00	691.00
40-2338-50-00	Coyote Drama Productions	3,315.62	0.00	0.00	3,315.62
40-2324-30-00	Coyote Football	831.41	0.00	0.00	831.41
40-2327-30-00	Coyote Softball	0.08	0.00	0.00	0.08
40-2306-30-10	Coyote Tennis-Boys	662.13	0.00	0.00	662.13
40-2331-30-00	Coyote Track	2,863.96	0.00	22.76	2,841.20
40-2304-30-10	Coyote Water Sports-Boys	380.87	0.00	0.00	380.87
40-2304-30-20	Coyote Water Sports-Girls	721.89	0.00	0.00	721.89
40-2323-30-00	Cross Country-Boys & Girls	2,309.73	0.00	68.48	2,241.25
40-2201-20-00	Cyber High	30.00	0.00	0.00	30.00
40-5300-10-00	Dave Schoettler Memorial Schlr	1,040.00	0.00	0.00	1,040.00
90-1000-00-00	District Clearing	5,695.00	0.00	0.00	5,695.00
40-2392-40-00	E T Extravaganza	2,632.57	0.00	0.00	2,632.57
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.	292.33	0.00	0.00	292.33
40-2371-50-00	Fashion Design Club	7,255.43	0.00	0.00	7,255.43
40-2343-50-00	FCCLA General Activities	1,199.44	0.00	0.00	1,199.44
40-2241-50-00	FCCLA Grant	1,250.00	0.00	0.00	1,250.00
40-5104-10-00	FCCLA Scholarship	295.88	0.00	0.00	295.88
40-2377-50-00	Fellowship of Christian Athlet	357.12	0.00	0.00	357.12



Account Num	Account Name	Beg Balance	Inflows	Outflows	End Balance
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	367.68	0.00	0.00	367.68
40-2320-50-00	Glee Club	1,640.92	0.00	0.00	1,640.92
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	0.00	46.80
40-2354-50-00	Impact Club	153.95	0.00	0.00	153.95
40-2342-50-00	Inclusion	518.72	0.00	0.00	518.72
40-2317-50-00	Indopak	1,329.40	0.00	0.00	1,329.40
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	500.00	0.00	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	491.25	0.00	0.00	491.25
40-2209-40-00	Link Crew	26.65	0.00	0.00	26.65
40-2303-50-00	Literary Magazine	921.90	0.00	0.00	921.90
40-2349-50-00	M.A.Y.A. Club	3,837.19	0.00	0.00	3,837.19
40-2249-50-00	M.A.Y.A. Leadership Conference	2,700.00	0.00	0.00	2,700.00
40-2330-50-00	Madera High Bowling Club	1,201.16	0.00	0.00	1,201.16
40-2311-50-00	Maderan	3,187.85	0.00	0.00	3,187.85
40-2348-50-00	Mexican American Club	1,568.33	0.00	0.00	1,568.33
40-2314-40-00	MHS ASB-Transfers Only	986.14	0.00	0.00	986.14
40-2376-50-00	MHS Robotics	1,584.76	0.00	0.00	1,584.76
40-2204-40-00	MHS School Identification	757.31	0.00	0.00	757.31
40-5111-10-00	Michael A Wong Class/1985 Schl	1,000.00	0.00	0.00	1,000.00
40-2385-50-00	Opportunity Club	33.00	0.00	0.00	33.00
40-2345-30-00	P.E. Uniforms (Girls/Boys)	1,308.65	3,788.00	3,659.91	1,436.74
40-2315-70-00	Pep & Cheer Uniforms	475.55	0.00	0.00	475.55
40-2646-70-00	Pep & Cheer Winter Formal Only	53.34	0.00	44.67	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
40-5314-10-00	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	3,349.28	0.00	0.00	3,349.28
40-2367-50-00	Science Olympiad Club	46.85	0.00	0.00	46.85
40-2358-50-00	Sober Graduation	336.24	0.00	0.00	336.24
40-2325-30-20	Soccer-Girls	383.47	0.00	0.00	383.47
40-2366-50-00	Special Ed/R.S.P.	661.62	0.00	0.00	661.62
40-2368-50-00	Sports Medicine Club	206.00	0.00	0.00	206.00
40-2313-40-00	Student Government General	30,089.83	1,911.78	144.16	31,857.45
40-5101-10-00	Student Govt Scholarship	2,819.59	0.00	0.00	2,819.59
40-2345-80-00	Student Store	8,792.35	0.00	75.20	8,717.15
40-2351-50-00	Teen Parent Club	22.98	0.00	0.00	22.98
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	5,314.38	0.00	0.00	5,314.38
40-2332-30-20	Volley-Girls	88.71	0.00	0.00	88.71
40-2332-30-10	Volleyball-Boys	359.89	0.00	0.00	359.89
40-2335-30-00	Wrestling	47.57	0.00	0.00	47.57
		<u>\$ 149,945.77</u>	<u>\$ 8,388.28</u>	<u>\$ 5,897.49</u>	<u>\$ 152,436.56</u>

Revenue



<u>Account Num</u>	<u>Account Name</u>	<u>Beg Balance</u>	<u>Inflows</u>	<u>Outflows</u>	<u>End Balance</u>
4001	Interest Income	\$ 0.00	\$ 8.28	\$ 0.00	\$ 8.28
		<u>\$ 0.00</u>	<u>\$ 8.28</u>	<u>\$ 0.00</u>	<u>\$ 8.28</u>
<b>Expenses</b>					
		<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>					
49-121-00-00	Cash, Checking	\$ 154,886.18	\$ 5.39	\$ 542.00	\$ 154,349.57
1201	Undeposited Funds	0.00	80.00	20.00	60.00
		<u>\$ 154,886.18</u>	<u>\$ 85.39</u>	<u>\$ 562.00</u>	<u>\$ 154,409.57</u>
<b>Liabilities &amp; Equity</b>					
49-2387-50-00	Alfred Society Club	\$ 62.10	\$ 0.00	\$ 0.00	\$ 62.10
49-2370-50-00	Art Club	1,944.79	0.00	0.00	1,944.79
49-5210-10-00	Audrey Pool Scholarship	5,000.00	0.00	0.00	5,000.00
49-2376-50-00	AVID-College Club	1,312.61	40.00	0.00	1,352.61
49-2304-50-00	Awakening Club	798.97	0.00	0.00	798.97
49-2305-60-00	Band	199.75	0.00	0.00	199.75
49-2321-30-10	Basketball-Boys	111.06	0.00	0.00	111.06
49-2321-30-20	Basketball-Girls	74.10	0.00	0.00	74.10
49-2306-50-00	Black Student Union	1,897.96	0.00	0.00	1,897.96
49-2308-30-10	Block S Boys	1,573.26	0.00	0.00	1,573.26
49-2308-30-20	Block S Girls	543.87	0.00	0.00	543.87
49-2380-50-00	Bowling Club	305.67	0.00	0.00	305.67
49-2318-50-00	C.S.F.	2,615.12	0.00	0.00	2,615.12
49-2319-60-00	Choir	161.51	0.00	0.00	161.51
49-2213-20-00	Class of 2013	1,260.82	0.00	0.00	1,260.82
49-2214-20-00	Class of 2014	10,870.62	40.00	32.45	10,878.17
49-2215-20-00	Class of 2015	2,630.11	0.00	0.00	2,630.11
49-2216-20-00	Class of 2016	1,299.97	0.00	0.00	1,299.97
49-2310-60-00	Colorguard	861.16	0.00	39.40	821.76
49-2340-50-00	F.B.L.A.	1,578.17	0.00	0.00	1,578.17
49-2243-50-00	F.F.A. -Nationals	2,139.49	0.00	0.00	2,139.49
49-2242-50-00	F.F.A. Activities	2,618.75	0.00	148.25	2,470.50
49-2249-50-00	F.F.A. Competitions	257.20	0.00	0.00	257.20
49-2246-50-00	F.F.A. Horse	569.60	0.00	0.00	569.60
49-2247-50-00	F.F.A. Materials	5,146.20	0.00	0.00	5,146.20
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	14,147.11	0.00	130.55	14,016.56
49-2245-50-00	F.F.A. Plants	3,971.16	0.00	0.00	3,971.16
49-2244-50-00	F.F.A. Small Engine Equipment	3,978.09	0.00	0.00	3,978.09
49-2373-50-00	Fashion Club	2,916.29	0.00	0.00	2,916.29
49-2320-50-00	FCA Club	3.89	0.00	0.00	3.89
49-2250-50-00	FFA B.I.G.	264.84	0.00	0.00	264.84
49-2251-50-00	FFA West Fresno/Madera Section	6,932.26	0.00	39.20	6,893.06
49-2350-50-00	Friday Nite Live	229.92	0.00	0.00	229.92
49-2390-50-00	H.O.S.A.	5,619.72	0.00	0.00	5,619.72
49-2343-50-0	Hero	436.01	0.00	0.00	436.01
49-2382-50-00	Indo Krew Club	682.45	0.00	0.00	682.45
49-2206-50-00	Key Club	507.00	0.00	0.00	507.00
49-5230-10-00	M Wong Class of 85 Scholarship	2,000.00	0.00	0.00	2,000.00
49-2355-50-00	MSHS Video Club	486.71	0.00	0.00	486.71
49-2385-50-00	Opportunity Club	5,068.28	0.00	0.00	5,068.28
49-2316-70-00	Pep & Cheer Genl Fund Raiser	52.91	0.00	52.00	0.91
49-2312-60-00	Piano/Guitar	1,264.00	0.00	0.00	1,264.00
49-2378-50-00	Rainbow Alliance	1,773.70	0.00	0.00	1,773.70
49-2352-50-00	Science Club	1,858.23	0.00	0.00	1,858.23
49-2358-50-00	Sober Grad	1,180.00	0.00	0.00	1,180.00
49-2325-30-20	Soccer-Girls	305.83	0.00	0.00	305.83
49-2347-50-00	Spanish Club	620.96	0.00	0.00	620.96

<u>Account Num</u>	<u>Account Name</u>	<u>Beg Balance</u>	<u>Inflows</u>	<u>Outflows</u>	<u>End Balance</u>
49-2320-30-00	Stallion Baseball	333.59	0.00	0.00	333.59
49-2375-50-00	Stallion Club	971.93	0.00	0.00	971.93
49-2344-30-00	Stallion P.E. (Girls/Boys)	17,898.63	0.00	44.00	17,854.63
49-2327-30-00	Stallion Softball	57.01	0.00	0.00	57.01
49-2329-30-00	Stallion Tennis	192.40	0.00	0.00	192.40
49-2336-50-00	Stallion Theatrical Company	21,086.27	0.00	0.00	21,086.27
49-2314-40-00	STDNT Government Parking Permits	1,686.60	0.00	0.00	1,686.60
49-2313-40-00	Student Government General	6,091.45	1.00	76.15	6,016.30
49-2208-30-00	Table Tennis	823.60	0.00	0.00	823.60
49-2309-50-00	The Spur (Yearbook)	455.00	0.00	0.00	455.00
49-2330-50-00	Yearbook Club	2,825.48	0.00	0.00	2,825.48
		<u>\$ 154,886.18</u>	<u>\$ 81.00</u>	<u>\$ 562.00</u>	<u>\$ 154,405.18</u>

**Revenue**

4001	Interest Income	\$ 0.00	\$ 4.39	\$ 0.00	\$ 4.39
		<u>\$ 0.00</u>	<u>\$ 4.39</u>	<u>\$ 0.00</u>	<u>\$ 4.39</u>

**Expenses**

		<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
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<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	\$ 10,705.66	\$ 0.00	\$ 0.00	\$ 10,705.66
		<u>\$ 10,705.66</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 10,705.66</u>
<b>Liabilities &amp; Equity</b>					
57-2352-50-00	Biology Club	\$ 66.95	\$ 0.00	\$ 0.00	\$ 66.95
57-2350-50-00	Cal Safe	5,049.07	0.00	0.00	5,049.07
57-2340-50-00	Leadership	5,049.86	0.00	0.00	5,049.86
57-2313-40-00	Student Government General	539.78	0.00	0.00	539.78
		<u>\$ 10,705.66</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 10,705.66</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>					
56-1121-00-00	CASH, CHECKING	\$ 3,673.21	\$ 0.00	\$ 0.00	\$ 3,673.21
		<u>\$ 3,673.21</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 3,673.21</u>
<b>Liabilities &amp; Equity</b>					
56-5220-10-00	Anderson Scholarship	\$ 780.50	\$ 0.00	\$ 0.00	\$ 780.50
56-2318-50-00	C.J.S.F.	154.68	0.00	0.00	154.68
56-2336-50-00	Drama Club	248.33	0.00	0.00	248.33
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
56-2385-50-00	Peer Helpers	2,049.85	0.00	90.00	1,959.85
56-2313-40-00	Student Government General	0.67	90.00	0.00	90.67
56-2309-50.00	Yearbook - Class	0.00	90.00	90.00	0.00
		<u>\$ 3,673.21</u>	<u>\$ 180.00</u>	<u>\$ 180.00</u>	<u>\$ 3,673.21</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	\$ 21,669.11	\$ 0.00	\$ 3.00	\$ 21,666.11
		<u>\$ 21,669.11</u>	<u>\$ 0.00</u>	<u>\$ 3.00</u>	<u>\$ 21,666.11</u>
<b>Liabilities &amp; Equity</b>					
39-2310-30-00	Athletics	\$ 2,339.54	\$ 0.00	\$ 0.00	\$ 2,339.54
39-2376-50-00	AVID	2,939.87	0.00	0.00	2,939.87
39-2318-50-00	CJSF	1,671.79	0.00	0.00	1,671.79
39-2346-50-00	Intl Club	135.32	0.00	0.00	135.32
39-2385-50-00	Peer Helpers	748.20	0.00	0.00	748.20
39-2313-40-00	Student Council	9,921.40	0.00	0.00	9,921.40
39-2330-50-00+	Yearbook Club	3,912.99	0.00	0.00	3,912.99
		<u>\$ 21,669.11</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 21,669.11</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	\$ 3.00	\$ 0.00	\$ 3.00
		<u>\$ 0.00</u>	<u>\$ 3.00</u>	<u>\$ 0.00</u>	<u>\$ 3.00</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	\$ 17,789.91	\$ 0.00	\$ 1,593.09	\$ 16,196.82
		<u>\$ 17,789.91</u>	<u>\$ 0.00</u>	<u>\$ 1,593.09</u>	<u>\$ 16,196.82</u>
<b>Liabilities &amp; Equity</b>					
60-2313-40-00	ASB	\$ 8,391.00	\$ 0.00	\$ 252.43	\$ 8,138.57
60-2376-50-00	AVID-College Club	21.96	0.00	0.00	21.96
60-2305-60-00	Band	120.00	0.00	0.00	120.00
60-2330-50-00	Block D	5,644.04	0.00	0.00	5,644.04
60-2318-50-00	CJSF	68.00	0.00	0.00	68.00
60-2355-50-00	Gamers	167.26	0.00	0.00	167.26
60-2358-50-00	Girl Involvement	184.24	0.00	0.00	184.24
60-2369-50-00	History Club	20.66	213.94	234.60	0.00
60-2385-50-00	Peer Helpers	1,750.63	0.00	1,320.00	430.63
60-2302-50-00	Principal's Incentive Account	278.22	0.00	0.00	278.22
60-2367-50-00	Science Club	28.90	0.00	0.00	28.90
60-2309-50-00	Yearbook	1,115.00	0.00	0.00	1,115.00
		<u>\$ 17,789.91</u>	<u>\$ 213.94</u>	<u>\$ 1,807.03</u>	<u>\$ 16,196.82</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 24, 2013

**Subject:** Approval of July 31, 2013 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, 2013 and projected revenues, expenditures, and cash balance through June 30, 2014.

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, 2013 Financial Report.

**Supporting documents attached:**

Combined Balance Sheet as of July 31, 2013

General Fund Cash Flow & Chart through July 31, 2013

Revenue Pie Chart by Funding Source

Expenditure Chart by Object Code



Combined Balance Sheet - All Fund Types - July 31, 2013

ASSETS:	Acct Code	Fund 01 General Fund	Fund 11 Adult Education	Fund 12 Child Development	Fund 13 Child Nutrition	Fund 14 Deferred Maintenance	Fund 21 Building Fund Bond Proceeds	Fund 25 Developer Fees	Fund 27 Redevelopment Agency
1. Cash									
a) in County Treasury	9110	\$ 38,105,344.69	\$ 608,319.97	\$ 192,346.09	\$ 4,526,351.08	\$ 150,132.50	\$ 13,673,928.20	\$ 4,549,953.87	\$ 299,911.24
b) Fair Value Adj to Cash in Cnty Treas	9111								
c) in Revolving Fund	9130	28,000.00	2,000.00		3,140.00				
d) with Fiscal Agent	9135								
e) Collections Awaiting/Clearing	9140-45				0.01				
2. Investments	9150								
3. Accounts Receivable	9200	10,065,697.93	133,082.08	104,727.90	318,168.95				
4. Due from Other Funds	9310	242,131.77	291.80	67.72					
5. Stores Accounts	9320	642,220.85			351,319.13				
6. Prepaid Expenditures	9330								
7. Other Current Assets	9340								
Total Assets		\$ 49,083,395.24	\$ 743,693.85	\$ 297,141.71	\$ 5,198,979.17	\$ 150,132.50	\$ 13,673,928.20	\$ 4,549,953.87	\$ 299,911.24
Revenue Budget		\$ 144,483,200.00	\$ 1,214,801.00	\$ 1,531,102.00	\$ 11,086,049.00	\$ 661,231.00	\$ 4,502,806.00	\$ 1,020,000.00	\$ 679,294.00
Less: Revenue Received to Date		(4,965,921.12)	(638.00)		817.11			(143,866.76)	
Total Assets		\$ 188,600,674.12	\$ 1,957,856.85	\$ 1,828,243.71	\$ 16,285,845.28	\$ 811,363.50	\$ 18,176,734.20	\$ 5,426,087.11	\$ 979,205.24
LIABILITIES AND FUND BALANCE:									
Liabilities:									
1. Accounts Payable	9509-10	\$ 702,981.80	\$ 232.46	\$ 391.86	\$ 15.35	\$ (140.88)	\$	\$	
2. Holding Accounts - Benefits	9511-18	2,200,865.33	643.93	208.92	1,700.00			140.40	
3. Federal Tax Holding	9542								
4. Use Tax Liability	9550	796.04			(165.95)				
5. Other Current Liabilities	9551-70	(263.76)							
6. Deferred Payroll	9577	2,052.54							
7. Due to Other Funds/Current Loans	9610-40	3,390,359.52	1,064.17	235,107.66	5,959.94		4,271.00		
8. Deferred Revenue	9650								
Total Liabilities		\$ 6,296,791.47	\$ 1,940.56	\$ 235,708.44	\$ 7,509.34	\$ (140.88)	\$ 4,271.00	\$ 140.40	\$
Expense Budget		\$ 148,364,902.00	\$ 1,381,756.00	\$ 1,605,928.00	\$ 10,617,728.00	\$ 501,814.00	\$ 15,069,750.00	\$ 796,468.00	\$ 678,094.00
Less: Expenditures to Date		(4,304,043.01)	(17,701.08)	(13,392.97)	(124,632.39)	(61,495.77)		(19,870.06)	
Total Liabilities		\$ 150,357,550.46	\$ 1,365,995.48	\$ 1,828,243.47	\$ 10,500,604.95	\$ 440,177.35	\$ 15,074,021.00	\$ 776,738.34	\$ 678,094.00
Adjustment for Restatements									
Projected Ending Balance		\$ 38,243,023.66	\$ 591,861.37	\$ 0.24	\$ 5,785,240.33	\$ 371,186.15	\$ 3,102,713.20	\$ 4,649,348.77	\$ 301,111.24
Total Liabilities and Fund Balance		\$ 188,600,674.12	\$ 1,957,856.85	\$ 1,828,243.71	\$ 16,285,845.28	\$ 811,363.50	\$ 18,176,734.20	\$ 5,426,087.11	\$ 979,205.24
Nonspendable: Revolving Cash, Stores, Prepd Exp.		670,221	2,000		354,459				
Restricted: C/O - Entitlements/Local Projects				0	5,430,781		3,102,713	4,649,349	301,111
Committed:			589,861			371,186			
Assigned: C/O - Other/ Tier III/Equip Rplcmnt									
G.A.S.B. 16		2,608,502							
Reserve for Economic Uncertainties		786,504							
Unassigned/Unappropriated Amount		4,450,947							
		29,726,850							

Combined Balance Sheet - All Fund Types - July 31, 2013

		Fund 35	Fund 40	Fund 41	Fund 56	Fund 73	Fund 75	Total
		County School	Special Reserve	Special Reserve	Debt Service	Foundation Trust	Foundation Trust	All Funds
		Facilities Fund	Capital	Building	Fund	Scholarship	Mem. Scholarship	
Acct								
Code								
<b>ASSETS:</b>								
1.	Cash							
	a) in County Treasury	9110	\$ 3,823,589.74	\$ 757,145.08	\$ 273,614.40	\$ 609,537.78	\$ 2,321.39	\$ 67,640,244.04
	b) Fair Value Adj to Cash in Cnty Treas	9111						
	c) in Revolving Fund	9130						33,140.00
	d) with Fiscal Agent	9135						-
	e) Collections Awaiting/Clearing	9140-45						0.01
		9150						
2.	Investments	9200						10,821,676.86
3.	Accounts Receivable	9310	4,271.00					246,762.29
4.	Due from Other Funds	9320						993,539.98
5.	Stores Accounts	9330						
6.	Prepaid Expenditures	9340						
7.	Other Current Assets							
	Total Assets		\$ 3,827,860.74	\$ 757,145.08	\$ 273,614.40	\$ 609,537.78	\$ 2,321.39	\$ 79,535,363.18
	Revenue Budget		\$ 15,114,826.00	\$ 5,000.00	\$ 1,500.00	\$ 1,263,316.00	\$ 15.00	\$ 181,563,540.00
	Less: Revenue Received to Date							(5,109,608.77)
	Total Assets		\$ 18,942,686.74	\$ 762,145.08	\$ 275,114.40	\$ 1,872,853.78	\$ 2,336.39	\$ 255,989,284.41
<b>LIABILITIES AND FUND BALANCE:</b>								
<b>Liabilities:</b>								
1.	Accounts Payable	9509-10						\$ 703,480.59
2.	Holding Accounts - Benefits	9511-18	5.20					2,203,563.78
3.	Federal Tax Holding	9542						
4.	Use Tax Liability	9550						630.09
5.	Other Current Liabilities	9551-70						(263.76)
6.	Deferred Payroll	9577						2,052.54
7.	Due to Other Funds/Current Loans	9610-40						3,636,762.29
8.	Deferred Revenue	9650						
	Total Liabilities		\$ 5.20	\$ -	\$ -	\$ -	\$ -	\$ 6,546,225.53
	Expense Budget		\$ 18,063,423.00	\$ 83,593.00	\$ -	\$ 1,260,816.00	\$ 29,098.00	\$ 198,453,370.00
	Less: Expenditures to Date		(342.75)	(4,000.00)				(4,545,478.03)
	Total Liabilities		\$ 18,063,085.45	\$ 79,593.00	\$ -	\$ 1,260,816.00	\$ 29,098.00	\$ 200,454,117.50
	Adjustment for Restatements							
	Projected Ending Balance		\$ 879,601.29	\$ 682,552.08	\$ 275,114.40	\$ 612,037.78	\$ 2,336.39	\$ 55,535,176.91
	Total Liabilities and Fund Balance		\$ 18,942,686.74	\$ 762,145.08	\$ 275,114.40	\$ 1,872,853.78	\$ 2,336.39	\$ 255,989,284.41
<b>Nonspendable: Revolving Cash, Stores, Prepd Exp.</b>								
<b>Restricted: C/O - Entitlements/Local Projects</b>								
<b>Committed:</b>								
<b>Assigned: C/O - Other/ Tier III/Equip Rplcmnt</b>								
<b>G.A.S.B. 16</b>								
<b>Reserve for Economic Uncertainties</b>								
<b>Unassigned/Unappropriated Amount</b>								
			879,601	682,552	275,114	612,038	2,336	1,026,680
								15,974,647
								961,048
								2,608,502
								786,504
								4,450,947
								29,726,850



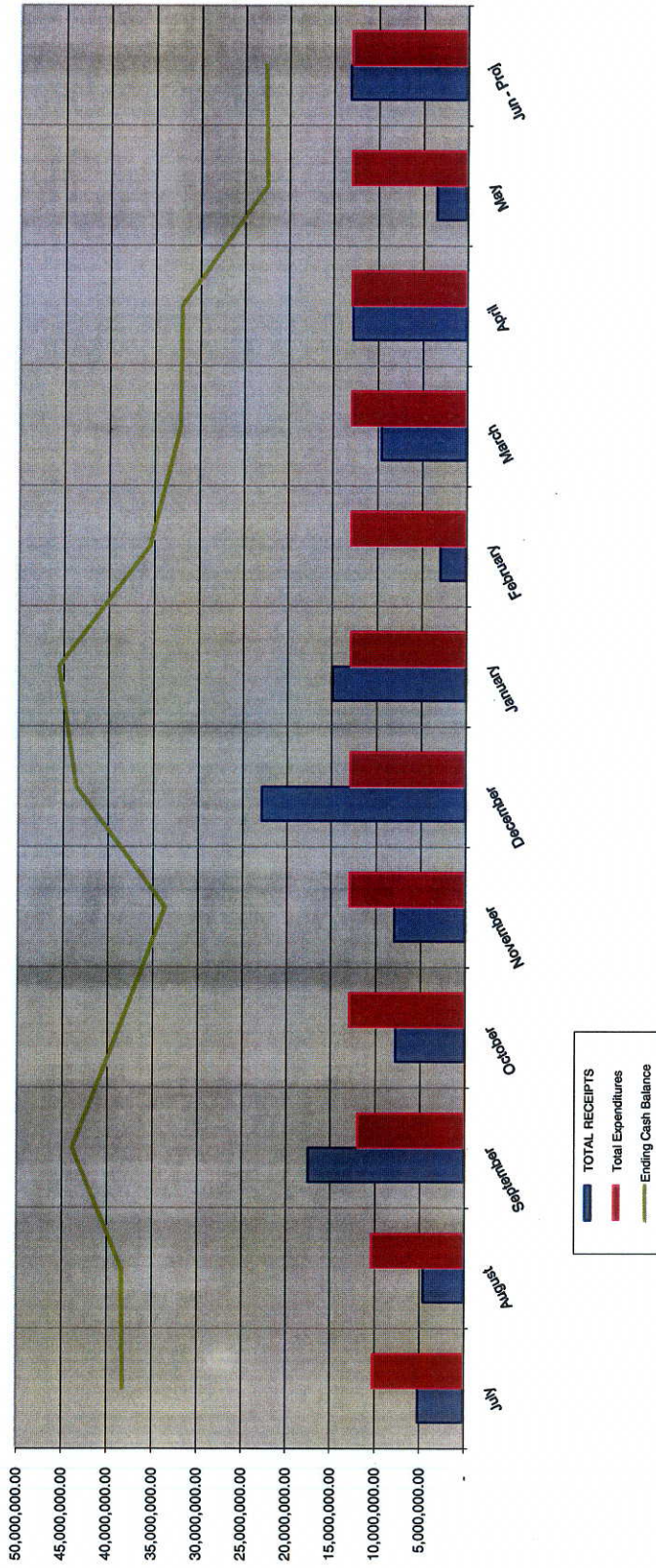
2013-14 Cash Flow Statement  
actuals through 7/31/2013

Column1	Column2	Column4	Column6	Column8	Column10	Column12	Column14	Column16	Column18	Column20	Column22	Column24	Column26	Column27
7/31/2013	July	August	September	October	November	December	January	February	March	April	May	Jun - Proj	Actuals	Total
A.														
B.	Beginning Cash Balance	26,807,503.44	38,105,344.69	38,277,078.58	43,782,420.04	38,600,420.55	43,509,139.67	45,472,994.18	35,445,376.57	32,048,881.31	31,940,481.77	22,395,458.60		
RECEIPTS														
Revenue Limit Sources														
Property Taxes														
Principal Apportionment	4,411,135.00	4,411,135.00	11,061,490.40	3,015,886.00	5,581,063.00	8,747,539.40	10,779,841.00	1,092,180.87	3,780,434.23	5,440,835.90	1,563,951.31	725,417.82	1,813,545.60	18,135,453.00
Miscellaneous Funds	200.87	(53,682.38)	(65,101.00)	(65,101.00)	(65,101.00)	(65,101.00)	(65,101.00)	(65,101.00)	(65,101.00)	(65,101.00)	(65,101.00)	(76,543.49)	-	80,458,512.78
Total Revenue Limit	4,411,335.87	4,357,452.62	10,996,389.40	2,950,785.00	5,515,962.00	18,682,438.40	10,714,740.00	1,027,079.87	3,715,333.23	8,923,734.90	1,498,850.31	3,815,367.33	21,113,159.60	(715,914.00)
Federal Income	124,380.70	967.68	507,177.00	2,579,579.00	-	507,177.00	2,579,579.00	-	795,501.00	3,144,791.87	286,391.00	3,504,405.75	0.00	97,878,567.78
State Income	168,906.86	-	5,474,421.00	1,718,988.00	1,889,805.00	3,010,196.00	1,101,087.00	1,376,654.00	4,523,822.00	254,853.00	1,101,087.00	4,874,095.00	1,688,272.14	14,029,950.00
Other Local Income	263,297.69	118,940.83	449,387.00	449,387.00	449,387.00	449,387.00	449,387.00	449,387.00	449,387.00	449,387.00	449,387.00	872,554.48	-	27,190,187.00
Interfund Transfers In	-	-	-	-	-	-	-	-	-	-	-	-	-	5,299,096.00
All Other Financing Sources	-	6,080.00	6,080.00	6,080.00	6,080.00	6,080.00	6,080.00	6,080.00	6,080.00	6,080.00	6,080.00	6,080.00	18,935.00	18,935.00
Other Receipts/Non-Revenue	121,273.38	28,465.91	-	-	-	-	-	-	-	-	-	-	-	66,974.00
Current Year Tran Revenue	-	-	-	-	-	-	-	-	-	-	-	-	883,886.71	1,033,626.00
Prior Year Tran Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL RECEIPTS	5,087,194.50	4,511,936.04	17,433,443.40	7,704,808.00	7,871,213.00	22,811,121.08	14,850,652.00	2,859,188.87	9,490,112.23	12,778,607.95	3,341,784.31	13,072,493.95	23,704,253.45	145,516,825.78
DISBURSEMENTS														
Certificated Salaries	854,468.19	6,143,394.00	6,143,394.00	6,143,394.00	6,143,394.00	6,143,394.00	6,143,394.00	6,143,394.00	6,143,394.00	6,143,394.00	6,143,394.00	6,143,394.00	(219)	66,491,801.00
Classified Salaries	697,057.12	1,510,002.00	1,510,002.00	1,510,002.00	1,510,002.00	1,510,002.00	1,510,002.00	1,510,002.00	1,510,002.00	1,510,002.00	1,510,002.00	1,510,002.00	28.88	17,307,106.00
Employee Benefits	1,351,525.37	2,990,960.00	2,990,960.00	2,990,960.00	2,990,960.00	2,990,960.00	2,990,960.00	2,990,960.00	2,990,960.00	2,990,960.00	2,990,960.00	2,990,960.00	18.63	34,252,104.00
Books & Supplies	68,226.01	1,191,032.00	1,191,032.00	1,191,032.00	1,191,032.00	1,191,032.00	1,191,032.00	1,191,032.00	1,191,032.00	1,191,032.00	1,191,032.00	1,191,032.00	(7.01)	13,167,571.00
Services	1,228,556.18	1,032,344.00	1,032,344.00	1,032,344.00	1,032,344.00	1,032,344.00	1,032,344.00	1,032,344.00	1,032,344.00	1,032,344.00	1,032,344.00	1,032,344.00	22.82	12,584,963.00
Capital Outlay	-	51,030.00	51,030.00	51,030.00	51,030.00	51,030.00	51,030.00	51,030.00	51,030.00	51,030.00	51,030.00	51,030.00	(3.00)	561,327.00
Other Outgo	102,434.14	62,601.00	62,601.00	62,601.00	62,601.00	62,601.00	62,601.00	62,601.00	62,601.00	62,601.00	62,601.00	62,601.00	16.96	791,062.00
Interfund Transfers Out	-	114,566.00	114,566.00	114,566.00	114,566.00	114,566.00	114,566.00	114,566.00	114,566.00	114,566.00	114,566.00	114,566.00	5.00	1,280,231.00
All Other Financing Uses	3,775.00	505.00	505.00	505.00	505.00	505.00	505.00	505.00	505.00	505.00	505.00	505.00	5.00	9,335.00
Other Disbursements/Non Exp	5,837,041.92	(2,783,472.18)	(4,558,332.06)	(209,626.52)	(209,626.52)	(209,626.52)	(209,626.52)	(209,626.52)	(209,626.52)	(209,626.52)	(209,626.52)	(209,626.52)	11,432,252.55	8,040,851.59
Current Year Tran Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prior Year Tran Expense	-	-	3,390,000.00	-	-	-	-	-	-	-	-	-	-	3,390,000.00
Total Expenditures	10,141,084.93	10,312,961.82	11,928,101.94	12,886,807.48	12,886,807.48	12,886,807.48	12,886,807.48	12,886,807.48	12,886,807.48	12,886,807.48	12,886,807.48	12,886,807.48	11,432,337.54	159,795,753.59
PRIOR YEAR TRANSACTIONS														
Accounts Receivable	17,924,653.80	6,598,481.56	-	-	-	-	-	-	-	-	-	-	3,467,216.37	27,990,351.73
Accounts Payable	1,572,932.12	625,721.89	-	-	-	-	-	-	-	-	-	-	77,259.91	2,276,913.92
TOTAL PRIOR YEAR TRANS	16,351,731.68	5,972,759.67	-	-	-	-	-	-	-	-	-	-	3,389,956.46	25,714,447.81
F. NET INCREASE/DECREASE	11,297,841.25	171,733.89	5,505,341.46	(5,181,999.48)	(5,015,594.48)	9,924,313.60	1,963,854.52	(10,027,617.61)	(3,396,595.25)	(108,199.54)	(9,545,023.18)	185,892.48	15,661,872.37	11,435,520.00
G. Ending Cash Balance	38,105,344.69	38,277,078.58	43,782,420.04	38,600,420.55	33,594,826.07	43,509,139.67	45,472,994.18	35,445,376.57	32,048,881.31	31,940,481.77	22,395,458.60	22,581,151.07	-	-
ENDING CASH PLUS ACCRUALS														38,243,023.44



2013-14 Cash Flow Statement  
actuals through 7/31/2013

Projected Cash Flow 2013-14

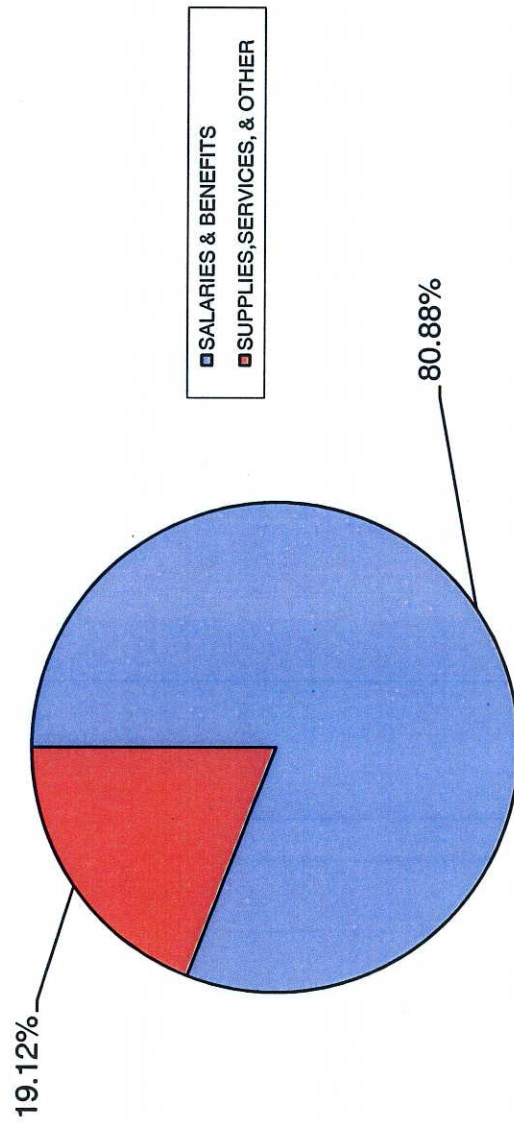


Pie chart showing the distribution of responses for Question 1. The chart is divided into four segments: 68% (blue), 19% (yellow), 9% (red), and 4% (green). A legend at the bottom identifies the segments as 1 (blue), 2 (red), 3 (yellow), and 4 (green).

Segment	Percentage
1	68%
2	9%
3	19%
4	4%

(1)	(2)	(3)	(4)
REVENUE LIMIT SOURCES	FEDERAL REVENUE	OTHER STATE REVENUE	OTHER LOCAL REVENUE
68%	10%	19%	4%
\$ 64,626,087 Principal Apportionment	\$ 1,145,562 Sp Ed-Entitlement (IDEA)	\$ 4,249,735 EIA Economic Impact Aid/Lep	\$ 140,000 Interest
15,832,432 Education Protection Account	- Sp Ed ARRA IDEA Basic	2,790,442 Transportation	1,071,846 Interagency Revenue
18,135,453 Property & Local Taxes	7,716,359 Title I (ESEA)	3,751,713 Class Size Reduction	3,619,989 Trsf'r Appor fr MCOE Sp Ed
168,784 PERS Reduction	170,330 Voc & Applied Tech	861,206 Mandated Costs	467,261 Sales/Other Local
(884,698) Charter Schools In-Lieu Taxes	536,920 Safety & Supportive Schls	2,524,271 Lottery	85,909 Other Sources & Tnsfrs
- State Aid Prior Year	1,137,829 Title II Part A	1,780,312 AfterSchool Program	-
-	2,309,878 Title IV - 21st Century	596,881 Lottery - Instructional Materials	
	890,878 Title III Part A (LEP)	39,388 Ag Voc Incentive Grants	
	-	662,400 Quality Education Invest	
	-	9,893,839 Tier II SBX 3 4 Flexibility	
	122,194 Other Federal Revenues	40,000 Other State Revenues	-
Total Revenue Limit	\$ 14,029,950 Total Federal Revenue	\$ 27,190,187 Total State Revenue	\$ 5,385,005 Total Local Revenue
\$ 97,878,058			\$ 144,483,200 Total District Revenue

**Madera Unified School District  
2013-14 General Fund Expenditure Budget, by object code  
July 31, 2013**



1		2
<b>SALARIES &amp; BENEFITS</b> 80.88%		<b>SUPPLIES,SERVICES, &amp; OTHER</b> 19.12%
\$ 68,431,801      Certificated Salaries		\$ 13,167,571      Books & Supplies
17,307,108      Classified Salaries		12,584,363      Services/Other Operating
34,252,104      Employee Benefits		561,327      Capital Outlay
-		667,927      Other Outgoing
		719,776      Debt Service
		(596,641)      Direct support/Indirect Costs
		1,260,231      Interfund Transf
		9,335      Other Uses
<b>\$ 119,991,013      Total</b>		<b>\$ 28,373,889      Total</b>
		<b>\$ 148,364,902      Total Expense Budget</b>



# HUMAN RESOURCES STAFFING LIST

## BOARD AGENDA – SEPTEMBER 24, 2013

### CERTIFICATED LEAVES OF ABSENCE

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

### CERTIFICATED SEPARATIONS

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

### CERTIFICATED NEW POSITION

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

### CERTIFICATED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Acacia Wilson	Teacher	MSHS	2013/2014	Replacement
2. Vivian Uchima	Academic Coach	District	2013/2014	Replacement
3. Song Dunlap	Teacher	Lincoln	2013/2014	New Position (General Funding)
4. Oscar Sanchez	Teacher	Nishimoto	2013/2014	New Position (General Funding)
5. To Be Announced	Director of Student Services	District	2013/2014	Replacement

### CLASSIFIED LEAVES OF ABSENCE

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Angelica Saldana	Classroom Aide	Preschool	09/19/13-06/06/14	Personal Leave

### CLASSIFIED SEPARATIONS

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Deborah Hull	Bus Driver	Transportation	09/11/13	Resignation
2. Arthur P. Gonzales	Groundsperson II	M&O	10/17/13	Retirement (31 Yrs.)
3. Carlos Ruiz	Groundsperson I	M&O	10/01/13	Retirement (8 Yrs.)
4. Hortencia Garcia	Clerk I	Adult Education	09/06/13	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. Twenty positions	Classroom Aides	Preschool	2013/2014	3.00	New Positions (Temporary thru 06/06/14)
2. One position	Assistant Superintendent	District	2013/2014	8.00	New Position (General Funding)
3. One position	Administrative & Support Services	District	2013/2014	8.00	New Position (General Funding)

### CLASSIFIED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. Juana Magdaleno	CN Technician I	Child Nutrition	2013/2014	3.00	Replacement
2. Erica Jimenez	Clerk II	Desmond	2013/2014	3.50	Replacement
3. Rosemary Scott	Paraprofessional Aide	Special Services	2013/2014	6.00	New Position (Special Ed. Funding)
4. Rachel Flores	Paraprofessional Aide	Special Services	2013/2014	7.00	Replacement

### COACHES

None



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 24, 2013

**Subject:** Second Reading and approval of revised Board Policies, Administrative Regulations, and Exhibits.

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

**Agenda Placement:** Old Business

**Background/rationale:**

- Revisions/New Language are recommended by CSBA on the following Board Policies, Administrative Regulations, and Exhibits:
  - BP 1312.3 – Community Relations – Uniform Complaint Procedure
  - AR 1312.3 - Community Relations – Uniform Complaint Procedure
  - AR 1312.4 - Community Relations – Williams Uniform Complaint Procedures
  - BP 5030 – Student Wellness
  - BP 5131.2 - Bullying
  - BP 5145.3 – Nondiscrimination/Harassment
  - E 5145.6 – Parental Notifications
  - AR 5148 – Child Care and Development
  - BP 6112 – School Day
  - AR 6112 – School Day
  - BP 6159.2 – Nonpublic, Nonsectarian School and Agency Services for Special Education
  - AR 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education
  - BP 6163.1 –Library Media Centers
  - BP 6164.6 – Identification and Education Under Section 504
  - AR 6164.6 – Identification and Education Under Section 504
  - BP 6177 – Summer School Learning Programs

**Financial impact:**

- None.

**Superintendent's recommendation:**

- The Superintendent recommends approval of the revised Board Policies, Administrative Regulations, and Exhibits.

**Supporting documents attached:**

- Revised Board Policies, Administrative Regulations and Exhibits.



## **Madera Unified School District Uniform Complaint Procedure**

### **Community Relations**

#### **Uniform Complaint Procedure**

The Governing Board recognizes that the District has the primary responsibility for complying with applicable state and federal laws and regulations governing educational programs. The District shall investigate and seek to resolve any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying in accordance with the uniform complaint procedures.

The District shall use the Uniform Complaint Procedures to resolve any complaint alleging unlawful discrimination, harassment, intimidation, or bullying in district programs and activities based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 and 220, Penal Code 422.55, or Government Code-11135, or based on association with a person or group with one or more of these actual or perceived characteristics.

*(cf. 0410 Nondiscrimination in District Programs and Activities)*

*(cf. 4030 Nondiscrimination in Employment)*

*(cf. 4031 Complaints Concerning Discrimination in Employment)*

*(cf. 5131.2 Bullying)*

*(cf. 5145.3 Nondiscrimination/Harassment)*

*(cf. 5145.7) Sexual Harassment*

The Uniform Complaint Procedure shall also be used to address any complaints alleging the district's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the adoption of a school safety plan, and state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, special education programs.

*(cf. 0450 Comprehensive Safety Plan)*

*(cf. 1312.1 -Complaints Concerning District Employees)*

*(cf. 1312.2 Complaints Concerning Instructional Materials)*

*(cf. 3260 Fees and Charges)*

*(cf. 3320 Claims and Actions Against the District)*

*(cf. 3553 Free and Reduced Price Meals)*

*(cf. 3555 Nutrition Program Compliance)*

*(cf. 5141.4 Child Abuse Prevention and Reporting)*

*(cf. 5148 Child Care and Development)*

*(cf. 6159 Individualized Education Program)*

*(cf. 6171 Title I Programs)*  
*(cf. 6174 -Education for English Language Learners)*  
*(cf. 6175 Migrant Education Program)*  
*(cf. 6178 Vocational Education)*  
*(cf. 6178.1 Work-Based Learning)*  
*(cf. 6178.2 Regional Occupational Center/Program)*  
*(cf. 6200 Adult Education)*

### **Preference for Early Informal Resolution of Complaints**

The Board encourages the early, informal resolution of complaints at the site level whenever possible. The Board believes that the community is more efficiently served by authorizing the site principal or program manager to address complaints informally and promptly. Therefore, a complainant shall be given the option of pursuing an informal resolution of her/his complaint at the site level.

If the complainant does not wish to pursue an informal resolution of her/his complaint at the site level, or in instances in which the complainant is dissatisfied with the findings, conclusions, or response of the site principal or of the program manager when handled informally, the complainant may file a complaint in accordance with the Uniform Complaint Procedures.

In those circumstances in which the site principal or program manager has become a subject of the complaint, the direct supervisor shall oversee the informal resolution of the complaint.

The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:

1. Sufficiency of textbooks or instructional materials
2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff
3. Teacher vacancies and misassignment
4. Deficiency in the district's provision of instruction and/or services to any student who, by the completion of grade 12, has not passed one or both parts of the high school exit examination.

*(cf. 1312.4 Williams Uniform Complaint Procedures)*

### **Confidentiality**

In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate for any complaint alleging discrimination, harassment, intimidation, or bullying, the Superintendent or designee may keep the identity

of a complainant confidential to the extent that the investigation of the complaint is not obstructed.

*(cf. 4119.23/4219.23/4319.23 Unauthorized Release of Confidential/Privileged Information)*  
*(cf. 5125 Student Records)*  
*(cf. 9011 Disclosure of Confidential/Privileged Information)*

### **Protection from Retaliation**

The Board prohibits retaliation in any form for participating in complaint procedures, including but not limited to the filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades or work assignments of the complainant or any individual associated with the complainant.

### **Third Party Mediation**

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties to a dispute. In accordance with the Uniform Complaint Procedure, whenever all parties to a complaint agree to try and resolve a complaint through mediation, the Superintendent or designee shall initiate mediation. The Superintendent or designee shall ensure that mediation results are consistent with state and federal laws and regulations.

### **Availability of Complaint Forms**

Complaint forms are available at the following locations in these District Offices: Chief Academic Office, Human Resources, Educational Services, Student Services, State and Federal Projects, Business Services, and Maintenance and Operations. Forms are also available at all school sites. A complaint may be written and submitted without the use of the form. The completed form must be turned in to the Office of the Chief Academic Officer for processing.

Legal Reference:

*EDUCATION CODE*

*200-262.4 Prohibition of discrimination*

*8200-8498 Child care and development programs*

*8500-8538 Adult basic education*

*18100-18203 School libraries*

*32289 School safety plan, uniform complaint procedures*

*35186 Williams uniform complaint procedures*

*37254 Intensive instruction and services for students who have not passed exit exam*

*41500-41513 Categorical education block grants*

*48985 Notices in language other than English*

*49010-49013 Student Fees*

*49060-49079 Student records*

*49490-49590 Child nutrition programs*

*52160-52178 Bilingual education programs*

*52300-52490 Career technical education*

52500-52616.24 *Adult schools*  
52800-52870 *School-based program coordination*  
54000-54028 *Economic impact aid programs*  
54100-54145 *Miller-Unruh Basic Reading Act*  
54400-54425 *Compensatory education programs*  
54440-54445 *Migrant education*  
54460-54529 *Compensatory education programs*  
56000-56867 *Special education programs*  
59000-59300 *Special schools and centers*  
64000-64001 *Consolidated application process*  
GOVERNMENT CODE  
11135 *Nondiscrimination in programs or activities funded by state*  
12900-12996 *Fair Employment and Housing Act*  
PENAL CODE  
422.6 *Interference with constitutional right or privilege*  
CODE OF REGULATIONS, TITLE 5  
3080 *Application of section*  
4600-4687 *Uniform complaint procedures*  
4900-4965 *Nondiscrimination in elementary and secondary education programs*  
UNITED STATES CODE, TITLE 20  
6301-6577 *Title I basic programs*  
6601-6777 *Title II preparing and recruiting high quality teachers and principals*  
6801-6871 *Title III language instruction for limited English proficient and immigrant students*  
7101-7184 *Safe and Drug-Free Schools and Communities Act*  
7201-7283g *Title V promoting informed parental choice and innovative programs*  
7301-7372 *Title V rural and low-income school programs*

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr>

Policy	MADERA UNIFIED SCHOOL DISTRICT
adopted:	November 13, 2012 Madera, California
revised:	September 24, 2013

## **Madera Unified School District Uniform Complaint Procedure**

### **Community Relations**

#### **Uniform Complaint Procedures**

Except as the Governing Board may otherwise specifically provide in other Board policies, the uniform complaint procedures shall be used only to investigate and resolve complaints alleging violations of federal or state laws or regulations governing specific educational programs, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and unlawful discrimination, harassment, intimidation, or bullying, as specified in accompanying Board policy.

*(cf. 1312.1 Complaints Concerning District Employees)*

*(cf. 1312.2 Complaints Concerning Instructional Materials)*

*(cf. 1312.4 Williams Uniform Complaint Procedures)*

*(cf. 4031 Complaints Concerning Discrimination in Employment)*

The district's uniform complaint procedures policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning uniform complaint procedures shall be translated into that language. *(Education Code 234.1, 48985)*

*(cf. 5145.6 Parental Notification)*

The following general principles are to be followed to ensure that complainants are connected with the appropriate District personnel and to ensure that the appropriate procedures are used:

1. Employees or community members shall contact site principals and program managers with concerns of any kind.
2. Employees or community members shall direct complainants to the Chief Academic Officer when complainants register their concerns at the District Office.
3. In all cases in which the Uniform Complaint Procedures are applicable, site principals, program managers, and the Office of the Chief Academic Officer shall take the following actions:
  - a. Advise the complainant of her/his right to invoke the formal Uniform Complaint Procedure, including those instances in which successful resolution at the informal level appears likely.
  - b. Provide complainants with a copy of the Uniform Complaint Procedures form and offer assistance in filling out the form as needed.

- c. Advise complainants that all Uniform Complaint Procedures forms are submitted to the Office of the Chief Academic Officer.
- 4. The Office of the Chief Academic Officer is responsible for all of the following activities:
  - a. Intake and logging of complaints.
  - b. Assignment of the complaints to the appropriate compliance officer.
  - c. Monitoring cases through their resolution, including any possible appeals.
  - d. Maintenance of all records pertaining to each case.

### **Compliance Officers**

The following compliance officer(s) shall receive and investigate complaints and shall ensure district compliance with law in the following programs/services:

#### **Adult Education**

Coordinator of Adult Education/CTE/ROP  
1902 Howard Road, Madera, CA 93637  
559-675-4500

#### **Consolidated Categorical Aid Programs**

Director of Categorical Programs/English Learners  
1902 Howard Road, Madera, CA 93637  
559-675-4500

#### **Migrant Education**

Director of Migrant Education -Merced County Office of Education  
632 W. 13th Street, Merced, CA 95340  
209-381-6600

#### **Career Technical and Technical Education and Training Programs**

Coordinator of Adult Education/CTE/ROP  
1902 Howard Road, Madera, CA 93637  
559-675-4500

#### **Child Care and Developmental Programs**

Director of PreSchool  
1902 Howard Road, Madera, CA 93637  
559-675-4500



Child Nutrition Programs  
Director of Child Nutrition  
769 South Pine, Madera CA 93637  
559-675-4546

Special Education Programs  
Director of Special Services  
1902 Howard Road, Madera, CA 93637  
559-675-4500

Safety Planning Requirements  
Director of Student Services  
1902 Howard Road, Madera, CA 93637  
559-675-4500

The Governing Board designates the following compliance officer(s) to directly receive or to indirectly receive complaints through the Office of the Chief Academic Officer and to investigate complaints regarding unlawful discrimination:

Incidents Involving Discrimination by Certificated and Classified Staff  
Director of Human Resources  
1902 Howard Road, Madera, CA 93637  
559-675-4500, Ext. 275

Incidents Involving Discrimination by Students  
Director of Student Services  
1902 Howard Road, Madera, CA 93637  
559-675-4500, Ext. 235

### **Knowledge Regarding Laws and Programs**

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

*(cf. 9124 Attorney)*

### **Notification**

The Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (*Education Code 262.3, 49013; 5 CCR 4622*)

*(cf. 0420 School Plans/Site Councils)*  
*(cf. 1220 Citizen Advisory Committees)*

*(cf. 3260 Fees and Charges)*  
*(cf. 4112.9/4212.9/4312.9 Employee Notifications)*  
*(cf. 5145.6 Parental Notifications)*

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints.
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable.
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies.
4. Include statements that:
  - a. The district has the primarily responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
  - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
  - c. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.
  - d. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 days of receiving the district's decision.
  - e. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.
  - f. Copies of the district's uniform complaint procedures are available free of charge.

## **Procedures**

All complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint. *(5 CCR 4631)*

Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled and when a decision or ruling is made.

### Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of the district's alleged noncompliance with federal or state laws or regulations governing educational programs. (5 CCR 4630)

A complaint concerning unlawful discrimination, harassment, intimidation, or bullying, may be filed only by a person who alleges that he/she person suffered unlawful discrimination, harassment, intimidation, or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. However, upon written request by the complainant, the Superintendent or designee may extend the filing period for up to 90 calendar days. (5 CCR 4630)

A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. (Education Code 49013)

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

### Step 2: Mediation

Within three business days of receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging discrimination, harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (5 CCR 4631)

### Step 3: Investigation of Complaint

Within 10 calendar days of receiving the complaint, the compliance officer shall provide the complainant and/or his/her representative an opportunity to present the complaint and any

evidence, or information leading to evidence, to support the allegations in the complaint. The compliance officer also shall collect all documents and interview all witnesses with information pertinent to the complaint.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation.  
(5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

#### Step 4: Response

Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant.  
(5 CCR 4631)

#### Step 5: Final Written Decision

The district's decision shall be in writing and sent to the complainant. (5 CCR 4631)

The district's decision shall be written in English and, when required by Education Code 48985, in the complainant's primary language.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. The conclusion(s) of law

3. Disposition of the complaint
4. Rationale for such disposition
5. Corrective actions, if any are warranted
6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the California Department of Education and procedures to be followed for initiating such an appeal.

In addition, any decision concerning a discrimination, harassment, intimidation, or bullying complaint based on state laws shall include a notice that the complainant must wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. (*Education Code 262.3*)

If an investigation of a complaint results in discipline to a student or an employee, the decision shall simply state that effective action was taken and that the student or employee was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action.

If the complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges is found to have merit, the district shall provide a remedy to all affected students and parents/guardians, which, where applicable, shall include reasonable efforts to ensure full reimbursement to them. (*Education Code 49013*)

### **Appeals to the California Department of Education**

If dissatisfied with the district's decision, the complainant may appeal in writing to the CDE. (*Education Code 49012; 5 CCR 4632*)

The complainant shall file his/her appeal within 15 days of receiving the district's decision and the appeal shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (*5 CCR 4632*)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (*5 CCR 4633*)

1. A copy of the original complaint.
2. A copy of the district's decision.
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision.

4. A copy of the investigation file, including but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator.
5. A report of any action taken to resolve the complaint.
6. A copy of the district's uniform complaint procedures.
7. Other relevant information requested by the CDE.

The California Department of Education may directly intervene in a complaint without waiting for action by the district when one of the conditions listed in 5 CCR 4650 exists, including when the District has not taken action within 60 calendar days of the date the complaint was filed with the district. (5 CCR 4650)

### **Civil Law Remedies**

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

For complaints alleging discrimination, harassment, intimidation, and bullying based on state law, a complainant shall wait until 60 calendar days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies, provided the district has appropriately and in a timely manner apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622. The moratorium does not apply to injunctive relief and to discrimination complaints based on federal law. (*Education Code 262.3*)

Regulation: MADERA UNIFIED SCHOOL DISTRICT  
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## **Williams Uniform Complaint Procedures**

### **Community Relations**

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.

### **Types of Complaints**

The District shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred:

*(Education Code 35186; 5 CCR 4681, 4682, 4683)*

1. Textbooks and instructional materials
  - a. A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other require instructional materials to use in class.
  - b. A pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
  - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
  - d. A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

2. Teacher vacancy or misassignment

- a. A semester begins and a teacher vacancy exists.
- b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.

*(cf. 4112.22 - Staff Teaching pupils of Limited English Proficiency)*

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester.

*(Education Code 35186; 5 CCR 4600)*

Beginning of the year or semester means the first day classes necessary to serve all the pupils enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day pupils attend classes for that semester. *(5 CCR 4600)*

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. *(Education Code 35186; 5 CCR 4600)*

*(cf. 4112.2 - Certification)*

*(cf. 4113 - Assignment)*

### 3. Facilities

- a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of pupils or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; or structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. *(Education Code 17592.72)*

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers. *(Education Code 35292.5)*

Open restroom means the school has kept all restrooms open during school hours when pupils are not in classes and has kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when the temporary closing of the restroom is necessary for pupil safety or to make repairs. *(Education Code 35292.5)*

4. High school exit examination intensive instruction and services

A pupil, including an English learner, who has not passed the exit exam by the end of grade 12 was not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after completion of grade 12 for two consecutive academic years or until the pupil has passed both parts of the exam, whichever comes first. (*Education Code 35186*)

(*cf. 6162.52 - High School Exit Examination*)

(*cf. 6179 - Supplemental Instruction*)

**Filing of Complaint**

A complaint alleging any condition(s) specified in items #1-3 in the section entitled "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee in a timely manner, but not to exceed 10 working days. (*Education Code 35186; 5 CCR 4680*)

A complaint alleging any deficiency specified in item #4 in the section entitled "Types of Complaints" above shall be filed with a district official designated by the Superintendent. Such complaints may be filed at the district office or school site and shall be immediately forwarded to the Superintendent or designee. (*Education Code 35186*)

**Investigation and Response**

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (*Education Code 35186; 5 CCR 4685*)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to the complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. If a response is requested, the response shall be made to the mailing address of the complainant as indicated on the complaint form. At the same time, the principal or designee shall report the same information to the Superintendent or designee. (*Education Code 35186; 5 CCR 4680, 4685*)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (*Education Code 35186*)

If a complainant is not satisfied with the resolution of a complaint, he/she has the right to describe the complaint to the Governing Board of Education at a regularly scheduled meeting. (*Education Code 35186; 5 CCR 4686*)

## AR 1312.4(d)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of pupils or staff as described in item #3a in the section entitled "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632.

*(Education Code 35186; 5 CCR 4687)*

All complaints and written responses shall be public records.

*(Education Code 35186; 5 CCR 4686)*

*(cf. 1340 - Access to District Records)*

### Reports

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board of Education and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting.

*(Education Code 35186; 5 CCR 4686)*

### Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. *(Education Code 35186; 5 CCR 4680)*

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. *(Education Code 35186; 5 CCR 4680)*

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186.

*(Education Code 35186)*

Legal Reference:

*EDUCATION CODE*

*1240 County superintendent of schools, duties*

*17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account*

*33126 School accountability report card*

*35186 Williams uniform complaint procedure*

*35292.5 Restrooms, maintenance and cleanliness*

*37254 Supplemental instruction based on failure to pass exit exam by end of grade 12*

*48985 Notice to parents in language other than English*

*60119 Hearing on sufficiency of instructional materials*

*CODE OF REGULATIONS, TITLE 5*

*4600-4687 Uniform complaint procedures, especially:*

*4680-4687 Williams complaints*

Management Resources:

*WEB SITES*

*CSBA: <http://www.csba.org>*

*California County Superintendents Educational Services Association: <http://www.ccesa.org>*

*California Department of Education, Williams case:*

*<http://www.cde.ca.gov/eo/ce/wc/index.asp>*

*State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>*

Regulation	MADERA UNIFIED SCHOOL DISTRICT
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## Student Wellness

The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for District students. The Superintendent or designee coordinate and align district efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

*(cf. 1020 – Youth Services)*  
*(cf. 3513.3 - Tobacco-Free Schools)*  
*(cf. 3514 - Environmental Safety)*  
*(cf. 5131.6 - Alcohol and Other Drugs)*  
*(cf. 5131.61 - Drug Testing)*  
*(cf. 5131.62 - Tobacco)*  
*(cf. 5131.63 - Steroids)*  
*(cf. 5141 - Health Care and Emergencies)*  
*(cf. 5141.22 - Infectious Diseases)*  
*(cf. 5141.3 - Health Examinations)*  
*(cf. 5141.31 - Immunizations)*  
*(cf. 5141.32 - Health Screening for School Entry)*  
*(cf. 5141.6 - School Health Services)*  
*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)*  
*(cf. 6164.2 - Guidance/Counseling Services)*

## School Health Council/Committee

The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update the district's student wellness policy (42 USC 1758b)

The school wellness committee meets as part of the "Wellness Committee." The committee consists of parents/guardians of students, school food professionals, school administrators, Board representatives, members of the public, elementary physical education department, school nurses, and community members.

*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 9140 - Board Representatives)*

The wellness committee shall advise the District on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the council's charge(s) may



include the planning and implementation of activities to promote health within the school or community.

### **Goals for Nutrition, Physical Activity, and Other Wellness Activities**

The Board shall adopt goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. (42 USC 1751)

In compliance with The Alliance for a Healthier Generation guidelines, the Board directs that The Alliance for a Healthier Generation guidelines shall model all District wellness activities and procedures. The guidelines are inclusive as Exhibit 5030.

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

The District's nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

*(cf. 6011 - Academic Standards)*

*(cf. 6142.7 – Physical Education and Activity)*

*(cf. 6142.8 – Comprehensive Health Education)*

*(cf. 6143 - Courses of Study)*

The nutrition education program include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program, before- and after-school programs, summer learning programs, and school garden programs.

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 6142.8 - Comprehensive Health Education)*

All students in grades K-12 shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education, recess, school athletic programs, extracurricular programs, before- and/or after-school programs, and other structured and unstructured activities.

*(cf. 5142.2 – Safe Routes to School Program)*

*(cf. 6145 - Extracurricular and Co-curricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

*(cf. 1330.1 – Joint Use Agreements)*

The Superintendent or designee may disseminate health information and/or the district's student wellness policy to parents/guardians through district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance.

*(cf. 1100 – Communication with the Public)*

*(cf. 1112 – Media Relations)*

*(cf. 1113 – District and School Web Sites)*

*(cf. 1114 – District-Sponsored Social Media)*

*(cf. 6020 – Parent Involvement)*

The Superintendent or designee shall encourage staff to serve as positive role models. He/she shall promote and may provide opportunities for regular physical activity among employees. Professional development may include instructional strategies that assess health knowledge and skills and promote healthy behaviors.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of non-nutritious foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, free give-aways, or other means.

*(cf. 1325 - Advertising and Promotion)*

In order to ensure that students have access to comprehensive health services, the district may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition

*(cf. 5131.2 – Bullying)*

*(cf. 5145.3 – nondiscrimination/Harassment)*

### **Nutritional Guidelines for Foods Available at School**

For all foods available on each campus during the school day, the district shall adopt nutritional guidelines which are consistent with 42 USC 1773 and 1779 and federal regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b).

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

*(cf. 3550 – Food Service/Child Nutrition Program)*

*(cf. 3553 – Summer Meal Program)*

*(cf. 3553 – Free and Reduced Price Meals)*

*(cf. 5141.27 – Food Allergies/Special Dietary Needs)*

*(cf. 5148 – Child Care and Development)*

*(cf. 5148.3 – Preschool/Early Childhood Education)*

The Superintendent or designee shall provide access to free, potable water during meal times in the food service area in accordance with Education Code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and serving water in an appealing manner.

The Board believes that all foods and beverages sold to students at District schools, including those available outside the districts food services program, should support the health curriculum and promote optimal health. Nutritional standards adopted by the district for food and beverages provided through student stores, vending machines, or other venues, shall meet or exceed state and federal nutritional standards.

*(cf. 3312 - Contracts)*

*(cf. 3554 - Other Food Sales)*

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes. He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

*(cf. 1230 - School-Connected Organizations)*

School staff shall encourage parents/guardians or other volunteers to support the District's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties and by limiting foods or beverages that do not meet

nutritional standards to no more than one such food or beverage per party. Class parties or celebrations shall be held after the lunch period when possible.

### **Guidelines for Reimbursable Meals**

Foods and beverages provided through federally reimbursable school meal programs shall meet or exceed federal regulations and guidance issued pursuant to 42 USC 1758(f)(1), 1766(a), and 1779(a) and (b), as they apply to schools. (42 USC 1751 Note)

In order to maximize the District's ability to provide nutritious meals and snacks, all District schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs, to the extent possible.

*(cf. 3553 - Free and Reduced Price Meals)*

### **Program Implementation and Evaluation**

The Superintendent shall designate one or more district or school employees, as appropriate, to ensure that each school site complies with this policy (42 USC 175b)

*(cf. 0500 - Accountability)*

*(cf. 3555 – Nutrition Program Compliance)*

The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every two years.

The assessment shall include the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy (42 USC 1758b)

The Board and the Superintendent or designee shall establish indicators that will be used to measure implementation and effectiveness of the district activities related to student wellness. Such indicators may include, but are not limited to:

1. Descriptions of the District's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements.
2. Number of minutes of physical education instruction offered at each grade span, and the estimated percentage of class time spent in moderate to vigorous physical activity
3. Results of the state's physical fitness test at applicable grade levels

4. An analysis of the nutritional content of meals and snacks served in all district programs, based on a sample of menus and production records.
5. Student participation rates in school meal programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program.
6. Extent to which foods sold on campus outside the food services program, such as through vending machines, student stores, or fundraisers, comply with nutritional standards.
7. Any other indicators recommended by the Superintendent and approved by the Board

The Superintendent or designee shall invite feedback on district and school wellness report to the Board at least every two years on the implementation of this policy and any other Board policies related to nutrition and physical activity.

### **Posting Requirements**

Each school shall post the District's policies and regulations on nutrition and physical activity in public view within all school cafeterias or in other central eating areas. (Education Code 49432)

### *Legal References:*

#### **EDUCATION CODE**

*33350-33354 CDE responsibilities re: physical education*  
*49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001*  
*49490-49494 School breakfast and lunch programs*  
*49500-49505 School meals*  
*49510-49520 Nutrition*  
*49530-49536 Child Nutrition Act*  
*49540-49546 Child care food program*  
*49547-49548.3 Comprehensive nutrition services*  
*49550-49561 Meals for needy students*  
*49565-49565.8 California Fresh Start pilot program*  
*49570 National School Lunch Act*  
*51210 Course of study, grades 1-6*  
*51220 Course of study, grades 7-12*  
*51222 Physical education*  
*51223 Physical education, elementary schools*  
*51795-51796.5 School instructional gardens*  
*51880-51921 Comprehensive health education*

#### **CODE OF REGULATIONS, TITLE 5**

*15500-15501 Food sales by student organizations*  
*15510 Mandatory meals for needy students*



*15530-15535 Nutrition education*

*15550-15565 School lunch and breakfast programs*

UNITED STATES CODE, TITLE 42

*1751-1769 National School Lunch Program, especially:*

*1758b Local wellness policy*

*1771-1791 Child Nutrition Act, especially:*

*1773 School Breakfast Program*

*1779 Rules and regulations, Child Nutrition Act*

CODE OF FEDERAL REGULATIONS, TITLE 7

*210.1-210.31 National School Lunch Program*

*220.1-220.21 National School Breakfast Program*

COURT DECISIONS

*Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781*

Management Resources:

CSBA PUBLICATIONS

*Increasing Access to Drinking Water in Schools, Policy Brief, March 2013*

*Monitoring for Success: A Guide for Assessing and Strengthening Wellness Policies, rev. 2012*

*Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. April 2012*

*Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009*

*Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009*

*Physical Education and California Schools, Policy Brief, rev. October 2007*

*Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012*

*School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003*

*Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009*

CALIFORNIA PROJECT LEAN PUBLICATIONS

*Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006*

CENTER FOR COLLABORATIVE SOLUTIONS

*Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Health Eating, Physical Activity and Food Security in Afterschool Programs, March 2010.*

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

*School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide 2005*

FEDERAL REGISTER

*Rules and Regulations, January 26, 2012, Vol.77, Number 17, pages 4088-4167*

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

*Fit, Healthy and Ready to Learn*, 2000  
U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS  
*Dietary Guidelines for Americans*, 2005  
*Changing the Scene, Improving the School Nutrition Environment: A Guide to Local Action*,  
2000

WEB SITES

CSBA: <http://www.csba.org>  
Action for Healthy Kids: <http://www.actionforhealthykids.org>  
California Department of Education, Nutrition Services  
Division: <http://www.cde.ca.gov/ls/nu>  
California Department of Public Health: <http://www.cdph.ca.gov>  
California Healthy Kids Resource Center: <http://www.californiahealthykids.org>  
California Project LEAN (Leaders Encouraging Activity and  
Nutrition): <http://www.californiaprojectlean.org>  
California School Nutrition Association: <http://www.calsna.org>  
Center for Collaborative Solutions <http://www.ccscenter.org>  
Centers for Disease Control and Prevention: <http://www.cdc.gov>  
Dairy Council of California: <http://www.dairycouncilofca.org>  
National Alliance for Nutrition and  
Activity: <http://www.cspinet.org/nutritionpolicy/nana.html>  
National Association of State Boards of Education: <http://www.nasbe.org>  
School Nutrition Association: <http://www.schoolnutrition.org>  
Society for Nutrition Education: <http://www.sne.org>

Policy: MADERA UNIFIED SCHOOL DISTRICT  
adopted: December 13, 2011 Madera, California  
revised: September 24, 2013

## **Bullying**

### **Students**

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

*(cf. 5131 - Conduct)*

*(cf. 5136 - Gangs)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

*(cf. 5145.2 - Freedom of Speech/Expression)*

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 6020 - Parent Involvement)*

### **Bullying Prevention**

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

*(cf. 5137 - Positive School Climate)*  
*(cf. 6164.2 - Guidance/Counseling Services)*

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

*(cf. 6163.4 - Student Use of Technology)*  
*(cf. 6142.8 - Comprehensive Health Education)*  
*(cf. 6142.94 - History-Social Science Instruction)*

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

### **Intervention**

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

### **Complaints and Investigation**

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

### **Discipline**

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

*(cf. 5144 - Discipline)*

*(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)*

#### *Legal Reference:*

##### **EDUCATION CODE**

200-262.4 *Prohibition of discrimination*

32282 *Comprehensive safety plan*

35181 *Governing board policy on responsibilities of students*

35291-35291.5 *Rules*

48900-48925 *Suspension or expulsion*

48985 *Translation of notices*

##### **PENAL CODE**

647 *Use of camera or other instrument to invade person's privacy; misdemeanor*

647.7 *Use of camera or other instrument to invade person's privacy; punishment*

653.2 *Electronic communication devices, threats to safety*

##### **UNITED STATES CODE, TITLE 47**

254 *Universal service discounts (e-rate)*

##### **COURT DECISIONS**

*J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094*

*Lavine v. Blaine School District, (2002) 279 F.3d 719*



*Management Resources:*

*CSBA PUBLICATIONS*

*Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012*

*Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011*

*Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010*

*Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007*

*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*

*Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008*

*Bullying at School, 2003*

*U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS*

*Dear Colleague Letter: Harassment and Bullying, October 2010*

*WEB SITES*

*CSBA: <http://www.csba.org>*

*California Cybersafety for Children: <http://www.cybersafety.ca.gov>*

*California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>*

*Center for Safe and Responsible Internet Use: <http://cyberbully.org>*

*National School Boards Association: <http://www.nsba.org>*

*National School Safety Center: <http://www.schoolsafety.us>*

*U.S. Department of Education, Office for Civil Rights:*

*<http://www.ed.gov/about/offices/list/ocr>*

Policy     MADERA UNIFIED SCHOOL DISTRICT

adopted: August 28, 2012     Madera, California

revised: September 24, 2013

## Nondiscrimination/Harassment

### Students

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation, and bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

*(cf. 5146 - Married/Pregnant/Parenting Students)*

*(cf. 6164.6 - Identification and Education Under Section 504)*

Prohibited discrimination, harassment, intimidation, or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe and pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.

The Superintendent or designee shall provide age-appropriate training and information to students, parents/guardians, and employees regarding discrimination, harassment, intimidation, and bullying, including, but not limited to, the district's nondiscrimination policy, what constitutes prohibited behavior, how to report incidents, and to whom such reports should be made.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

In providing instruction, guidance, supervision, or other services to district students, employees and volunteers shall carefully guard against segregating or stereotyping students.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

*(cf. 6164.2 - Guidance/Counseling Services)*

The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.

Students who engage in discrimination, harassment, intimidation, bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate discipline, up to and including counseling, suspension, and/or expulsion. Any employee who permits or engages in prohibited discrimination, harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

*(cf. 4118 - Suspension/Disciplinary Action)*

*(cf. 4119.21/4219.21/4319.21- Professional Standards)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

*(cf. 5145.2 - Freedom of Speech/Expression)*

### **Grievance Procedures**

The following position is designated Coordinator for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying, and to answer inquiries regarding the district's nondiscrimination policies:

Human Resources  
1902 Howard Road  
Madera, CA 93637  
(559) 675-4500

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

Any student who feels that he/she has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall report the incident to the Coordinator or principal, whether or not the victim files a complaint

In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district's policy shall also be posted on the district web site or any other location that is easily accessible to students.

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*

*(cf. 6163.4 - Student Use of Technology)*

When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.

*Legal Reference:*

*EDUCATION CODE*

*200-262.4 Prohibition of discrimination*

*48900.3 Suspension or expulsion for act of hate violence*

*48900.4 Suspension or expulsion for threats or harassment*

*48904 Liability of parent/guardian for willful student misconduct*

*48907 Student exercise of free expression*

*48950 Freedom of speech*

*48985 Translation of notices*

*49020-49023 Athletic programs*

*51500 Prohibited instruction or activity*

*51501 Prohibited means of instruction*

*60044 Prohibited instructional materials*

*CIVIL CODE*

*1714.1 Liability of parents/guardians for willful misconduct of minor*

*PENAL CODE*

*422.55 Definition of hate crime*

*422.6 Crimes, harassment*

*CODE OF REGULATIONS, TITLE 5*

*4600-4687 Uniform Complaint Procedures*

*4900-4965 Nondiscrimination in elementary and secondary education programs*

*UNITED STATES CODE, TITLE 20*

*1681-1688 Title IX of the Education Amendments of 1972*

*UNITED STATES CODE, TITLE 42*

*2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended*

*2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964*

*CODE OF FEDERAL REGULATIONS, TITLE 34*

*100.3 Prohibition of discrimination on basis of race, color or national origin*

*104.7 Designation of responsible employee for Section 504*

106.8 *Designation of responsible employee for Title IX*

106.9 *Notification of nondiscrimination on basis of sex*

COURT DECISIONS

*Donovan v. Poway Unified School District*, (2008) 167 Cal.App.4th 567

*Flores v. Morgan Hill Unified School District*, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

*Safe Schools: Strategies for Governing Boards to Ensure Student Success*, 2011

*Providing a Safe, Nondiscriminatory School Environment for All Students*, Policy Brief, April 2010

FIRST AMENDMENT CENTER PUBLICATIONS

*Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground*, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

*Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity*, 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

*Dear Colleague Letter: Harassment and Bullying*, October 2010

*Notice of Non-Discrimination*, January 1999

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendment.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr>

Policy: MADERA UNIFIED SCHOOL DISTRICT

adopted: August 28, 2012 Madera, California

revised: September 24, 2013



## Parental Notifications

### Students

**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 and provides that districts are deemed in compliance with the program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result of this flexibility, the district may choose to temporarily suspend certain provisions of the following policy or administrative regulation that reflect those requirements. However, this flexibility does not affect or alter any existing contract or bargaining agreement that the district may have in place. Thus, districts should examine the terms of those contracts and agreements and consult with district legal counsel for additional guidance. Also see BP 2210 - Administrative Discretion Regarding Board Policy.

**Cautionary Notice 2010-13:** AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 and Government Code 17581.5 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under those sections. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.

Note: The following exhibit lists notices which the law requires be provided to parents/guardians. Unless otherwise indicated, code numbers below refer to Education Code sections.

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	231.5, 48980; 5 CCR 4917	AR 5145.7	Sexual harassment policy as related to students
Beginning of each school year	32255- 32255.6, 48980	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	35160.5, 48204, 46600-46611, 48980	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	46014, 48980	BP 5113, AR 5113	Absence for religious exercises or purposes
Beginning of each school year	48205, 48980	AR 6154, AR 5113, BP 5113	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed
Beginning of each school year	48206.3, 48207, 48208, 48980	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	49403, 48980	BP 5141.31	Consent to school immunization program
Beginning of each school year	49423, 49480, 48980	AR 5141.21	Administration of prescribed medication
Beginning of each school year	49451, 48980; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	49472, 48980	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
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	BP 0410	Nondiscrimination

	104.8, 106.9	BP 6178	
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

## II. At Specific Times During the Student's Academic Career

Beginning in grade 7, at least once prior to course selection and career counseling	221.5, 48980	AR 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
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, for high school students	48980, 52244	AR 6141.5	Availability of state funds to cover costs of advanced placement exam fees
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	60641, 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
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

### III. When Special Circumstances Occur

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 Educational 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
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 a schoolwide uniform policy	35183	AR 5132	Dress code policy requiring schoolwide uniform
Beginning of each term, when student has not passed the exit exam by the end of grade 12	37254	AR 6179	Availability of intensive instruction and services for two consecutive academic years and right to file complaint
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	48070.5	AR 5123	Student at risk of retention



being 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 opinion to transfer to another school
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
Prior to involuntary transfer to continuation school	48432.5	AR 6184	Right to require 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
When expulsion occurs	48916	AR 5144.1	Description of 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 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 a 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
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 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
Prior to student participation in gifted and talented program	5 CCR 3831	AR 6172	Gifted and talented student program
When providing written decision in response to a complaint re: discrimination, special education, or noncompliance with laws regulating educational programs	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
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	20 USC 6312	AR 0520.2	Notice of failure to parents of English language learners
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 another 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 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

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

#### IV. Special Education Notices

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
When student is selected to be assessed with the California Modified Assessment	5 CCR 850	AR 6162.51	Notice that the student's achievement will be measured based on modified achievement standard
Before functional behavioral assessment begins	5 CCR 3052	AR 6159.4	Notification and consent
Before modification of behavioral intervention plan	5 CCR 3052	AR 6159.4	Notification and consent
Within one school day of emergency intervention or serious property damage	5 CCR 3052	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

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	Child'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

## V. Classroom Notices

In each classroom in each school	35186	AR/E 1312.4	Complaints re: sufficiency of instructional materials, teacher vacancy or misassignment, maintenance of facilities, right of students who did not pass exit exam to receive intensive instruction after grade 12
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Exhibit: MADERA UNIFIED SCHOOL DISTRICT  
 adopted: December 13, 2011 Madera, California  
 revised: August 28, 2012  
 revised: September 24, 2013



## **Students**

### **Child Care And Development**

#### **Licensing**

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

Licensed child care centers shall be subject to the requirements of Health and Safety Code 1596.70-1597.21, 22 CCR 101151-101239.2, and, when applicable, 22 CCR 101451-101539.

#### **Program Components**

The district's child care and development program shall include the following components:

1. A developmental profile recording each child's physical, cognitive, social, and emotional development which shall be used to plan and conduct developmentally and age-appropriate activities (Education Code 8203.5; 5 CCR 18272)

Program staff shall complete the "Desired Results Developmental Profile," available from the California Department of Education (CDE), for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Education Code 8203.5; 5 CCR 18270.5, 18272)

2. An educational program which complies with 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate and inclusive of children with special needs

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6164.4 - Identification of Individuals for Special Education)*

*(cf. 6164.6 - Identification and Education Under Section 504)*

*(cf. 6174 - Education for English Language Learners)*

3. A staff development program which complies with 5 CCR 18274

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

4. Parent/guardian involvement and education which comply with 5 CCR 18275 and involve parents/guardians through an orientation, at least two individual conferences per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress

*(cf. 6020 - Parent Involvement)*

5. A health and social services component which complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed

*(cf. 1020 - Youth Services)*  
*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*  
*(cf. 5141 - Health Care and Emergencies)*  
*(cf. 5141.23 - Asthma Management)*  
*(cf. 5141.6 - School Health Services)*

6. A community involvement component which complies with 5 CCR 18277

7. A nutrition component which ensures that children in the program have nutritious meals, beverages, and snacks that meet state and federal standards and have access to drinking water throughout the day, including at meal times (Health and Safety Code 1596.808; 42 USC 1766; 5 CCR 18278)

*(cf. 3550 - Food Service/Child Nutrition Program)*  
*(cf. 5030 - Student Wellness)*  
*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

8. An annual plan for program evaluation which conforms with the state's "Desired Results for Children and Families" system and includes, but is not limited to, a self-evaluation, parent survey, and environment rating scale using forms provided by the CDE (5 CCR 18270.5, 18279, 18280)

*(cf. 0500 - Accountability)*

9. Programs that promote age-appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level

### **Staffing Ratios**

The district's child care and development program shall maintain at least the minimum adult-

child and teacher-child ratios specified in 5 CCR 18290-18292 based on the ages of the children served.

### **Enrollment**

The district's child care and development services shall be available to Preschool age children. Individuals with disabilities may be served through age 21 years in accordance with their individualized education program and Education Code 8208. (Education Code 8208, 8263.4)

Children who meet the criteria specified in Education Code 8250 and 8263 shall be eligible for subsidized child care and development services.

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8263)

Second priority for enrollment shall be given equally to families who are income eligible, as defined in Education Code 8263.1. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation to income, the family that has a child with disabilities shall be admitted first or, if there is no child with disabilities, the family that has been on the waiting list for the longest time shall be admitted first. (Education Code 8263, 8263.1)

The district's decision to approve or deny services shall be communicated to the family through a written notice mailed or delivered within 30 days from the date the application is signed by the parent/guardian. If services are approved, the notice shall contain the basis of eligibility, daily/hourly fee, if applicable, duration of the eligibility, names of children approved to receive services, and the hours of service approved for each day. If services are denied, the notice shall contain the basis of denial and instructions on how the parents/guardians may request a hearing in accordance with the procedures specified in 5 CCR 18120 and 18121 if they do not agree with the district's decision. (5 CCR 18094, 18118)

After all children eligible for subsidized services have been enrolled, the district may enroll children in accordance with any other priorities established by the Governing Board.

The Superintendent or designee shall maintain a waiting list in accordance with admission priorities and shall contact applicants in order of priority from the waiting list as vacancies occur. (5 CCR 18106)

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services containing the completed and signed application for services and records used to determine the child's eligibility and need. (5 CCR 18081)

## **Disenrollment**

When necessary due to a reduction in state reimbursements, families shall be disenrolled from subsidized child care and development services in the following order: (Education Code 8263.3)

1. Families with the highest income in relation to family size shall be disenrolled first.
2. If two or more families have the same income ranking, children without disabilities who have been enrolled in child care services the longest shall be disenrolled first. After all children without disabilities have been disenrolled, children with disabilities shall be disenrolled, with those who have been enrolled in child care services the longest being disenrolled first.
3. Families whose children are receiving child protective services or are at risk of neglect, abuse, or exploitation, regardless of family income, shall be disenrolled last.

## **Fees**

Except when prohibited by law, the Superintendent or designee may charge fees for services according to the fee schedule established by the Superintendent of Public Instruction, the actual cost of services, or the maximum daily/hourly rate specified in the contract, whichever is least. (Education Code 8250, 8263, 8447; 5 CCR 18108, 18109, 18110)

Families receiving services on the basis of having a child at risk of abuse, neglect, or exploitation may be exempt from these fees for up to three months. Families receiving services on the basis of having a child receiving child protective services, or having a certification by a county child welfare agency that child care services continue to be necessary, may be exempt from these fees for up to 12 months. The cumulative period of exemption from these fees for these families shall not exceed 12 months. (Education Code 8263)

Fees shall be collected prior to providing services and shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent. If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee collection at the time of initial enrollment into the program. (5 CCR 18114, 18115)

The Superintendent or designee shall establish a process which includes parents/guardians in determining whether and how much to charge parents/guardians for field trip expenses. This process also shall be used to determine whether to require parents/guardians to provide diapers. (Education Code 8263)

## **Health Examination**

A physical examination and evaluation, including age-appropriate immunization, shall be

required prior to or within six weeks of enrollment, unless the parent/guardian submits a letter stating that such examination is contrary to his/her religious beliefs. (Education Code 8263)

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.31 - Immunizations)*

## **Attendance**

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence and signature of parent/guardian or district representative. (5 CCR 18065, 18066)

Absences shall be excused for the following reasons:

1. Illness or quarantine of the child or of the parent/guardian (Education Code 8208)
2. Family emergency (Education Code 8208)

A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family dies, has an accident, or is required to appear in court.

3. Time spent with a parent/guardian or other relative as required by a court of law (Education Code 8208)

4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Education Code 8208)

An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

Except for children who are recipients of child protective services or at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

Any absence due to a reason other than the above, or without the required verification, shall be considered an unexcused absence. After three unexcused absences during the year, the program coordinator or site supervisor shall notify the parents/guardians. Children who continue to have excessive unexcused absences may be removed from the program at the discretion of the program coordinator in order to accommodate other families on the waiting list for admission.

Parents/guardians shall be notified of the policies and procedures related to excused and unexcused absences for child care and development services. (5 CCR 18066)

*(cf. 5145.6 - Parent Notifications)*

### **Rights of Parents/Guardians**

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of his/her rights as specified in 22 CCR 101218.1, including, but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health and Safety Code 1596.857; 22 CCR 101218.1)

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

### **Records**

The Superintendent or designee shall maintain records of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required by the CDE.

Regulation: MADERA UNIFIED SCHOOL DISTRICT  
approved: December 13, 2011 Madera, California  
revised: May 22, 2012  
revised: September 24, 2013



## Instruction

### School Day

The Governing Board shall fix the length of the school day subject to the provisions of law.  
(Education Code 46100)

*(cf. 6111 - School Calendar)*

The length of the school day shall apply equally to students with disabilities unless otherwise specified in the student's individualized education program or Section 504 plan.

*(cf. 6159 - Individualized Education Program)*

*(cf. 6164.6 - Identification and Education Under Section 504)*

In establishing the daily instructional schedule for each secondary school, the Superintendent or designee shall give consideration to course requirements and curricular demands, availability of school facilities, and applicable legal requirements.

The Board encourages flexibility in scheduling so as to provide longer time blocks or class periods when appropriate and desirable to support student learning, provide more intensive study of core academic subjects or extended exploration of complex topics, and reduce transition time between classes.

Prior to implementing a block schedule program in which secondary students attend class for fewer school days, the Board shall consult with the certificated and classified employees of the school in a good faith effort to reach agreement and shall also consult with parents/guardians of the students who would be affected by the change and the community at large. Such consultation shall include at least one public hearing for which the Board has given adequate notice to the employees and to the parents/guardians of affected students. (Education Code 46162)

*(cf. 9320 - Meetings and Notices)*

### Legal Reference:

#### EDUCATION CODE

8970-8974 *Early primary program, including extended-day kindergarten*

37202 *Equal time in all schools*

37670 *Year-round schools*

46010 *Total days of attendance*

46100 *Length of school day*

46110-46119 *Kindergarten and elementary schools, day of attendance*

46140-46147 *Junior high school and high school, day of attendance*

46160-46162 *Alternative schedule - junior high and high school*

46170 Minimum day - continuation schools  
46180 Opportunity schools, minimum day  
46190-46192 Adult school, day of attendance  
46200-46206 Incentives for longer instructional day and year  
48200 Compulsory attendance for minimum school day  
48663 Community day school, minimum school day  
48800-48802 Concurrent enrollment in community college  
51222 Physical education, instructional minutes  
51760-51769.5 Work experience education  
52325 Regional occupational center, minimum day

*Management Resources:*

NATIONAL ASSOCIATION FOR SPORT AND PHYSICAL EDUCATION POSITION  
STATEMENTS

*Recess for Elementary School Students, 2006*

STATE BOARD OF EDUCATION POLICY STATEMENTS

*99-03 Physical Education (PE) Requirements for Block Schedules, July 2006*

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

*Extending Learning Time for Disadvantaged Students, August 1995*

WEST ED PUBLICATIONS

*Full-Day Kindergarten: Expanding Learning Opportunities, Policy Brief, April 2005*

WEB SITES

*California Department of Education: <http://www.cde.ca.gov>*

*National Association for Sport and Physical Education: <http://www.aahperd.org/naspe>*

*State Board of Education:*

*<http://www.cde.ca.gov/re/lr/wr/waiverpolicies.asp>"><http://www.cde.ca.gov>"><http://www.cde.ca.gov/re/lr/wr/waiverpolicies.asp>*

*U.S. Department of Education: <http://www.ed.gov>*

*WestEd: <http://www.wested.org>*

Policy: MADERA UNIFIED SCHOOL DISTRICT  
adopted: December 13, 2011 Madera, California  
revised: September 24, 2013

**Instruction**

**SCHOOL DAY**

**Kindergarten**

Except as otherwise provided by law, the average school day established for kindergarten students shall be at least three hours, including recesses but excluding noon intermissions, but no longer than four hours, excluding recesses. (Education Code 46111, 46114, 46115, 46117)

In any district school operating an early primary program pursuant to Education Code 8970-8974, the kindergarten school day may exceed four hours, excluding recess, if both of the following conditions are met: (Education Code 8973)

1. The Governing Board declares that the extended-day kindergarten program does not exceed the length of the primary school day.
2. The extended-day kindergarten program includes ample opportunity for both active and quiet activities within an integrated, experiential, and developmentally appropriate educational program.

**Grades 1-8**

Except as otherwise provided by law, the school day for elementary and middle school students shall be:

1. At least 230 minutes for students in grades 1-3, unless the Board has prescribed a shorter school day because of lack of school facilities requiring double sessions, in which case the minimum school day shall be 200 minutes. (Education Code 46112, 46142)
2. At least 240 minutes for students in grades 4-8 (Education Code 46113, 46142)

In determining the number of minutes for purposes of compliance with the minimum school day for students in grades 1-8, both noon intermissions and recesses shall be excluded. (Education Code 46115)

**Grades 9-12**

The school day for students in grades 9-12 shall be at least 240 minutes. (Education Code 46141, 46142)

However, the school day may be less than 240 minutes when authorized by law. Programs that have a minimum school day of 180 minutes include, but are not necessarily limited to:

1. Continuation high school or classes (Education Code 46141, 46170)

*(cf. 6184 - Continuation Education)*

2. Opportunity school or classes (Education Code 46141, 46180)
3. Regional occupational center (Education Code 46141, 52325)

*(cf. 6178.2 - Regional Occupational Center/Program)*

4. Work experience education program approved pursuant to Education Code 51760-51769.5 (Education Code 46141, 46144)

A student in grade 12 who is enrolled in work experience education and is in his/her last semester or quarter before graduation may be permitted to attend school for less than 180 minutes per school day if he/she would complete all requirements for graduation, except physical education courses, in less than 180 minutes each day. (Education Code 46147)

*(cf. 6178.1 - Work-Based Learning)*

5. Concurrent enrollment in a community college pursuant to Education Code 48800-48802 or, for students in grades 11-12, part-time enrollment in classes of the California State University or University of California, provided academic credit will be awarded upon satisfactory completion of enrolled courses (Education Code 46146)

*(cf. 6172.1 - Concurrent Enrollment in College Classes)*

6. An early college high school or middle college high school, provided the students are enrolled in community college or college classes in accordance with item #5 above (Education Code 46141, 46146.5)
7. Special day or Saturday vocational training program conducted under a federally approved plan for career technical education (Education Code 46141, 46144)

*(cf. 6178 - Career Technical Education)*

8. Adult education classes (Education Code 46190)

*(cf. 6200 - Adult Education)*

### **Alternative Block Schedule for Junior High and High Schools**

In order to establish a block or other alternative schedule or to accommodate career technical education and regional occupational center/program courses, the district may authorize students to attend fewer than the total number of days in which school is in session provided that students attend classes for at least 1,200 minutes during any five school day period or 2,400 minutes during any 10 school day period. (Education Code 46160)

Regulation: MADERA UNIFIED SCHOOL DISTRICT  
approved: December 13, 2011 Madera, California  
revised: September 24, 2013

## **Instruction**

### **Nonpublic, Nonsectarian School And Agency Services for Special Education**

The Governing Board recognizes its responsibility to provide all district students, including students with disabilities, a free appropriate public education in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency to meet the students' needs.

*(cf. 0430 - Comprehensive Local Plan for Special Education)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 3541.2 - Transportation for Students with Disabilities)*

*(cf. 4112.23 - Special Education Staff)*

*(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)*

In selecting nonpublic, nonsectarian schools or agencies with which the district may contract for the placement of any district student with disabilities, the Superintendent or designee shall follow the procedures specified in law and accompanying administrative regulation.

Prior to entering into a contract to place any student in a nonpublic, nonsectarian school or agency, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities in accordance with Education Code 56366. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any nonpublic, nonsectarian school with which the district has a contract to ensure that the school or agency's certification has not expired.

No district student shall be placed in a nonpublic, nonsectarian school or agency unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the nonpublic, nonsectarian school or agency placement is appropriate for the student. In accordance with law, any student with disabilities placed in a nonpublic, nonsectarian school or agency shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, the procedural safeguards, due process rights, and periodic review of his/her IEP. (Education Code 56195.8, 56342.1)

*(cf. 6159 - Individualized Education Program)*

*(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)*

*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*

During the period when any student with disabilities is placed in a nonpublic, nonsectarian school or agency, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in his/her IEP.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.



In accordance with Education Code 56366.2, the Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, 56366.3, and 56366.6.

*(cf. 1431 - Waivers)*

*Legal References:*

*EDUCATION CODE*

*56034-56035 Definitions of nonpublic, nonsectarian school and agency*  
*56042 Placement not to be recommended by attorney with conflict of interest*  
*56101 Waivers*  
*56163 Certification*  
*56168 Responsibility for education of student in hospital or health facility school*  
*56195.8 Adoption of policies*  
*56342.1 Individualized education program; placement*  
*56360-56369 Implementation of special education*  
*56711 Computation of state aid*  
*56740-56743 Apportionments and reports*  
*56760 Annual budget plan; service proportions*  
*56775.5 Reimbursement of assessment and identification costs*

*FAMILY CODE*

*7911-7912 Interstate compact on placement of children*

*GOVERNMENT CODE*

*7570-7588 Interagency responsibilities for providing services to children with disabilities, especially:*  
*7572.55 Seriously emotionally disturbed child; out-of-state placement*

*WELFARE AND INSTITUTIONS CODE*

*362.2 Out-of-home placement for IEP*  
*727.1 Out-of-state placement of wards of court*

*CODE OF REGULATIONS, TITLE 5*

*3001 Definitions*  
*3061-3069 Nonpublic, nonsectarian school and agency services*

*UNITED STATES CODE, TITLE 20*

*1400-1487 Individuals with Disabilities Education Act*

*CODE OF FEDERAL REGULATIONS, TITLE 34*

*300.129-300.148 Children with disabilities in private schools*

*COURT DECISIONS*

*Agostini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997*

*Management Resources:*

*FEDERAL REGISTER*

*Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845*

*WEB SITES*

*California Department of Education: CDE: <http://www.cde.ca.gov>*  
*US Department of Education, Office of Special Education and Rehabilitative Services:*  
*<http://www.ed.gov/about/offices/list/osers>*

Policy: MADERA UNIFIED SCHOOL DISTRICT  
adopted: December 13, 2011 Madera, California  
revised: September 24, 2013

## **Instruction**

### **Nonpublic, Nonsectarian School And Agency Services For Special Education**

#### **Master Contract**

Every master contract with a nonpublic, nonsectarian school or agency shall be made on forms provided by the California Department of Education and shall include an individual services agreement negotiated for each student

Each master contract shall specify the general administrative and financial agreements for the special education and designated instruction and services, including student-teacher ratios as well as transportation if specified in the student's Individualized Education Program (IEP). The administrative provisions of the contract shall include procedures for recordkeeping and documentation, and the maintenance of school records by the district to ensure that appropriate high school graduation credit is received by the student. The contract may allow for partial or full-time attendance at the nonpublic, nonsectarian school. (Education Code 56366)

*(cf. 3541.2 - Transportation for Students with Disabilities)*

*(cf. 3580 - District Records)*

*(cf. 5125 - Student Records)*

*(cf. 6146.1 - High School Graduation Requirements)*

The master contract shall include a description of the process being utilized by the district to oversee and evaluate placements in nonpublic, nonsectarian schools. This description shall include a method for evaluating whether each student is making appropriate educational progress. (Education Code 56366)

With mutual agreement of the district and a nonpublic, nonsectarian school or agency, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's educational instruction, services, or placement as outlined in his/her individual services agreement. (Education Code 56366)

#### **Placement and Services**

The Superintendent or designee shall develop an individual services agreement for each student to be placed in a nonpublic, nonsectarian school or agency based on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for the nonpublic, nonsectarian school services, not to exceed one year. Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)

*(cf. 6159 - Individualized Education Program)*

The IEP team of a student placed in a nonpublic, nonsectarian school or agency shall annually review the student's IEP. The student's IEP and individual services agreement shall specify the review schedules. (5 CCR 3069)

Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in a nonpublic, nonsectarian school or agency. (5 CCR 3069)

When a special education student meets the district requirements for completion of prescribed course of study as designated in the student's IEP, the district shall award the student a diploma of graduation. (5 CCR 3070)

*cf. 6146.4 - Differential Graduation and Competency Standards for Individuals with Exceptional Needs*

### **Out-of-State Placements**

Before contracting with a nonpublic, nonsectarian school or agency outside California, the Superintendent or designee shall document the district's efforts to find an appropriate program offered by a nonpublic, nonsectarian school or agency within California. (Education Code 56365)

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the related costs, and the district's efforts to locate an appropriate public school or nonpublic, nonsectarian school or agency within California. (Education Code 56365)

If the district decides to place a student with a nonpublic, nonsectarian school or agency outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California. (Education Code 56365)

Regulation: MADERA UNIFIED SCHOOL DISTRICT  
approved: December 13, 2011 Madera, California  
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## Library Media Centers

### Instruction

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.

The Governing Board recognizes that school libraries support the educational program by providing access to a variety of informational resources that can help raise the academic achievement of all students. To the extent funding is available, school libraries shall 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. 6011 - Academic Standards)*

*(cf. 6161 - Equipment, Books and Materials)*

*(cf. 6163.4 - Student Use of Technology)*

*(cf. 7110 - Facilities Master Plan)*

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)*

### District Plan

Whenever a school receives state funding for school and library improvement pursuant to Education Code 41570-41573, the school site council shall develop a single plan for student achievement which incorporates a districtwide plan for school libraries.  
*(Education Code 41572)*

*(cf. 0420 - School Plans/Site Councils)*

In developing the districtwide plan, the Superintendent or designee is encouraged to consult with teacher librarians, classroom teachers, administrators, parents/guardians, and students as appropriate.

The districtwide library plan shall describe the district's vision and goals for district 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, prioritization of needs, and other related matters.

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

The districtwide library plan shall be regularly reviewed and updated.

### **Classroom Libraries for Grades K-4**

When state funding is available for classroom library materials in grades K-4, the Superintendent or designee shall develop, for certification by the Board, a districtwide classroom library plan for grades K-4. The plan shall include a means of preventing loss, damage, or destruction of the materials. *(Education Code 60242)*

*(cf. 5125.2 – Withholding Grades, Diploma or Transcripts)*

*(cf. 6161.2 - Damaged or Lost Instructional Materials)*

The districtwide library plan developed pursuant to Education Code 41572 may fulfill this requirement provided the plan meets the criteria of Education Code 60242.

The Superintendent or designee is encouraged to consult with primary grade teachers and teacher librarians employed by the district and/or county office of education in the development of the K-4 classroom library plan and to consider selections from the list of books recommended by the California Department of Education (CDE).

### **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.

Teacher librarians shall evaluate and select materials in accordance with law, Board policy, and administrative regulation and shall use professional selection aids and standards. The selection process shall invite 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 should 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, and lost or worn materials may be replaced.

*(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)*

*(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)*

### **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*

*41570-41573 School and Library Improvement Block Grant*

*42605 Tier 3 categorical flexibility*

*44868-44869 Qualifications and employment of library media teachers*

*45340-45349 Instructional aides*

*60119 Sufficiency of textbooks and instructional materials; public hearing*

*60240-60251.5 State Instructional Materials Fund, purchase of classroom library materials*

*60420-60424 Instructional Materials Funding Realignment Program*

##### **REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS**

*18181 Districtwide library plan*

*52012 Establishment of school site council*

*52014-52015 School plans*

##### **CODE OF REGULATIONS, TITLE 5**

*16040-16043 School libraries*

*80053 Library media service teaching credential*

##### **UNITED STATES CODE, TITLE 20**

*6383 Improving Literacy Through School Libraries grant program*

#### **Management Resources:**

##### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

*School Library Program Standards, September 2010*

*School Library Standards for Students, September 2010*  
*Check It Out! Assessing School Library Media Programs, 1998*  
*Recommended Literature: Kindergarten Through Grade Twelve*  
*CALIFORNIA SCHOOL LIBRARY ASSOCIATION PUBLICATIONS*  
*Standards and Guidelines for Strong School Libraries, 2004*  
*WEB SITES*

*American Library Association: <http://www.ala.org>*  
*California Department of Education, School Libraries: <http://www.cde.ca.gov/ci/cr/lb>*  
*California Library Association: <http://www.cla-net.org>*  
*California School Library Association: <http://www.csla.net>*

Policy: MADERA UNIFIED SCHOOL DISTRICT  
adopted: December 13, 2011 Madera, California  
revised: September 24, 2013

## Instruction

### Identification And Education Under Section 504

The Governing Board believes that all children, including children with disabilities, should have an opportunity to learn in a safe and nurturing environment. The district shall work to identify children with disabilities who reside within its jurisdiction in order to ensure that they receive educational and related services required by law.

The Superintendent or designee shall provide identified students with disabilities with a free appropriate public education, as defined under Section 504 of the federal Rehabilitation Act of 1973. Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of nondisabled students are met. (34 CFR 104.33)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 0430 - Comprehensive Local Plan for Special Education)*

*(cf. (cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.23 - Asthma Management)*

*(cf. 5141.24 - Specialized Health Care Services)*

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities)*

*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*

In addition, qualified students with disabilities shall be provided an equal opportunity to participate in programs and activities that are integral components of the district's basic education program, including, but not limited to, extracurricular athletics, interscholastic sports, and/or other nonacademic activities. (34 CFR 104.37)

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

*(cf. 6145.5 - Student Organizations and Equal Access)*

In providing services to students with disabilities under Section 504, the Superintendent or designee shall ensure district compliance with law, including providing the students and their parents/guardians with applicable procedural safeguards and required notifications. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in accordance with the processes specified in the "Procedural Safeguards" section of the accompanying administrative regulation.

The Superintendent or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any other capacity except as hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

*Legal Reference:*

*EDUCATION CODE*

*49423.5 Specialized physical health care services*

*CODE OF REGULATIONS, TITLE 5*

*3051.12 Health and Nursing Services*

*UNITED STATES CODE, TITLE 20*

*1232g Family Educational Rights and Privacy Act of 1974*

*1400-1482 Individuals with Disabilities Education Act*

*UNITED STATES CODE, TITLE 29*

*705 Definitions; Vocational Rehabilitation Act*

*794 Rehabilitation Act of 1973, Section 504*

*UNITED STATES CODE, TITLE 42*

*12101-12213 Americans with Disabilities Act*

*CODE OF FEDERAL REGULATIONS, TITLE 34*

*104.1-104.61 Nondiscrimination on the basis of handicap, especially:*

*104.1 Purpose to effectuate Section 504 of the Rehabilitation Act of 1973*

*104.3 Definitions*

*104.33 Free appropriate public education*

*104.34 Educational setting*

*104.35 Evaluation and placement*

*104.36 Procedural safeguards*

*COURT DECISIONS*

*Christopher S. v. Stanislaus County Office of Education, (2004) 384 F.3d 1205*

*Management Resources:*

*CSBA PUBLICATIONS*

*Rights of Students with Diabetes Under IDEA and Section 504, Policy Brief, November 2007*

*CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES*

*Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007*

*U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS PUBLICATIONS*

*Dear Colleague Letter; January 2013*

*Dear Colleague Letter and Questions and Answers on ADA Amendments Act of 2008 for Students with*

*Disabilities Attending Public Elementary and Secondary Schools; January 2012*

*Free Appropriate Public Education for Students with Disabilities: Requirements under Section 504 of the Rehabilitation Act of 1973, September 2007*

*WEB SITES*

*CSBA: <http://www.csba.org>*

*California Department of Education: <http://www.cde.ca.gov>*

*U.S. Department of Education, Office for Civil Rights:*

*<http://www2.ed.gov/about/offices/list/ocr>*

Policy: MADERA UNIFIED SCHOOL DISTRICT  
adopted: December 13, 2011 Madera, California  
revised: September 24, 2013



**Instruction****Identification And Education Under Section 504**

The Superintendent designates the following position as the district's 504 Coordinator to implement the requirements of Section 504 of the federal Rehabilitation Act of 1973: (34 CFR 104.7)

Director of Special Services  
1902 Howard Road, Madera, CA 93637  
(559) 675-4500, ext. 266

**Definitions**

For the purpose of implementing Section 504 of the Rehabilitation Act of 1973, the following terms and phrases shall have only the meanings specified below:

*Free appropriate public education* (FAPE) means the provision of regular or special education and related aids and services designed to meet the individual educational needs of a student with disabilities as adequately as the needs of nondisabled students are met, without cost to the student or his/her parent/guardian, except when a fee is imposed on nondisabled students. (34 CFR 104.33)

(*cf.* 3260 - Fees and Charges)

*Student with a disability* means a student who has a physical or mental impairment which substantially limits one or more major life activities. (34 CFR 104.3)

*Physical impairment* means any-physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal, special sense organs; respiratory, including speech organs; cardiovascular; reproductive, digestive, genito-urinary; hemic and lymphatic; skin; and endocrine. (34 CFR 104.3)

*Mental impairment* means any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. (34 CFR 104.3)

*Substantially limits major life activities* means limiting a person's ability to perform functions such as caring for himself/herself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working. *Major life activities* also includes major bodily functions such as functions of the immune system, normal cell growth, and digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. *Substantially limits* shall be determined without regard to the ameliorative effects of mitigating measures other than ordinary eyeglasses or contact lenses. Mitigating measures include, but are not limited to, medications, prosthetic devices, assistive devices, learned

behavioral, or adaptive neurological modifications which an individual may use to eliminate or reduce the effects of an impairment. (42 USC 12102; 34 CFR 104.3)

### **Referral, Identification, and Evaluation**

Any action or decision to be taken by the district involving the referral, identification, or evaluation of a student with disabilities shall be in accordance with the following procedures:

1. A parent/guardian, teacher, other school employee, student success team, or community agency may refer a student to the principal or 504 Coordinator for identification as a student with a disability under Section 504.

*(cf. 6164.5 - Student Success Teams)*

2. Upon receipt of any such referral, the principal, 04 Coordinator, or other qualified individual with expertise in the area of the student's suspected disability shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records, including those in academic and nonacademic areas of the school program; consultation with the student's teacher(s), other professionals, and the parent/guardian, as appropriate; and analysis of the student's needs.

If it is determined that an evaluation is unnecessary, the principal or 504 Coordinator shall inform the parents/guardians in writing of this decision and of the procedural safeguards, available as described in the "Procedural Safeguards" section below.

3. If it is determined that a student needs or is believed to need special education or related services under Section 504, the district shall conduct an evaluation of the student prior to initial placement (34 CFR 104.35)

Prior to conducting an initial evaluation of a student for eligibility under Section 504, the district shall obtain written parent/guardian consent.

The district's evaluation procedures shall ensure that the tests and other evaluation materials: (34 CFR 104.35)

- a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers
- b. Are tailored to assess specific areas of educational need and are not merely designed to provide a single general intelligence quotient.
- c. Reflect the student's aptitude or achievement or whatever else the tests purport to measure rather than his/her impaired sensory, manual, or speaking skills except where those skills are the factors that the tests purport to measure.

## Section 504 Services Plan and Placement

Services and placement decisions for students with disabilities shall be determined as follows:

1. A multi-disciplinary 504 team shall be convened to review the evaluation data in order to make placement decisions.

The 504 team shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options. (34 CFR 104.35)

In interpreting evaluation data and making placement decisions, the team shall draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that the placement decision is made in conformity with 34 CFR 104.34. (34 CFR 104.35)

2. If, upon evaluation, a student is determined to be eligible for services under Section 504, the team shall meet to develop a written 504 services plan which shall specify the types of regular or special education services, accommodations, and supplementary aids and services necessary to ensure that the student receives FAPE.

The parents/guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.

*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.23 - Asthma Management)*

*(cf. 5141.24 - Specialized Health Care Services)*

*(cf. 5141.26 - Tuberculosis Testing)*

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

3. If the 504 team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a disabled person under Section 504 and shall state the basis for the determination that no special services are presently needed. The student's parent/guardian shall be informed in writing of his/her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.
4. The student shall be placed in the regular educational environment, unless the district can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his/her individual needs. (34 CFR 104.34)

5. The district shall complete the identification, evaluation, and placement process within a reasonable time frame.
6. A copy of the student's Section 504 services plan shall be kept in his/her student record. The student's teacher(s) and any other staff who provide services to the student shall be informed of the plan's requirements.

If a student transfers to another school within the district, the principal or designee at the school from which the student is transferring shall ensure that the principal or designee at the new school receives a copy of the plan prior to the student's enrollment in the new school.

*(cf. 5125 - Student Records)*

### **Review and Reevaluation**

The 504 team shall monitor the progress of the student and, at least annually, shall review the effectiveness of the student's Section 504 services plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of nondisabled students. In addition, each student with a disability under Section 504 shall be reevaluated at least once every three years.

A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement. (34 CFR 104.35)

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

### **Procedural Safeguards**

The Superintendent or designee shall notify the parents/guardians of students with disabilities of all actions and decisions by the district regarding the identification, evaluation, or educational placement of their children. He/she also shall notify the parents/guardians of all the procedural safeguards available to them if they disagree with the district's action or decision, including an opportunity to examine all relevant records and an impartial hearing in which they shall have the right to participate. (34 CFR 104.36)

*(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)*

If a parent/guardian disagrees with any district action or decision regarding the identification, evaluation, or educational placement of his/her child under Section 504, he/she may request a Section 504 due process hearing within 30 days of that action or decision.

Prior to requesting a Section 504 due process hearing, the parent/guardian may, at his/her discretion, but within 30 days of the district's action or decision, request an administrative review of the action or decision. The Coordinator shall designate an appropriate administrator to meet with the parent/guardian to attempt to resolve the issue and the administrative review shall be held within 14 days of receiving the parent/guardian's request.

If the parent/guardian is not satisfied with the resolution of the issue, he/she may request a Section 504 due process hearing.

Section 504 due process hearing shall be conducted in accordance with the following procedures:

1. The parent/guardian shall submit a written request to the Coordinator within 30 days of receiving the district's decision or, if an administrative review is held, within 14 days of completion of the review. The request for the due process hearing shall include:
  - a. The specific nature of the decision with which he/she disagrees
  - b. The specific relief he/she seeks
  - c. Any other information he/she believes is pertinent to resolving the disagreement
2. Within 30 days of receiving the parent/guardian's request, the Superintendent or designee and 504 Coordinator shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.
3. Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties.
4. The parties to the hearing shall be afforded the right to:
  - a. Be accompanied and advised by counsel and by individuals with special knowledge or training related to the problems of students with disabilities under Section 504
  - b. Present written and oral evidence
  - c. Question and cross-examine witnesses
  - d. Receive written findings by the hearing officer stating the decision and explaining the reasons for the decision

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.

### **Notifications**

The Superintendent or designee shall ensure that the district has taken appropriate steps to notify students and parents/guardians of the district's duty under Section 504. (34 CFR 104.32)

*(cf. 5145.6 - Parental Notifications)*

Regulation: MADERA UNIFIED SCHOOL DISTRICT  
approved: December 13, 2011 Madera, California  
revised: September 24, 2013

## Summer School Learning Programs

### Instruction

The Governing Board recognizes that an extended break from the instructional program may result in significant learning loss, especially among disadvantaged and low-achieving students, and desires to provide opportunities during the summer for students to practice essential skills and make academic progress.

Summer programs offered by the district shall be aligned with district goals and curriculum. When feasible, summer programs shall blend high-quality academic instruction in core curricular and/or elective subjects with recreation, nutrition programs, social/emotional development, and support services that encourage attendance, student engagement in learning, and student wellness.

*(cf. 0200 - Goals for the School District)*  
*(cf. 3552 - Summer Meal Program)*  
*(cf. 5030 - Student Wellness)*  
*(cf. 5141.6 - School Health Services)*  
*(cf. 5148 - Child Care and Development Program)*  
*(cf. 6142.7 - Physical Education and Activity)*  
*(cf. 6153 - School-Sponsored Trips)*

### Summer School

When funds are available, the Superintendent or designee, with Board approval, shall establish summer school day and/or evening classes.

*(cf. 5148.2 - Before/After School Program)*  
*(cf. 6171 - Title I Programs)*  
*(cf. 6175 - Migrant Education Program)*

The district's summer school program may be used to provide supplemental instruction for students failing to meet academic requirements and/or students who desire enrichment in core academic subjects in accordance with law, Board policy, and administrative regulation. (Education Code 37252, 37252.2, 37252.8, 37253, 41505-41506; 5 CCR 11472)

*(cf. 5123 - Promotion/Acceleration/Retention)*  
*(cf. 5147 - Dropout Prevention)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6143 - Courses of Study)*  
*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*  
*(cf. 6162.52 - High School Exit Examination)*  
*(cf. 6176 - Weekend/Saturday Classes)*  
*(cf. 6179 - Supplemental Instruction)*



Priority to enroll in summer school programs shall be given to district students who:

1. Are eligible for supplemental instruction on the basis of retention or recommendation for retention pursuant to Education Code 37252.2
2. Are eligible for supplemental instruction on the basis of insufficient progress toward passing the state high school exit examination pursuant to Education Code 37252
3. Need course credits in order to graduate from high school before the beginning of the next school year

The remaining openings may be offered to district students on a first-come first-served basis.

Because summer courses cover extensive instructional content in a relatively short time period, students who have more than three excused absences or one unexcused absence may not receive credit for summer session class(es) unless they make-up missed work in accordance with law, Board policy, and administrative regulation.

*(cf. 5113 - Absences and Excuses)*

*(cf. 6154 - Homework/Make-Up Work)*

Sites for summer school programs may be rotated in an effort to make summer school programs more accessible to all students, regardless of residence or regular attendance area, and to accommodate the maintenance needs of district schools.

The Superintendent or designee shall annually report to the Board on summer school enrollment in the current year and previous year for the program as a whole and disaggregated by grade level, school that the students attend during the regular school year, and student population such as students from low-income families, students with disabilities, and English learners. In addition, he/she shall report on the extent to which students successfully achieved the academic outcomes established for the program.

The Superintendent or designee may collaborate with parents/guardians, city and county agencies, community organizations, child care providers, and/or other interested persons to develop, implement, and build awareness of organized activities that support summer learning.

*(cf. 1020 - Youth Services)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 1700 - Relations Between Private Industry and the Schools)*

Strategies to support summer learning may include, but are not limited to:

1. Gathering and providing information to students and parents/guardians about summer reading programs scheduled to be conducted by public libraries or community organizations

2. Collaborating with the local parks and recreation agency and/or community organizations to provide day camps, sports programs, or other opportunities for physical education and activity

*(cf. 1330.1 - Joint Use Agreements)*

3. Collaborating with workforce development agencies, businesses, and community organizations to provide summer job training programs that include an academic component

*(cf. 3260 - Fees and Charges)*

*(cf. 5113.2 - Work Permits)*

*(cf. 6178.1 - Work-Based Learning)*

4. Encouraging reading in the home, such as providing lists of recommended reading to students and parents/guardians, establishing a target number of books or pages, and providing prizes for achievement of reading goals

*(cf. 6020 - Parent Involvement)*

5. Assigning summer homework in core curricular subject(s) that is due at the beginning of the school year for extra credit
6. Conducting occasional, interactive "fun days" during the summer to provide activities related to art, music, science, technology, mathematics, environmental science, multicultural education, debate, or other subjects
7. Arranging opportunities for community service

*(cf. 6142.4 - Service Learning/Community Service Classes)*

*Legal Reference:*

*EDUCATION CODE*

*8482-8484.6 After School Education and Safety Program*

*8484.7-8484.9 21st Century Community Learning Centers*

*37252-37254.1 Supplemental instruction*

*39837 Transportation to summer employment programs*

*41505-41508 Pupil Retention Block Grant*

*41976.5 Summer school programs, substantially disabled persons or graduating high school seniors*

*42238.8 Revenue limit for average daily attendance*

*42239 Summer school apportionments*

*48070-48070.5 Promotion and retention*

*51210 Areas of study for elementary schools*

*51220 Areas of study for grades 7-12*

*51730-51732 Powers of governing boards (authorization for elementary summer school classes)*

*54444.3 Summer program for migrant students*

*56345 Extended-year program for special education students*

*58700-58702 Credit towards summer school apportionments for tutoring and homework assistance program*

*58806 Summer school apportionments*

*60851 Supplemental instruction toward exit examination*

**REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS**

*53025-53032 Intensive reading instruction*

*53091-53095 Intensive algebra instruction*

**CODE OF REGULATIONS, TITLE 5**

*3043 Extended school year, special education students*

*11470-11472 Summer school*

**Management Resources:**

**WEB SITES**

*California Department of Education: <http://www.cde.ca.gov>*

**Policy: MADERA UNIFIED SCHOOL DISTRICT**

**adopted: August 8, 2000 Madera, California**

**revised: May 22, 2012**

**revised: September 24, 2013**



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 24, 2013

**Subject:** **Second Reading and Approval of Revised Board Policies and Administrative Regulations**

**Responsible Staff:** **Edward González, Superintendent**  
Teri Bradshaw, Director of Fiscal Services  
Rosalind Cox, Director of Facilities Planning & Purchasing  
Curtis Manganaan, Director of Maintenance & Operations

**Agenda Placement:** Old Business

**Background/ rationale:**

On the August 27, 2013 Board Agenda, a first reading was presented to the Board of Trustees.

Revisions and/or New Language is recommended by CSBA on the following Board Policies and Administrative Regulations:

- BP 1330 – Use of School Facilities
- AR 1330 – Use of School Facilities
- E 1330 – Use of School Facilities
- BP 3460 – Financial Reports and Accountabilities
- AR 3460 – Financial Reports and Accountabilities
- BP 3514.1 – Hazardous Substances
- AR 3514.1 – Hazardous Substances

**Financial impact:**

None

**Superintendent's recommendation:**

The Superintendent recommends approval of Second Reading of Revised Board Policies and Administrative Regulations.

**Supporting documents attached:**

Revised Board Policies and Administrative Regulations

# **Madera USD**

## **Board Policy**

### **Use Of School Facilities**

BP 1330

#### **Community Relations**

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

(cf. 6145.5 - Student Organizations and Equal Access)

All school-related activities shall have priority in the use of facilities and grounds. Other uses authorized under the Civil Center Act shall be on a first-come, first-served basis.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and community.

(cf. 1330.1 – Joint Use Agreements)

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities on those days on which the school is closed. (Education Code 37220)

For effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work.

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 – Advertising and Promotion.

(cf. 1325 – Advertising and Promotion)

## Fees

The Board shall grant the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not to exceed direct costs. However, if the use of school facilities or grounds is for religious services, the group shall be charged an amount that equals or exceeds direct costs determined in accordance with Education Code 38134.

In determining direct costs to be charged for community use of school facilities or grounds, including, but not limited to, playing or athletic fields, track and field venues, tennis courts, and outdoor basketball courts, the Superintendent or designee shall include a proportionate share of the costs of the following: (Education Code 38134)

1. Supplies, utilities, janitorial services, other services of district employees, and salaries of district employees directly associated with operation and maintenance of the school facilities or grounds involved
2. Maintenance, repair, restoration, and refurbishment of the school facilities or grounds

However, for classroom-based programs that operate after school hours, including, but not limited to, after-school, tutoring, and child care programs, direct costs to be charged shall not include the cost of maintenance, repair, restoration, or refurbishment of the school facilities or grounds. (Education Code 38134)

(cf. 5148 – Child Care and Development)  
(cf. 5148.2 – Before/After School Programs)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

## Legal Reference:

### EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

### BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises



## MILITARY AND VETERANS CODE

1800 Definitions

## UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

## COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

## ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 90 (1999)

79 Ops.Cal.Atty.Gen. 248 (1996)

## Management Resources:

### CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

## Policy MADERA UNIFIED SCHOOL DISTRICT

adopted: Madera, California

# **Madera USD**

## **Administrative Regulation**

### **Use Of School Facilities**

AR 1330

### **Community Relations**

#### Application for Use of Facilities

Any persons applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

#### Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6300 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination

7. A community youth center

(cf. 1020 - Youth Services)

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board

The district may grant the use of school facilities on those days on which the public school is closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

#### Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of the school facility for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco use

(cf. 3513.3 - Tobacco-Free Schools)

The district may exclude certain school facilities from non-school use for safety or security reasons.

#### Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damages caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134) Groups or organizations shall also be required to include the district as an additional insured on their liability policies for claims arising out of the negligence of the group.

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facility being used.

Regulation      MADERA UNIFIED SCHOOL DISTRICT  
approved:      Madera, California

USE OF SCHOOL FACILITIES

MADERA UNIFIED SCHOOL DISTRICT

FACILITIES USE STATEMENT

The undersigned, \_\_\_\_\_, is duly authorized by \_\_\_\_\_ (*name of organization*) \_\_\_\_\_, to act on its behalf in requesting the use of school facilities, including, but not limited to, executing any agreement or undertaking required by law and district policy and regulations governing the use of the facilities.

The organization shall comply with all restrictions placed on the use of the school facilities by law or district policy or regulations.

The organization recognizes that, in accordance with Education Code 38134, it is liable for any damage to the school facilities or for any injury to any person due to the organization's negligence in using the school facilities.

\_\_\_\_\_  
(Signed)

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

\_\_\_\_\_  
(Organization)

Exhibit  
version:

# **Madera USD**

## **Board Policy**

### **Financial Reports And Accountability**

BP 3460

#### **Business and Noninstructional Operations**

The Governing Board is committed to ensuring public accountability and the fiscal health of the district. The Board shall adopt sound fiscal policies, oversee the district's financial condition, and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement.

(cf. 3100 - Budget)

(cf. 3110 - Transfer of Funds)

(cf. 3300 - Expenditures and Purchases)

(cf. 3430 - Investing)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 9000 - Role of the Board)

The Superintendent or designee shall ensure that all financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). He/she shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

(cf. 3400 - Management of District Assets/Accounts)

When required by law or the Board, the Superintendent or designee shall submit to the Board reports of the district's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation. When any such report must be approved by the Board prior to its submission to a local, state, and/or federal agency, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report and meet any applicable submission deadline.

The Board shall regularly communicate the district's financial position to the public and shall use financial reports to determine what actions and budget amendments, if any, are needed to ensure the district's financial stability.

If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall act quickly to identify and resolve these conditions. The Board shall work cooperatively with the County Superintendent of



Schools to improve the district's fiscal health and may contract with an external individual or organization to advise the district on fiscal matters.

### **Unaudited Actual Receipts and Expenditures**

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the district's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42100)

### **Gann Appropriations Limit Resolution**

On or before September 15, the Board shall adopt a resolution identifying, pursuant to Government Code 7900-7914, the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)

*(cf. 9322 - Agenda/Meeting Materials)*

### **Interim Reports/Certification of Ability to Meet Fiscal Obligations**

The Superintendent or designee shall submit two interim fiscal reports to the Board, the first report covering the district's financial and budgetary status for the period ending October 31 and the second report covering the period ending January 31. The reports and supporting data shall be made available by the district for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Board shall approve the interim report and certify, on the basis of the interim report and any additional financial information known by the Board, whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

If the district's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

Whenever the district receives a qualified or negative certification from the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent under the authority granted to him/her pursuant to Education Code 42131.

If the second interim report is accompanied by a qualified or negative certification, the Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement as of April 30 ("third interim report") that projects the district's fund and cash balances through June 30. (Education Code 42131)

At any time during the year when the County Superintendent conducts a comprehensive review of the district's financial and budgetary conditions after he/she has determined that the district's budget does not comply with state criteria and standards for fiscal stability, the Board shall review the County Superintendent's recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of its proposed actions on the recommendation. (Education Code 42637)

### **Audit Report**

By April 1 of each year, the Board shall provide for an annual audit of the district's books and accounts. (Education Code 41020)

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

The Board shall not select any public accounting firm to provide audit services if the lead or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for the district in each of the six previous fiscal years. (Education Code 41020)

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, the CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

## Audit Committee

The Board may appoint an audit committee composed of staff knowledgeable about fiscal matters, other staff, and representatives of the community.

(cf. 1220 - Citizen Advisory Committees)

(cf. 9130 - Board Committees)

(cf. 9140 - Board Representatives)

The committee shall serve in an advisory capacity and may:

1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and 41020.5
2. Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit
3. Review the results of the audit and participate with the independent auditor and management in preparing final recommendations and responses
4. Participate with the independent auditor in presenting the audit report to the Board
5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting
6. Provide input on the effectiveness of the independent auditor
7. Periodically report to the Board regarding the status of previous audit recommendations for improving the accounting and internal control systems

Legal Reference:

### EDUCATION CODE

1240 Duties of County superintendent of schools

14500-14508 Financial and compliance audits

17150-17150.1 Public disclosure of non-voter-approved debt

17170-17199.5 California School Finance Authority

33127 Standards and criteria for local budgets and expenditures

33128 Standards and criteria; inclusions

33129 Standards and criteria; use by local agencies

35035 Powers and duties of superintendent

41010-41023 Accounting system

41326 Emergency apportionment

41344 Repayment of apportionment significant audit exceptions

41344.1 Appeals of audit findings

41455 Examination of financial problems of local districts

42100-42105 Requirement to prepare and file annual statement

42120-42129 Budget requirements  
42130-42134 Financial reports and certifications  
42140-42142 Public disclosure of fiscal obligations  
42637 County Superintendent review of district's financial and budgetary conditions  
42652 Revocation or suspension of warrant authority  
48300-48316 Student attendance alternatives

#### GOVERNMENT CODE

3540.2 School district; qualified or negative certification; proposed agreement review and comment  
7900-7914 Appropriations limit  
16429.1 Local agency investment fund  
53646 Reports of investment policy and compliance

#### CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure  
15070 Submission of reports using standardized account code structure  
15440-15451 Criteria and standards for school district budgets  
15453-15464 Criteria and standards for school district interim reports  
19810-19816.1 Audits

#### UNITED STATES CODE, TITLE 31

7501-7507 Single audits of federal program funds

Management Resources:

#### CSBA PUBLICATIONS

Maximizing School Board Governance: Fiscal Accountability, 2006

#### CALIFORNIA DEPARTMENT OF EDUCATION COMMUNICATIONS

New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007

Audit Resolution Process: Repayment Plans, December 8, 2000

#### FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

#### GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2004

Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

U.S. GENERAL ACCOUNTING OFFICE AND PRESIDENT'S COUNCIL ON INTEGRITY  
AND EFFICIENCY (PCIE) PUBLICATIONS

Government Auditing Standards, 2011

Financial Audit Manual, revised 2008

U.S. OFFICE OF MANAGEMENT AND BUDGET CIRCULARS

A-133 Audits of States, Local Governments, and Non-Profit Organizations

STATE CONTROLLER PUBLICATIONS

Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)

WEB SITES

CSBA: <http://www.csba.org>

California Association of School Business Officials: <http://www.casbo.org>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California: <http://www.sscal.com>

State Controller's Office: <http://www.sco.ca.gov>

U.S. Government Accounting Office: <http://www.gao.gov>

U.S. Office of Management and Budget: <http://www.whitehouse.gov/omb>

Policy MADERA UNIFIED SCHOOL DISTRICT

adopted: Madera, California

# **Madera USD**

## **Administrative Regulation**

### **Financial Reports And Accountability**

AR 3460

#### **Business and Noninstructional Operations**

##### **Interim Reports**

Each interim fiscal report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. The report shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected revenue limit, salaries and benefits, other revenues and expenditures, and facilities maintenance. (Education Code 33128.3, 42130; 5 CCR 15453-15464)

The report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

*(cf. 3100 - Budget)*

*(cf. 3111 - Deferred Maintenance Funds)*

*(cf. 3220.1 - Lottery Funds)*

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3314 - Payment for Goods and Services)*

##### **Audit Report**

The Superintendent or designee shall establish a timetable for the completion and review of the audit within the deadlines established by law.

The Superintendent or designee shall provide the necessary financial records and cooperate with the auditor selected by the Governing Board to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

The audit shall include an audit of income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts and any other funds under the



control or jurisdiction of the district, as well as an audit of student attendance procedures. (Education Code 41020)

(cf. 3430 - Investing)  
(cf. 3451 - Petty Cash Funds)  
(cf. 3452 - Student Activity Funds)  
(cf. 3551 - Food Service Operations/Cafeteria Fund)

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

(cf. 5117 - Interdistrict Attendance)

When required by federal law, specified records pertaining to the audit of federal funds received and expended by the district shall be transmitted to the federal clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the fiscal year, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (31 USC 7502)

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

## **Fund Balance**

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact
2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law

3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose

### **Negative Balance Report**

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

### **Non-Voter-Approved Debt Report**

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent of Schools and the county auditor. The Superintendent or designee shall provide the Board, the County Auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

*(cf. 7214 – General Obligation Bonds)*

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and County Auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the County Auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

### **Other Postemployment Benefits Report (GASB 45)**

In accordance with GASB Statement 45, the district's financial statements shall report the annual expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

*(cf. 9250 - Remuneration, Reimbursement and Other Benefits)*

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of

OPEBs and the actuarial report upon which those costs are based at a public meeting of the Board. (Education Code 42140)

The amount of the district's financial obligation for OPEBs shall be reevaluated every two or three years in accordance with GASB 45 depending on the number of members in the OPEB plan.

### **Workers' Compensation Claims Report**

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

Regulation      MADERA UNIFIED SCHOOL DISTRICT  
approved:      Madera, California

**Business and Noninstructional Operations**

The Governing Board desires to provide a safe school environment that protects students and employees from exposure to potentially hazardous substances that may be used in the district's educational program and in the maintenance and operation of district facilities and equipment.

*(cf. 3514 - Environmental Safety)*

*(cf. 4119.42/4219.42/4219.42 – Exposure Control Plan for Bloodborne Pathogens)*

*(cf. 4157/4257/4357 - Employee Safety)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5142 – Safety)*

*(cf. 6161.3 - Toxic Art Supplies)*

Insofar as reasonably possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored and used on school property. When hazardous substances must be used, the Superintendent or designee shall give preference to materials that cause the least risk to people and the environment.

*(cf. 3510 – Green School Operations)*

*(cf. 3514.2 – Integrated Pest Management)*

The Superintendent or designee shall ensure that all potentially hazardous substances on district properties are inventoried, used, stored, and regularly disposed of in a safe and legal manner.

The Superintendent or designee shall develop, implement and maintain a written hazard communication program in accordance with 8 CCR 5194 and shall ensure that employees, students, and others as necessary are fully informed about the properties and potential hazards of substances to which they may be exposed.

*(cf. 1240 – Volunteer Assistance)*

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include the development and implementation of a chemical hygiene plan in accordance with 8 CCR 5191 and instruction to students about proper handling of hazardous substances.

*(cf. 6142.93 – Science Instruction)*

**Legal Reference:****EDUCATION CODE**

49340-49341 Hazardous substances education

49401.5 Legislative intent; consultation services

49411 Chemical listing; compounds used in school programs; determination of shelf life;

*disposal*

**FOOD AND AGRICULTURAL CODE**

*12981 Regulations re pesticides and worker safety*

**HEALTH AND SAFETY CODE**

*25163 Transportation of hazardous wastes; registration; exemptions; inspection*

*25500-25520 Hazardous materials release response plans; inventory*

**LABOR CODE**

*6360-6363 Hazardous Substances Information and Training Act*

*6380-6386 List of hazardous substances*

**CODE OF REGULATIONS, TITLE 8**

*339 List of hazardous substances*

*3203 Illness and injury prevention program*

*3204 Records of employee exposure to toxic or harmful substances*

*5139-5230 Control of hazardous substances, especially*

*5154.1-5154.2 Ventilation*

*5161 Definitions*

*5162 Emergency eyewash and shower equipment*

*5163 Control of spills*

*5164 Storage of hazardous substances*

*5191 Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan*

*5194 Hazard communication*

**CODE OF REGULATIONS, TITLE 22**

*67450.40-67450.49 School hazardous waste collection, consolidation, and accumulation facilities*

**Management Resources:**

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

*Science Safety Handbook for California Public Schools, 2012*

**WEB SITES**

*CSBA: <http://www.csba.org>*

*California Department of Education: <http://cde.ca.gov>*

*Department of Industrial Relations, Cal/OSHA: <http://www.dir.ca.gov/dosh>*

Policy MADERA UNIFIED SCHOOL DISTRICT

adopted: December 13, 2011 Madera, California

**Hazardous Substances**

*Hazardous substance* means a substance, material, or mixture which is likely to cause illness or injury by reason of being explosive, flammable, poisonous, corrosive, oxidizing, an irritant, or otherwise harmful. Hazardous substances, as identified by the Department of Industrial Relations, are listed in 8 CCR 339. (8 CCR 339, 5161)

**Storage and Disposal of Chemicals**

The Superintendent or designee shall adopt measures to ensure that hazardous substances on any district property are stored and disposed of properly in accordance with law. Such measures shall include, but are not limited to, the following: (8 CCR 5164)

1. Substances which react violently or evolve toxic vapors or gases when mixed, or which in combination become toxic, flammable, explosive, or otherwise hazardous, shall be separated from each other in storage by distance, partitions, secondary containment, or otherwise so as to preclude accidental contact between them.
2. Hazardous substances shall be stored in containers which are chemically inert to and appropriate for the type and quantity of the hazardous substance.
3. Containers of hazardous substances shall not be stored in such locations or manner as to result in physical damage to or deterioration of the container or where they are exposed to heat sufficient to rupture the container or to cause leakage.
4. Containers used to package a substance which gives off toxic, poisonous, corrosive, asphyxiant, suffocant, or anesthetic fumes, gases, or vapors in hazardous amounts, excluding small quantities of such materials kept in closed containers or materials kept in tank cars or trucks, shall not be stored in locations where it could be reasonably anticipated that persons would be exposed.

(*cf.* 3514 - *Environmental Safety*)

The Superintendent or designee shall regularly remove and dispose of all chemicals whose estimated shelf life has elapsed. (Education Code 49411)

**Hazard Communication Program**

The district's written hazard communication program shall include at least the components listed below and shall be available upon request to all employees and their designated representatives.



The program shall apply to any hazardous substance which is known to be present in the workplace in such manner that employees may be exposed under normal conditions of use or in a reasonably foreseeable emergency resulting from workplace operations. (8 CCR 5194)

1. Container Labeling

No container of hazardous substance, unless exempted by law, shall be accepted by the district or any district school unless labeled, tagged, or marked by the supplier with the identity of the hazardous substance, hazard warning statements, and the name and address of the chemical manufacturer or importer. No label on an incoming container shall be removed or intentionally defaced unless the container is immediately marked with the required information.

Whenever hazardous substances are transferred from their original containers to other containers, the secondary containers shall likewise be labeled with the identity and hazard warning statement, unless the substances are intended only for the immediate use of the employee who performs the transfer.

2. Safety Data Sheets

Upon receiving a hazardous substance or mixture, the Superintendent or designee shall ensure that the manufacturer, or importer, has furnished a Safety Data Sheet (SDS) as required by law. If the SDS is missing or obviously incomplete, the Superintendent or designee shall, within seven working days of noting the missing or incomplete information, request a new SDS from the manufacturer, or importer. If a response is not received within 25 working days, the Superintendent or designee shall send a copy of the district's written inquiry to the California Occupational Safety and Health Division. (Cal/OSHA) (8 CCR 5194)

The Superintendent or designee shall maintain the required SDS for each hazardous substance in the workplace and shall ensure that it is readily accessible to employees in their work area during working hours. The SDS may be maintained in paper copy, electronically, or through other means, provided that employees have immediate access and understand how to use the alternative system.

3. Employee Information and Training

Employees shall receive information and training on hazardous substances in their work area at the time of their initial assignment and whenever a new hazard is introduced into their work area. The information and training shall include but are not limited to, the following topics: (8 CCR 5194)

- a. The requirements of (8 CCR 5194), including employee rights described therein
- b. The location and availability of the district's written hazard communication program, including the list of hazardous materials and all SDS
- c. Any operations in the work area where hazardous substances are present

- d. The physical and health effects of the hazardous substances in the work area
- e. Methods and observations that may be used to detect the presence or release of hazardous substances in the work area
- f. Measures that employees can take to protect themselves from exposure to hazardous substances, including specific procedures the district has implemented to protect employees, such as appropriate work practices, emergency procedures, and personal protective equipment to be used
- g. How to read and use the labels and SDS

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

#### 4. List of Hazardous Substances

The written hazard communication program shall include a list of the hazardous substances known to be present in the workplace as a whole or for individual work areas. (8 CCR 5194)

#### 5. Hazardous Nonroutine Tasks

When employees are required to perform hazardous nonroutine tasks or to work on unlabeled pipes that contain hazards, they shall first receive information about the specific hazards to which they may be exposed during this activity and the protective/safety measures which must be used, such as ventilation, respirators, other personal protective equipment, and/or the presence of another employee. They shall also receive information about emergency procedures to follow if accidentally exposed to the hazardous substance.

#### 6. Information to Contractors

To ensure that outside contractors and their employees work safely in district facilities, the Superintendent or designee shall inform contractors of hazardous substances which are present on the site and precautions that they may take to lessen the possibility of exposure. It shall be the contractor's responsibility to disseminate this information to his/her employees and subcontractors.

## **Chemical Hygiene Plan**

The district's chemical hygiene plan shall address exposure to hazardous chemicals in school laboratories and shall include the following components: (8 CCR 5191)

1. Standard operating procedures relevant to safety and health considerations to be followed when laboratory work involves the use of hazardous chemicals
2. Criteria that the district will use to determine and implement control measures to reduce exposure to hazardous chemicals, including engineering controls, the use of personal protective equipment, and hygiene practices
3. A requirement that protective equipment comply with state regulations and that specific measures be taken to ensure proper and adequate performance of such equipment
4. Provision of specified information at the time of an employee's initial assignment to a work area where hazardous chemicals are present and prior to assignments involving new exposure situations
5. Provision of specified employee training in accordance with the schedule determined by the Superintendent or designee
6. The circumstances under which a particular laboratory operation, procedure, or activity shall require prior approval of the Superintendent or designee before implementation
7. Provisions for medical consultations and examinations whenever there is evidence, as specified, that the employee may have been exposed to a hazardous chemical
8. Designation of an employee, who is qualified by training or experience, to serve as the district's chemical hygiene officer to provide technical guidance in the development and implementation of the chemical hygiene plan
9. Provisions for additional employee protection for work with particularly hazardous substances, as specified

The plan shall be readily available to employees and employee representatives, and, upon request, to Cal/OSHA. (8 CCR 5191)

The Superintendent or designee shall review and evaluate the effectiveness of the chemical hygiene plan at least annually and shall update it as necessary. (8 CCR 5191)

Regulation MADERA UNIFIED SCHOOL DISTRICT  
approved: December 13, 2011 Madera, California



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 24, 2013

**Subject:** Second Reading and Approval of revised Board Bylaw 9220

**Responsible Staff:** Edward González, Superintendent

**Agenda Placement:** Old Business

**Background/rationale:**

- Revisions are recommended by CSBA on this Bylaw

**Financial impact:**

- None.

**Superintendent's recommendation:**

- The Superintendent recommends approval of the First Reading of revised Board Bylaw 9220

**Supporting documents attached:**

- Board Bylaw 9220

# **Madera USD**

## **Board Bylaw**

### **Governing Board Elections**

BB 9220

#### **Board Bylaws**

Any person is eligible to be a Governing Board member, without further qualifications, if he/she is 18 years of age or older, a citizen of the state, a resident of the school district, a registered voter, and not legally disqualified from holding civil office. (Education Code 35107)

Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or be a Board member except when he/she has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)

A district employee elected to the Board shall resign his/her position before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code 35107)

(cf. 9224 - Oath of Affirmation)

(cf. 9270 - Conflict of Interest)

To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election. Board election procedures shall be conducted in accordance with state and federal law.

(cf. 9110 - Terms of Office)

The district is divided into trustee areas and each trustee area shall be represented by a Board member who resides in and is elected by voters residing within that trustee area. Trustee areas shall be balanced by population as required by state and federal law.

Prior to March 1 following the year in which the results of each decennial federal census are released, the Board shall adjust the boundaries of the district's trustee areas based on population figures as validated by the Population Research Unit of the Department of Finance. (Education Code 5019.5)

#### **Campaign Conduct**

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 9005 - Governance Standards)

#### Statement of Qualifications

The district shall assume no part of the cost of printing, handling, translating, or mailing of candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

On the 125th day prior to the day fixed for the general district election, the Board secretary or his/her designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term
2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

(cf. 9223 - Filling Vacancies)

Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

#### Tie Votes in Board Member Elections

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. (Education Code 5016)

#### Legal Reference:

##### EDUCATION CODE

1006 Qualifications for holding office, county board of education  
5000-5033 Elections  
5220-5231 Elections  
5300-5304 General provisions (conduct of elections)  
5320-5329 Order and call of elections  
5340-5345 Consolidation of elections  
5360-5363 Election notice  
5380 Compensation (of election officer)  
5390 Qualifications of voters  
5420-5426 Cost of elections



5440-5442 Miscellaneous provisions  
7054 Use of district property  
35107 Eligibility; school district employees  
35177 Campaign expenditures or contributions  
35239 Compensation of governing board member of districts with less than 70 ADA

#### ELECTIONS CODE

1302 Local elections, school district election  
2201 Grounds for cancellation  
4000-4004 Elections conducted wholly by mail  
10400-10418 Consolidation of elections  
10509 Notice of election by secretary  
10600-10604 School district elections  
13307 Candidate's statement  
13309 Candidate's statement, indigency  
20440 Code of Fair Campaign Practices

#### GOVERNMENT CODE

1021 Conviction of crime  
1097 Illegal participation in public contract  
12940 Nondiscrimination, Fair Employment and Housing Act  
81000-91014 Political Reform Act

#### PENAL CODE

68 Bribes  
74 Acceptance of gratuity  
424 Embezzlement and falsification of accounts by public officers  
661 Removal for neglect or violation of official duty

#### CALIFORNIA CONSTITUTION

Article 2, Section 2 Voters, qualifications  
Article 7, Section 7 Conflicting offices  
Article 7, Section 8 Disqualification from office

#### COURT DECISIONS

Randall v. Sorrell, (2006) 126 S.Ct. 2479

#### ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 49 (2002)  
83 Ops.Cal.Atty.Gen. 181 (2000)  
81 Ops.Cal.Atty.Gen. 98 (1998)  
69 Ops.Cal.Atty.Gen. 290 (1986)

#### Management Resources:

##### WEB SITES

California Secretary of State's Office: <http://www.ss.ca.gov>  
Fair Political Practices Commission: <http://www.fppc.ca.gov>  
Institute for Local Self Government: <http://www.islg.org>

#### Bylaw MADERA UNIFIED SCHOOL DISTRICT

adopted: December 13, 2011

revised:

Madera, California



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 24, 2013

**Subject:** Request Adoption of Resolution No. 6-2013/14 for Textbooks and Instructional Material Compliance & Certification of Provision of Sufficient Standards-Aligned Instructional Materials for Grades K-12.

**Responsible Staff:** **Dr. Anthony Monreal, Deputy Superintendent**  
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. 6-2013/14.

**Supporting documents attached:**

- Resolution No. 6-2013/14
- MUSD K-8 Core Curriculum List 2013-2014
- MUSD 9-12 Core Curriculum List 2013-2014

**Resolution No. 6-2013/14**  
**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 24, 2013 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 by posting it 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 2013-2014 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 24th day of September 2013, at a regular meeting, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

\_\_\_\_\_  
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 24, 2013.

\_\_\_\_\_  
CLERK, Board of Trustees  
Madera Unified School District

**Madera Unified School District  
K-8 Core Curriculum List  
2013-2014**

**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-5:**

Houghton Mifflin Company Houghton Mifflin California Math, 2009  
Board Approved: April 22, 2008

**Grade 6-8:**

Holt, Rinehart, and Winston Holt California Mathematics, 2008 –  
Grade 6: Course 1  
Grade 7: Course 2 PreAlgebra  
Grade 8: Algebra I

Board Approved: April 22, 2008

**Grade 8:**

Glencoe/McGraw Hill California Algebra Readiness: Concepts, Skills, & Problem Solving, 2008  
Board Approved: May 27, 2008

McDougal Littell McDougal Littell Geometry, 2004  
Board Approved: April 12, 2005

**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

**Madera Unified School District  
K-8 Core Curriculum List  
2013-2014**

**SBE – Approved History – Social Science (Continued)**

**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

### 2013-2014

#### **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:**

California Algebra I, Holt, Rinehart & Winston, 2008      Adopted April 22, 2008

##### **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:**

Geometry, McDougal Littell, 2004      Adopted April 12, 2005



# Madera Unified School District

## 9-12 CORE CURRICULUM LIST

### 2013-2014

#### **Algebra II:**

Algebra 2, McDougal Littell, 2007

Adopted June 23, 2009

#### **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:**

Understanding Statistics, 8<sup>th</sup> Edition, Houghton Mifflin, 2006

Adopted May 14, 2006

### **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

### 2013-2014

#### **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  
2013-2014**

**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 24, 2013

**Subject:** Request Approval of Public Disclosure of Collective Bargaining Agreement between Madera Unified School District and Madera Adult Educators ("MAE") for the 2013-2014 School Year

**Responsible Staff:** Tracie Green, Director of Human Resources & Labor Relations

**Agenda Placement:** New Business

**Background/ rationale:** The Madera Unified School District and Madera Adult Educators maintain the current contract language subject to the economic concessions/enhancements towards Health & Welfare benefits previously Board approved on June 12, 2012.

**Financial impact:** \$4,208.68 2013-2014

**Superintendent's recommendation:**  
The Superintendent recommends approval of this item.

**Supporting documents attached:**  
Public Disclosure of Collective Bargaining Agreement for Madera Adult Educators

**Madera County Office of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**

in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Madera Unified School District

Name of Bargaining Unit: Madera Adult Educators (MAE)

Certificated, Classified, Other: Certificated Adult Education Teachers

The proposed agreement covers the period beginning: July 1, 2013 and ending June 30, 2014  
(date) (date)

The Governing Board will act upon this agreement on: September 24, 2013  
(date)

Type of Public Disclosure: Collective Bargaining Agreement

**A. Proposed Change in Compensation**

	Annual Cost Prior to Proposed Agreement  FY 2013/14	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2013/14	Year 2 Increase/(Decrease) FY 2014/15	Year 3 Increase/(Decrease) FY 2015/16
1 Salary Schedule Increase (Decrease)	\$ 278,850	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
2 Step and Column - Increase (Decrease) Due to movement plus Adjustments Included in budget	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -	\$ -	\$ -	\$ -
Description of other compensation: Classified One Time Stipend	\$ -	\$ -	\$ -	\$ -
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicate etc.	\$ 42,468	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5 Health/Welfare Plans (Incls.CIL)	\$ 10,634	\$ 4,209	\$ 4,654	\$ 5,113
		39.58%	43.76%	48.08%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 331,952	\$ 4,208.68	\$ 4,653.97	\$ 5,112.62
7 Total Number of Represented Employees (Use FTEs if appropriate)	5.49	1.00	1.00	1.00
8 Total Compensation <u>Average</u> Cost per Employee	\$ 60,465	\$ 4,209	\$ 4,654	\$ 5,113
		6.96%	7.70%	8.46%

**9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?**

For the 2013-14 fiscal year, Madera Adult Educators Bargaining Unit has not settled on a salary increase.

**10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)**

No

**11. Please include comments and explanations as necessary.**

N/A

**12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?**

Yes ☒

No ☐

**If yes, please describe the cap amount.**

The base District contribution for Medical, Dental, and Vision for 2013-14 was increased from a 70% district contribution of the MUSD Plan 3 for Health and Welfare of \$10,634 to \$14,843 per eligible employee. The \$14,843 base will increase annually by 3%.

**B. Proposed Negotiated Changes in Noncompensation Items**

(i.e., class size adjustments, staff development days, teacher prep time, classified staffing rations, etc.)

See attached Tentative Agreement signed 7/23/12.

**C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

**D. What contingency language is included in the proposed agreement?**

Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

See attached Tentative Agreement signed 7-23-12

**E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

None

**G. Source of Funding for Proposed Agreement**

**1. Current Year**

Adult Ed - Fund 11

**2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?**

Adult Ed - Fund 11

**3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)**

Adult Ed - Fund 11



## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Adult Ed - Fund 11

#### UNRESTRICTED

Madera Unified School District Madera Adult Educators (MAE)				
Certificated Adult Education Teachers				
	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
7/1/2013				
Revenue Limit Sources (8010-8099)	0	0	0	0
Remaining Revenues (8100-8799)	97,733	0	0	97,733
<b>Total Revenues</b>	<b>97,733</b>	<b>0</b>	<b>0</b>	<b>97,733</b>
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	273,348	0	0	273,348
Classified Salaries (2000-2999)	197,914	0	0	197,914
Employee Benefits (3000-3999)	161,427	0	0	161,427
Books and Supplies (4000-4999)	98,994	0	0	98,994
Services, Other Operating Expenses (5000-5999)	112,117	0	0	112,117
Capital Outlay (6000-6599)	0	0	0	0
Other Outgo (7100-7299) (7400-7499)	0	0	0	0
Direct Support/Indirect Cost (7300-7399)	0	0	0	0
Other Adjustments	0	0	0	0
<b>Total Expenditures</b>	<b>843,800</b>	<b>0</b>	<b>0</b>	<b>843,800</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>-746,067</b>	<b>0</b>	<b>0</b>	<b>-746,067</b>
<b>OTHER FINANCING SOURCES</b>				
Transfers In & Other Sources (8910-8979)	0	0	0	0
Transfers Out & Other Uses (7610-7699)	0	0	0	0
Contributions (8980-8999)	600,000	0	0	600,000
<b>Total Financing Sources</b>	<b>600,000</b>	<b>0</b>	<b>0</b>	<b>600,000</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>-146,067</b>	<b>0</b>	<b>0</b>	<b>-146,067</b>
Beginning Fund Balance	746,865	0	0	746,865
Prior-Year Adjustments/Restatements (9793/9795)	0	0	0	0
<b>Current Year Ending Fund Balance</b>	<b>600,798</b>	<b>0</b>	<b>0</b>	<b>600,798</b>
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable	2,000	0	0	2,000
Restricted	0	0	0	0
Committed	0	0	0	0
Assigned	562,875	0	0	562,875
Reserve for Economic Uncertainties 3%	35,923	0	0	35,923
Unassigned/Unappropriated	0	0	0	0

\* Please see question on page 6 (#5 & #6).

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Adult Ed - Fund 11

#### RESTRICTED

Madera Unified School District Madera Adult Educators (MAE) Certificated Adult Education Teachers			
Column 1	Column 2	Column 3	Column 4
Latest Board- Approved Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)

REVENUES				
7/1/2013				
Revenue Limit Sources (8010-8099)	0.00	0.00	0.00	0.00
Remaining Revenues (8100-8799)	341,688.00	0.00	0.00	341,688.00
<b>Total Revenues</b>	<b>341,688.00</b>	<b>0.00</b>	<b>0.00</b>	<b>341,688.00</b>
EXPENDITURES				
Certificated Salaries (1000-1999)	126,119.00	0.00	0.00	126,119.00
Classified Salaries (2000-2999)	36,032.00	0.00	0.00	36,032.00
Employee Benefits (3000-3999)	57,198.00	4,209.00	0.00	61,407.00
Books and Supplies (4000-4999)	121,929.00	-4,209.00	0.00	117,720.00
Services, Other Operating Expenses (5000-5999)	3,746.00	0.00	0.00	3,746.00
Capital Outlay (6000-6599)	0.00	0.00	0.00	0.00
Other Outgo (7100-7299) (7400-7499)	0.00	0.00	0.00	0.00
Direct Support/Indirect Cost (7300-7399)	8,617.00	0.00	0.00	8,617.00
Other Adjustments	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>353,641.00</b>	<b>0.00</b>	<b>0.00</b>	<b>353,641.00</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>-11,953.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-11,953.00</b>
OTHER FINANCING SOURCES				
Transfers In & Other Sources (8910-8979)	0.00	0.00	0.00	0.00
Transfers Out & Other Uses (7610-7699)	0.00	0.00	0.00	0.00
Contributions (8980-8999)	0.00	0.00	0.00	0.00
<b>Total Financing Sources</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>-11,953.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-11,953.00</b>
FUND BALANCE, RESERVES				
Beginning Fund Balance	11,953.00	0.00	0.00	11,953.00
Prior-Year Adjustments/Restatements (9793/9795)	0.00	0.00	0.00	0.00
<b>Current Year Ending Fund Balance</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
COMPONENTS OF ENDING BALANCE:				
Nonspendable	0.00	0.00	0.00	0.00
Restricted	0.00	0.00	0.00	0.00
Committed	0.00	0.00	0.00	0.00
Assigned	0.00	0.00	0.00	0.00
Reserve for Economic Uncertainties 3%	0.00	0.00	0.00	0.00
Unassigned/Unappropriated	0.00	0.00	0.00	0.00

\* Please see question on page 6 (#5 & #6).

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Adult Ed - Fund 11

#### COMBINED UNRESTRICTED/RESTRICTED

COMBINED UNRESTRICTED/RESTRICTED

		Madera Unified School District Madera Adult Educators (MAE)			
		Certificated Adult Education Teachers			
		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES		7/1/2013			
Revenue Limit Sources (8010-8099)		0.00	0.00	0.00	0.00
Remaining Revenues (8100-8799)		439,421.00	0.00	0.00	439,421.00
TOTAL REVENUES		439,421.00	0.00	0.00	439,421.00
EXPENDITURES					
Certificated Salaries (1000-1999)		399,467.00	0.00	0.00	399,467.00
Classified Salaries (2000-2999)		233,946.00	0.00	0.00	233,946.00
Employee Benefits (3000-3999)		218,625.00	4,209.00	0.00	222,834.00
Books and Supplies (4000-4999)		220,923.00	-4,209.00	0.00	216,714.00
Services, Other Operating Expenses (5000-5999)		115,863.00	0.00	0.00	115,863.00
Capital Outlay (6000-6599)		0.00	0.00	0.00	0.00
Other Outgo (7100-7299) (7400-7499)		0.00	0.00	0.00	0.00
Direct Support/Indirect Cost (7300-7399)		8,617.00	0.00	0.00	8,617.00
Other Adjustments		0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,197,441.00	0.00	0.00	1,197,441.00
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		-758,020.00	0.00	0.00	-758,020.00
OTHER FINANCING SOURCES					
Transfers In & Other Sources (8910-8979)		0.00	0.00	0.00	0.00
Transfers Out & Other Uses (7610-7699)		0.00	0.00	0.00	0.00
Contributions (8980-8999)		600,000.00	0.00	0.00	600,000.00
Total Financing Sources		600,000.00	0.00	0.00	600,000.00
NET INCREASE (DECREASE) IN FUND BALANCE		-158,020.00	0.00	0.00	-158,020.00
FUND BALANCE, RESERVES					
Beginning Fund Balance		758,818.00	0.00	0.00	758,818.00
Prior-Year Adjustments/Restatements (9793/9795)		0.00	0.00	0.00	0.00
Current Year Ending Fund Balance		600,798.00	0.00	0.00	600,798.00
COMPONENTS OF ENDING BALANCE:					
Nonspendable		2,000.00	0.00	0.00	2,000.00
Restricted		0.00	0.00	0.00	0.00
Committed		0.00	0.00	0.00	0.00
Assigned		562,875.00	0.00	0.00	562,875.00
Reserve for Economic Uncertainties 3%		35,923.00	0.00	0.00	35,923.00
Unassigned/Unappropriated		0.00	0.00	0.00	0.00
Reserve for Economic Uncertainties Percentage		3.00%	0.00%	0.00%	3.00%

\* Please see question on page 6 (#5 & #6).

# I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund			
Madera Unified School District Madera Adult Educators (MAE) Certificated Adult Education Teachers			
	FY 2013/14	FY 2014/15	FY 2015/16
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	0.00	0.00	0.00
Remaining Revenues (8100-8799)	439,421.00	439,421.00	439,421.00
<b>TOTAL REVENUES</b>	<b>439,421.00</b>	<b>439,421.00</b>	<b>439,421.00</b>
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	399,467.00	399,467.00	399,467.00
Classified Salaries (2000-2999)	233,946.00	233,946.00	233,946.00
Employee Benefits (3000-3999)	222,834.00	222,834.00	222,834.00
Books and Supplies (4000-4999)	216,714.00	216,714.00	216,714.00
Services, Other Operating Expenses (5000-5999)	115,863.00	115,863.00	115,863.00
Capital Outlay (6000-6599)	0.00	0.00	0.00
Other Outgo (7100-7299) (7400-7499)	0.00	0.00	0.00
Direct Support/Indirect Cost (7300-7399)	8,617.00	8,617.00	8,617.00
Other Adjustments	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>1,197,441.00</b>	<b>1,197,441.00</b>	<b>1,197,441.00</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>-758,020.00</b>	<b>-758,020.00</b>	<b>-758,020.00</b>
<b>OTHER FINANCING SOURCES</b>			
Transfers In & Other Sources (8910-8979)	0.00	0.00	0.00
Transfers Out & Other Uses (7610-7699)	0.00	0.00	0.00
Contributions (8980-8999)	600,000	600,000	600,000
<b>Total Financing Sources</b>	<b>600,000.00</b>	<b>600,000.00</b>	<b>600,000.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>-158,020.00</b>	<b>-158,020.00</b>	<b>-158,020.00</b>
<b>FUND BALANCE, RESERVES</b>			
Beginning Fund Balance	758,818.00	600,798.00	442,778.00
Current Year Ending Fund Balance	600,798.00	442,778.00	284,758.00
<b>COMPONENTS OF ENDING BALANCE:</b>			
Nonspendable	2,000.00	2,000.00	2,000.00
Restricted	0.00	0.00	0.00
Committed	0.00	0.00	0.00
Assigned	562,875.00	404,854.77	246,834.77
Reserve for Economic Uncertainties 3%	35,923.00	35,923.23	35,923.23
Unassigned/Unappropriated	0.00	0.00	0.00
Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

## J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

### 1. State Reserve Standard

	FY 2013/14	FY 2014/15	FY 2015/16
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 1,197,441	\$ 1,197,441	\$ 1,197,441
b. State Standard Minimum Reserve Percentage for this District	3.00%	3.00%	3.00%
c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 35,923	\$ 35,923	\$ 35,923

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 35,923	\$ 35,923	\$ 35,923
b. General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c. Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)			
d. Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)			
g. Total Available Reserves	\$ 35,923	\$ 35,923	\$ 35,923
h. Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

### 3. Do unrestricted reserves meet the state minimum reserve amount?

	FY 2013/14	FY 2014/15	FY 2015/16
State Minimum Reserve Met:	Yes	Yes	Yes

### 4. If no, how do you plan to restore your reserves?

N/A

### 5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted), explain the variance below:

The impact is to restricted Adult Ed funding for one employee only and the cost is offset by a reduction in other categories within those funding sources.

### 6. Please include any additional comments and explanations of Page 4 as necessary:

**L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Madera Unified School District hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Madera Adult Educators (MAE) during the term of the agreement from

**July 1, 2013 to June 30, 2014**

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

**Budget Adjustment Categories:**


**Budget Adjustment  
Increase (Decrease)**

\$ -

\$ -

☐ Budget Revisions necessary

☒ No Budget Revisions necessary

  
District Superintendent  
(Signature)

9/13/2013  
Date

*Teri Bradshaw*  
Chief Business Officer  
(Signature)

9/13/2013  
Date

## M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
District Superintendent (or Designee)  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teri Bradshaw, Director of Fiscal Services  
Contact Person

\_\_\_\_\_  
(559) 675-4500 Ext 208  
Phone

\_\_\_\_\_  
President or Clerk of the Governing Board

\_\_\_\_\_  
Date



TENTATIVE AGREEMENT BETWEEN THE MADERA UNIFIED SCHOOL DISTRICT  
AND THE ADULT EDUCATORS BARGAINING UNIT

The parties have completed negotiations for the 2012-2013 school year. The parties agree to keep current contract language except for the following:

- 3.6 Forty (40) hours per week is a "full-time" assignment". Teachers who meet the criterion and who have completed two consecutive years in a full-time assignment and are in the third consecutive year of a full-time assignment are permanent, as complete school year requires service of 75% of the duty days (E.C. 44908).
- 3.6.1 Teachers working not more than 60% of the hours per week (24) considered full-time assignment as defined are temporary regardless of length of service. (E.C. 44929.25.)
- 10.3 Preparation time shall be based on actual teaching time. Teachers working more than twenty-four (24) hours per week, shall be entitled to two (2) hours preparation time per week. Teachers working thirty-five (35) hours or more per week shall be entitled to four (4) hours preparation time per week. Preparation time is to be performed on site and shall include the following activities: lesson plans, fill in CASAS (state student record form) entries and tests, complete CASAS update records for each student, correct student work, correct student tests, copy weekly records, and generate signature sheets for classes. Teachers working in the older adult, distant learning, ISP programs, and the jail program shall be excluded from this section because they are subject to other arrangements.
- 12.1 Unit members whose regular teaching assignment is forty (40) or more hours per week, shall receive medical, dental, and vision coverage through the California Valued Trust as follows: (the remainder of Article 12 remains unchanged)
- 23.1 The term of the Collective Bargaining Agreement is extended through June 30, 2013.

MEMORANDUM OF UNDERSTANDING

Economic Concessions

In the event that the Madera Unified Teachers Association or Classified School Employee Association is subjected to an annual maximum contribution toward health and welfare benefits insurance (i.e., a cap), through an agreement or otherwise, the parties agree that employees in the Adult Educators unit will be subjected to the same concessions/enhancements.

### Health and Welfare Benefits for Existing Benefited Employees

The parties agree that the existing employees receiving benefits (Richard Mann, Madelyn Jones, and Hanadi Rousan) will continue to be eligible for health and welfare benefit eligibility, despite working fewer than forty (40) hours per work, as follows: The District shall contribute seventy percent (70%) of MUSD Plan 3 for Health and Welfare package with the unit member contributing thirty percent (30%) of the overall cost of the same coverage.

### Work Year and Work Week

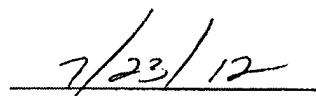
The work year for the 2012-2013 school year will consist of up to 176 days (unless a work year reduction occurs as set forth above), and the District intends to primarily offer adult education courses on Tuesdays, Wednesdays, and Thursdays. Some courses will also be provided on Mondays.

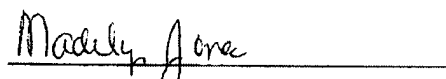
### Community Based Education Courses

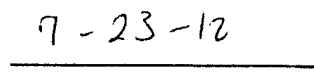
The parties agree that any fee-based course that is contracted by an outside source and not open to the public is not considered to be bargaining unit work (e.g., GED and ESL courses). Existing bargaining unit members may apply for such positions and will receive consideration by the District. However, the District reserves the right to determine who to appoint to such positions. The parties agree that community enrichment courses (e.g., dance, guitar, floral design, anger management, exercise, arts, etc.) are also not considered to be bargaining unit work.


  
Tracie Green

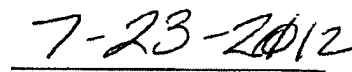
Director of Human Resources and Labor Relations

  
Date

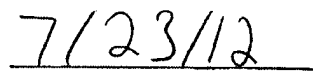
  
Madelyn Jones  
Union President

  
Date

  
Richard Mann  
Union Team Member

  
Date

  
Adela Anzaldo  
Union Team Member

  
Date



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 24, 2013

**Subject:** Request Approval of Salary Increase and Modification to the Health & Welfare Benefits for Non Represented Employees the 2013-14 School Year

**Responsible Staff:** Tracie Green, Director of Human Resources & Labor Relations

**Agenda Placement:** New Business

**Background/ rationale:** For the 2013-2014 fiscal year, the certificated directors, psychologists, classified directors, classified supervisors non represented employee's salary schedule shall be increased by 2%, effective July 1, 2013. This increase to the salary schedule is part of economic concessions/enhancements towards Health & Welfare benefits previously approved for represented employees.

**Financial impact:** \$98,331 2013-2014

**Superintendent's recommendation:** The Superintendent recommends approval of this item.

**Supporting documents attached:**  
Public Disclosure for Non Represented Employees

**Madera County Office of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**

in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Madera Unified School District

Name of Bargaining Unit: Non-Represented Employees

Certificated, Classified, Other: Certificated Management & Classified Management

The proposed agreement covers the period beginning: July 1, 2013 and ending June 30, 2014  
(date) (date)

The Governing Board will act upon this agreement on: September 24, 2013  
(date)

Type of Public Disclosure: Collective Bargaining Agreement

**A. Proposed Change in Compensation**

	Annual Cost Prior to Proposed Agreement  FY 2013/14	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2013/14	Year 2 Increase/(Decrease) FY 2014/15	Year 3 Increase/(Decrease) FY 2015/16
1 Salary Schedule Increase (Decrease)	\$ 2,773,325	\$ 55,467	\$ 55,467	\$ 56,298
		2.00%	2.00%	2.03%
2 Step and Column - Increase (Decrease) Due to movement plus	\$ -	\$ -	\$ 832	\$ 844
		0.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -	\$ -	\$ -	\$ -
Description of other compensation:	\$ -	\$ -	\$ -	\$ -
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 517,720	\$ 10,354	\$ 10,561	\$ 10,773
		2.00%	2.04%	2.08%
5 Health/Welfare Plans (Incls.CIL)	\$ 516,681	\$ 32,510	\$ 16,476	\$ 16,970
		6.29%	3.19%	3.28%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 3,807,726	\$ 98,331	\$ 83,336	\$ 84,886
7 Total Number of Represented Employees (Use FTEs if appropriate)	30.00	30.00	30.00	30.00
8 Total Compensation Average Cost per Employee	\$ 126,924	\$ 3,278	\$ 2,778	\$ 2,830
		2.58%	2.19%	2.23%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

For the 2013-14 fiscal year, the Non-Represented Certificated Management, Psychologists, Classified Management, Classified Supervisors, salary schedules shall be increased by 2% effective July 1, 2013.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

11. Please include comments and explanations as necessary.

N/A

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes ☒

No ☐

If yes, please describe the cap amount.

The base District contribution for Medical, Dental, and Vision for 2013-14 was increased from \$14,163 for employees with a hard cap and \$13,673 for employees covered under the 90% district contribution of CVT Plan 3A to \$14,843 per eligible active employee. The base will increase annually by 3%.

**B. Proposed Negotiated Changes in Noncompensation Items**

(i.e., class size adjustments, staff development days, teacher prep time, classified staffing rations, etc.)

N/A

**C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A

**D. What contingency language is included in the proposed agreement?**

Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

N/A

**E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

None

**G. Source of Funding for Propose Agreement**

**1. Current Year**

General Fund - 01, Adult Ed - Fund 11, Child Nutrition - Fund 13, Developer Fees - Fund 25

**2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?**

General Fund - 01, Adult Ed - Fund 11, Child Nutrition - Fund 13, Delveloper Fees - Fund 25

**3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)**

General Fund - 01, Adult Ed - Fund 11, Child Nutrition - Fund 13, Delveloper Fees - Fund 25

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Unrestricted General Fund

Madera Unified School District Non-Represented Employees Certificated Management & Classified Management				
	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
<b>7/1/2013</b>				
Revenue Limit Sources (8010-8099)	96,559,142	0	0	96,559,142
Remaining Revenues (8100-8799)	17,614,331	0	0	17,614,331
<b>Total Revenues</b>	<b>114,173,473</b>	<b>0</b>	<b>0</b>	<b>114,173,473</b>
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	56,266,914	21,494	1,050,386	57,338,794
Classified Salaries (2000-2999)	10,655,055	10,857	0	10,665,912
Employee Benefits (3000-3999)	25,892,407	25,894	1,031,510	26,949,811
Books and Supplies (4000-4999)	4,230,463	0	0	4,230,463
Services, Other Operating Expenses (5000-5999)	7,311,653	0	0	7,311,653
Capital Outlay (6000-6599)	461,000	0	0	461,000
Other Outgo (7100-7299) (7400-7499)	734,776	0	0	734,776
Direct Support/Indirect Cost (7300-7399)	-1,488,365	0	0	-1,488,365
Other Adjustments	0	0	0	0
<b>Total Expenditures</b>	<b>104,063,903</b>	<b>58,244</b>	<b>2,081,896</b>	<b>106,204,043</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>10,109,570</b>	<b>-58,244</b>	<b>-2,081,896</b>	<b>7,969,430</b>
<b>OTHER FINANCING SOURCES</b>				
Transfers In & Other Sources (8910-8979)	18,935	0	0	18,935
Transfers Out & Other Uses (7610-7699)	1,269,566	0	0	1,269,566
Contributions (8980-8999)	-10,924,986	-22,025	-202,235	-11,149,246
<b>Total Financing Sources</b>	<b>-12,175,617</b>	<b>-22,025</b>	<b>-202,235</b>	<b>-12,399,877</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>-2,066,047</b>	<b>-80,269</b>	<b>-2,284,131</b>	<b>-4,430,447</b>
Beginning Fund Balance	36,433,393	0	0	36,433,393
Prior-Year Adjustments/Restatements (9793/9795)	0	0	0	0
<b>Current Year Ending Fund Balance</b>	<b>34,367,346</b>	<b>-80,269</b>	<b>-2,284,131</b>	<b>32,002,946</b>
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable	261,797	0	0	261,797
Restricted	0	0	0	0
Committed	0	0	0	0
Assigned	4,730,724	0	0	4,730,724
Reserve for Economic Uncertainties 3%	4,316,613	0	0	4,316,613
Unassigned/Unappropriated	25,058,212	-80,269	-2,284,131	22,693,812

\* Please see question on page 6 (#5 & #6).



## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Restricted General Fund

Madera Unified School District Non-Represented Employees Certificated Management & Classified Management				
	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
	<b>7/1/2013</b>			
Revenue Limit Sources (8010-8099)	1,318,916.00	0.00	0.00	1,318,916.00
Remaining Revenues (8100-8799)	26,309,741.00	0.00	0.00	26,309,741.00
<b>Total Revenues</b>	<b>27,628,657.00</b>	<b>0.00</b>	<b>0.00</b>	<b>27,628,657.00</b>
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	12,641,220.00	9,479.40	240,043.00	12,890,742.40
Classified Salaries (2000-2999)	6,728,590.00	6,645.04	0.00	6,735,235.04
Employee Benefits (3000-3999)	8,605,191.00	16,108.05	238,438.00	8,859,737.05
Books and Supplies (4000-4999)	7,351,861.00	-10,207.49	-276,246.00	7,065,407.51
Services, Other Operating Expenses (5000-5999)	1,677,876.00	0.00	0.00	1,677,876.00
Capital Outlay (6000-6599)	0.00	0.00	0.00	0.00
Other Outgo (7100-7299) (7400-7499)	652,927.00	0.00	0.00	652,927.00
Direct Support/Indirect Cost (7300-7399)	895,978.00	0.00	0.00	895,978.00
Other Adjustments	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>38,553,643.00</b>	<b>22,025.00</b>	<b>202,235.00</b>	<b>38,777,903.00</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>-10,924,986.00</b>	<b>-22,025.00</b>	<b>-202,235.00</b>	<b>-11,149,246.00</b>
<b>OTHER FINANCING SOURCES</b>				
Transfers In & Other Sources (8910-8979)	0.00	0.00	0.00	0.00
Transfers Out & Other Uses (7610-7699)	0.00	0.00	0.00	0.00
Contributions (8980-8999)	10,924,986.00	22,025.00	202,235.00	11,149,246.00
<b>Total Financing Sources</b>	<b>10,924,986.00</b>	<b>22,025.00</b>	<b>202,235.00</b>	<b>11,149,246.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>FUND BALANCE, RESERVES</b>				
Beginning Fund Balance	268,328.00	0.00	0.00	268,328.00
Prior-Year Adjustments/Restatements (9793/9795)	0.00	0.00	0.00	0.00
<b>Current Year Ending Fund Balance</b>	<b>268,328.00</b>	<b>0.00</b>	<b>0.00</b>	<b>268,328.00</b>
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable	268,328.00	0.00	0.00	268,328.00
Restricted	0.00	0.00	0.00	0.00
Committed	0.00	0.00	0.00	0.00
Assigned	0.00	0.00	0.00	0.00
Reserve for Economic Uncertainties 3%	0.00	0.00	0.00	0.00
Unassigned/Unappropriated	0.00	0.00	0.00	0.00

\* Please see question on page 6 (#5 & #6).

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund				
Madera Unified School District Non-Represented Employees Certificated Management & Classified Management				
	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
7/1/2013				
Revenue Limit Sources (8010-8099)	97,878,058.00	0.00	0.00	97,878,058.00
Remaining Revenues (8100-8799)	43,924,072.00	0.00	0.00	43,924,072.00
<b>TOTAL REVENUES</b>	<b>141,802,130.00</b>	<b>0.00</b>	<b>0.00</b>	<b>141,802,130.00</b>
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	68,908,134.00	30,973.42	1,290,429.00	70,229,536.42
Classified Salaries (2000-2999)	17,383,645.00	17,501.78	0.00	17,401,146.78
Employee Benefits (3000-3999)	34,497,598.00	42,001.70	1,269,948.00	35,809,547.70
Books and Supplies (4000-4999)	11,582,324.00	-10,207.49	-276,246.00	11,295,870.51
Services, Other Operating Expenses (5000-5999)	8,989,529.00	0.00	0.00	8,989,529.00
Capital Outlay (6000-6599)	461,000.00	0.00	0.00	461,000.00
Other Outgo (7100-7299) (7400-7499)	1,387,703.00	0.00	0.00	1,387,703.00
Direct Support/Indirect Cost (7300-7399)	-592,387.00	0.00	0.00	-592,387.00
Other Adjustments	0.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>142,617,546.00</b>	<b>80,269.41</b>	<b>2,284,131.00</b>	<b>144,981,946.41</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>-815,416.00</b>	<b>-80,269.41</b>	<b>-2,284,131.00</b>	<b>-3,179,816.41</b>
<b>OTHER FINANCING SOURCES</b>				
Transfers In & Other Sources (8910-8979)	18,935.00	0.00	0.00	18,935.00
Transfers Out & Other Uses (7610-7699)	1,269,566.00	0.00	0.00	1,269,566.00
Contributions (8980-8999)	0.00	0.00	0.00	0.00
<b>Total Financing Sources</b>	<b>-1,250,631.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,250,631.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>-2,066,047.00</b>	<b>-80,269.41</b>	<b>-2,284,131.00</b>	<b>-4,430,447.41</b>
<b>FUND BALANCE, RESERVES</b>				
Beginning Fund Balance	36,701,721.00	0.00	0.00	36,701,721.00
Prior-Year Adjustments/Restatements (9793/9795)	0.00	0.00	0.00	0.00
Current Year Ending Fund Balance	34,635,674.00	-80,269.41	-2,284,131.00	32,271,273.59
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable	530,125.00	0.00	0.00	530,125.00
Restricted	0.00	0.00	0.00	0.00
Committed	0.00	0.00	0.00	0.00
Assigned	4,730,724.00	0.00	0.00	4,730,724.00
Reserve for Economic Uncertainties 3%	4,316,613.00	0.00	0.00	4,316,613.00
Unassigned/Unappropriated	25,058,212.00	-80,269.41	-2,284,131.00	22,693,811.59
Reserve for Economic Uncertainties Percentage	20.42%	-100.00%	-100.00%	18.47%

\* Please see question on page 6 (#5 & #6).

# I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund			
Madera Unified School District Non-Represented Employees Certificated Management & Classified Management			
	FY 2013/14	FY 2014/15	FY 2015/16
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	97,878,058.00	99,645,790.00	101,844,027.00
Remaining Revenues (8100-8799)	43,924,072.00	43,261,672.00	43,261,672.00
<b>TOTAL REVENUES</b>	<b>141,802,130.00</b>	<b>142,907,462.00</b>	<b>145,105,699.00</b>
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	70,229,536.42	70,609,180.42	71,653,049.42
Classified Salaries (2000-2999)	17,401,146.78	17,661,901.78	17,909,066.00
Employee Benefits (3000-3999)	35,809,547.70	36,445,427.70	37,509,734.70
Books and Supplies (4000-4999)	11,295,870.51	11,299,469.51	11,052,698.51
Services, Other Operating Expenses (5000-5999)	8,989,529.00	9,120,718.00	9,224,567.00
Capital Outlay (6000-6599)	461,000.00	461,000.00	461,000.00
Other Outgo (7100-7299) (7400-7499)	1,387,703.00	1,387,703.00	1,387,703.00
Direct Support/Indirect Cost (7300-7399)	-592,387.00	-907,583.00	-907,583.00
Other Adjustments	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>144,981,946.41</b>	<b>146,077,817.41</b>	<b>148,290,235.63</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>-3,179,816.41</b>	<b>-3,170,355.41</b>	<b>-3,184,536.63</b>
<b>OTHER FINANCING SOURCES</b>			
Transfers In & Other Sources (8910-8979)	18,935.00	18,935.00	18,935.00
Transfers Out & Other Uses (7610-7699)	1,269,566.00	1,269,566.00	1,269,566.00
Contributions (8980-8999)	0.00	0.00	0.00
<b>Total Financing Sources</b>	<b>-1,250,631.00</b>	<b>-1,250,631.00</b>	<b>-1,250,631.00</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>-4,430,447.41</b>	<b>-4,420,986.41</b>	<b>-4,435,167.63</b>
<b>FUND BALANCE, RESERVES</b>			
Beginning Fund Balance	36,701,721.00	32,271,273.59	27,850,287.17
Current Year Ending Fund Balance	32,271,273.59	27,850,287.17	23,415,119.54
<b>COMPONENTS OF ENDING BALANCE:</b>			
Nonspendable	530,125.00	530,125.00	530,125.00
Restricted	0.00	0.00	0.00
Committed	0.00	0.00	0.00
Assigned	4,730,724.00	4,400,971.00	4,080,971.00
Reserve for Economic Uncertainties 3%	4,316,613.00	4,420,421.50	4,486,794.05
Unassigned/Unappropriated	22,693,811.59	18,498,769.67	14,317,229.49
Reserve for Economic Uncertainties Percentage	18.47%	15.55%	12.57%

## J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

### 1. State Reserve Standard

	FY 2013/14	FY 2014/15	FY 2015/16
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 146,251,512	\$ 147,347,383	\$ 149,559,802
b. State Standard Minimum Reserve Percentage for this District	3.00%	3.00%	3.00%
c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 4,387,545	\$ 4,420,422	\$ 4,486,794

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 4,316,613	\$ 4,420,422	\$ 4,486,794
b. General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 22,693,812	\$ 18,498,770	\$ 14,317,229
c. Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)			
d. Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)			
g. Total Available Reserves	\$ 27,010,425	\$ 22,919,191	\$ 18,804,024
h. Reserve for Economic Uncertainties Percentage	18.47%	15.55%	12.57%

### 3. Do unrestricted reserves meet the state minimum reserve amount?

	FY 2013/14	FY 2014/15	FY 2015/16
State Minimum Reserve Met:	Yes	Yes	Yes

### 4. If no, how do you plan to restore your reserves?

N/A

### 5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted), explain the variance below:

Page 1 includes all funds, Page 4 includes General Fund only.

### 6. Please include any additional comments and explanations of Page 4 as necessary:

The budget information does not include the new local control funding formula.

**L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Madera Unified School District hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Non-Represented Employees during the term of the agreement from

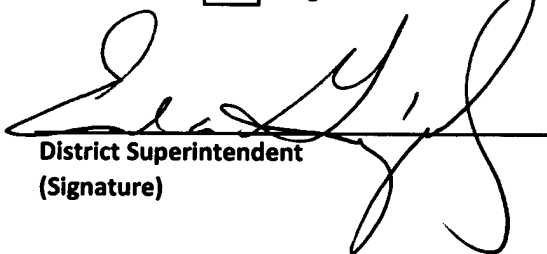
July 1, 2013 to June 30, 2014

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:


<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease) to Ending Fund Balance</u>
<u>MUTA &amp; CMBA- Approved 8/30/13 &amp; 9/10/13</u>	<u>\$ (2,284,131.00)</u>
<u>NON-REPRESENTED-Pending Approval 9/24/13</u>	<u>\$ (80,269.41)</u>
<u> </u>	<u> </u>

☒ Budget Revisions necessary

☐ No Budget Revisions necessary

  
\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
9/13/2013  
Date

  
\_\_\_\_\_  
Chief Business Officer  
(Signature)

\_\_\_\_\_  
9/13/2013  
Date

## M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
District Superintendent (or Designee)  
(Signature)

\_\_\_\_\_  
9/24/2013  
Date

\_\_\_\_\_  
Teri Bradshaw, Director of Fiscal Services  
Contact Person

\_\_\_\_\_  
(559) 675-4500 Ext 208  
Phone

\_\_\_\_\_  
President or Clerk of the Governing Board

\_\_\_\_\_  
9/24/2013  
Date



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 24, 2013

**Subject:** Request Approval of Amendment to Agreement for Employment of District Deputy Superintendent

**Responsible Staff:** Tracie Green, Director of Human Resources & Labor Relations

**Agenda Placement:** New Business

**Background/ rationale:** This amendment to the agreement for employment of the District Deputy Superintendent allows for the same Health & Welfare benefits that are provided to the Certificated Management Bargaining Association (CMBA) employees. All other terms and conditions of the employment agreement shall remain unchanged and in full force and effect.

**Financial impact:** \$ \$680.00 2013-2014

**Superintendent's recommendation:** The Superintendent recommends approval of this item.

**Supporting documents attached:**  
Amendment to Employment Agreement of Deputy Superintendent

**AMENDMENT TO AGREEMENT FOR EMPLOYMENT  
OF DISTRICT DEPUTY SUPERINTENDENT**

This Amendment to the Employment Agreement dated September 24, 2013 is made by and between the Governing Board of the Madera Unified School District ("District") and Anthony Monreal ("Employee")(collectively referred to as the "Parties"), as to the Employment Agreement between the parties dated on or about July 1, 2012, as follows:

**HEALTH AND WELFARE BENEFITS**

1. The existing Section 3 of the Employment Agreement shall be deleted and replaced with the following:

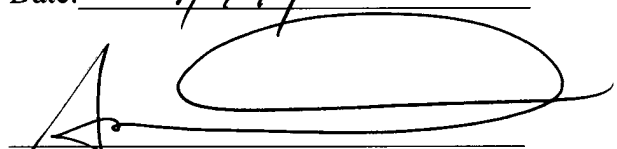
**The Deputy Superintendent shall be entitled to participate in the same Health & Welfare benefits as are provided to the Certificated Management Bargaining Association ("CMBA") employees. The District's contribution toward the Deputy Superintendent's health and welfare benefits shall be capped at \$14,163 per year, and prorated for any partial year of employment. In the event that the Certificated Management Bargaining Association is subjected to a reduced maximum contribution toward health and welfare benefits (i.e. a reduced cap), the Deputy Superintendent shall be subject to the same reduction. Similarly, if the Certificated Management Bargaining Association receives a higher contribution toward health and welfare benefits, Deputy Superintendent shall receive the same.**

2. All other terms and conditions of the Employment Agreement shall remain unchanged and in full force and effect.

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

\_\_\_\_\_  
Ricardo Arredondo  
President, Governing Board

Date: 9/19/13 \_\_\_\_\_

  
\_\_\_\_\_  
Anthony Monreal, Ed.D.  
Deputy Superintendent





**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 24, 2013

**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 9/4/2013 through 9/12/2013:

	CURRENT YR 9/4/2013	CURRENT YR 9/11/2013	CURRENT YR 9/12/2013	
FOR ALL FUNDS:	\$2,483,473.37	\$1,006,027.90	\$476.95	
CANCELLED WARRANTS:	\$0.00	\$0.00	\$0.00	
TOTAL:	\$2,483,473.37	\$1,006,027.90	\$476.95	\$0.00
<hr/>				
FOR ALL FUNDS:				
CANCELLED WARRANTS:				
TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00
<hr/>				
GRAND TOTAL	\$3,489,978.22			

**Superintendent's recommendation:**

Superintendent recommends approval of the Commercial Warrant List.

**Supporting documents attached:**

- Payment Orders for Checks Processed on:
  - 9/04/13
  - 9/11/13
  - 9/12/13

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

BOARD DATE: 9/24/2013

R: 83 101 102

R:

**TOTALS BY FUNDS:**

213

**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>105</u>	-	\$ 639.20		
		-	-		\$	639.20
<u>83610</u>	<u>40 SPECIAL RESERVE</u>	<u>105</u>	-	\$ 46.25		
		-	-		\$	46.25
<u>83660</u>	<u>41 BUILDING FUND</u>	-	-		\$	-
<u>83690</u>	<u>42 AG FARM BLDG. FUND</u>	-	-		\$	-
<u>83650</u>	<u>43 C.O.P. PROCEEDS</u>	-	-		\$	-
	<u>SPECIAL RESERVE</u>	-	-		\$	-
<u>83710</u>	<u>49 REDEVELOPMENT</u>	-	-		\$	-
	<u>SPECIAL RESERVE</u>	-	-		\$	-
<u>88510</u>	<u>53 STATE SCHOOL LOAN</u>	-	-		\$	-
	<u>REPAY</u>	-	-		\$	-
<u>88610</u>	<u>54 LEASE PURCHASE</u>	-	-		\$	-
<u>83640</u>	<u>56 C.O.P. DEBT SERVICE</u>	-	-		\$	-
<u>83580</u>	<u>67 INSURANCE RESERVE</u>	-	-		\$	-
<u>83570</u>	<u>73 TRUST FUND</u>	-	-		\$	-
<u>83520</u>	<u>74 ATHLETIC FUND</u>	-	-		\$	-
<b>GRAND TOTAL:</b>					<b>\$</b>	<b><u>2,483,473.37</u></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: MELANIE SERROS (ACCOUNTS PAYABLE)

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

AUDITED BY:

DATE:

\_\_\_\_\_  
WARRANT NUMBERS

FROM:

TO:

Report Date: 09/04/2013

## Commercial Warrant Listing

For Warrants Dated 09/04/2013 to 09/04/2013

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
634107	R83	044898-4	OFFICE DEPOT		
140609	01-0000-260-0000-3160-4300-6040-0				153.06
140230	01-0000-260-0000-3900-4300-6600-0				648.74
140318	01-0000-260-0000-7150-4300-6900-0				161.69
140217	01-0000-260-0000-7200-4300-6000-0				283.18
140028	01-0000-260-0000-7300-4300-5550-0				837.07
140028	01-0000-260-0000-7300-4300-5550-0		PO# 130142		-45.59
140093	01-0000-260-0000-7400-4300-5250-0				1,965.62
140001	01-0000-260-0000-7530-4300-5800-0				37.31
140049	01-0000-260-0000-7550-4300-5700-0				218.94
140605	01-0000-260-0000-7700-4300-5050-0				81.42
140474	01-0000-260-0000-8300-4300-2550-0				1,133.10
140404	01-0000-400-1300-1000-4310-0000-0				116.73
140233	01-0000-420-1200-1000-4310-0000-0				2,440.52
140053	01-0000-440-1200-1000-4310-0000-0				296.78
140607	01-0000-460-1200-1000-4310-0000-0				1,113.94
140029	01-0000-470-1200-1000-4310-0000-0				837.50
140687	01-0000-520-1200-1000-4310-0000-0		PO# 130154		351.60
140687	01-0000-520-1200-1000-4310-0000-0		PO# 130155		117.87
140687	01-0000-520-1200-1000-4310-0000-0				142.13
140128	01-6500-260-5770-1190-4300-0000-0				1,262.16
140328	01-6500-260-5770-1110-4310-0000-0				85.31
140396	01-6500-260-5770-1110-4310-0000-0				99.17
140076	01-8150-450-0000-8110-4300-0000-0				1,164.33
140020	01-0000-670-1200-1000-4310-0000-0				230.87
140021	01-0000-670-1200-2700-4300-0000-0		PO# 130015		140.39
140091	01-0000-260-0000-7400-4300-5260-0				293.13
140309	01-0000-650-1200-1000-4310-0000-0				3,308.38
140062	01-0000-570-3200-2700-4300-0000-0				1,010.03
140284	01-7230-280-0000-3600-4300-6940-0				408.38
140284	01-7230-280-0000-3600-4300-6930-0				136.12
140694	01-3725-490-1300-1000-4310-0000-2				433.20
140136	01-3060-260-4850-1000-4310-6560-0				169.33
140095	01-3060-260-4850-1000-4310-6560-0				231.71
140553	01-3010-260-0000-2150-4300-0000-4				420.48
Warrant Total					\$20,284.60
634108	R83	044898-4	OFFICE DEPOT		
141183	01-0000-260-0000-7150-4300-6110-0		PO# 130143		263.40
140787	01-6010-380-1200-1000-4310-0735-0		PO# 130833		152.22
140789	01-6010-440-1200-1000-4310-0735-0		PO# 130837		21.86
140029	01-0000-470-1200-1000-4310-0000-0		PO# 130167		836.95
140168	01-0000-600-1200-2700-4300-0000-0		PO# 133031		663.72
140402	01-0000-400-1331-1000-4310-0000-0		PO# 140402		53.98
140598	01-0000-320-1200-2700-4300-0000-0		PO# 130157		-1,868.38
Warrant Total					\$123.75

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**Madera Unified School District**  
**Commercial Warrant Listing**  
**For Warrants Dated 09/04/2013 to 09/04/2013**

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Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
634109	R101	075208	MADERA UNIFIED PETTY CASH ACCT		
	01-0000-260-0000-7200-4300-5600-0		BUS OFFICE		0.33
	01-0000-260-0000-7200-4300-5600-0		FEE		8.70
	01-0000-260-0000-7200-4300-5600-0		INTERCHNG		4.94
	01-0000-260-0000-7200-4300-5600-0		DISCOUNT		3.01
			<b>Warrant Total</b>		<b>\$16.98</b>
634110	R102	929350	ACCREDITING COMMISSION		
141187	01-0000-490-1300-2700-5803-2700-0		MSHS		810.00
			<b>Warrant Total</b>		<b>\$810.00</b>
634111	R102	003457-1	APPLE COMPUTER, INC		
141013	01-0000-600-0000-8210-4300-0000-0				853.20
			<b>Warrant Total</b>		<b>\$853.20</b>
634112	R102	920922	APPLE COMPUTER, INC		
140714	01-0000-600-1200-1000-4485-0000-0				2,162.92
			<b>Warrant Total</b>		<b>\$2,162.92</b>
634113	R102	090443	The Basix		
141171	01-0000-490-1315-4200-5800-0000-0				1,512.62
			<b>Warrant Total</b>		<b>\$1,512.62</b>
634114	R102	091974-1	Bear Data Solutions Inc.		
140613	01-0000-260-0000-7700-6485-5050-0				16,436.35
			<b>Warrant Total</b>		<b>\$16,436.35</b>
634115	R102	090659-2	Blue Tarp Financial, Inc.		
140917	01-8150-450-0000-8110-4400-0000-0				1,174.99
140319	01-0000-320-0000-8210-4300-0000-0				259.70
140319	01-0000-320-0000-8210-4300-0000-0				417.74
			<b>Warrant Total</b>		<b>\$1,852.43</b>
634116	R102	918030	BSK ASSOCIATES		
140066	01-8150-450-0000-8110-5800-0000-0				85.00
			<b>Warrant Total</b>		<b>\$85.00</b>
634117	R102	091953	California Consulting, LLC		
141162	01-1100-260-0000-7200-5800-6500-0				4,035.00
141162	01-1100-260-0000-7200-5800-6500-0				4,035.00
			<b>Warrant Total</b>		<b>\$8,070.00</b>

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## Commercial Warrant Listing

For Warrants Dated 09/04/2013 to 09/04/2013

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
634118	R102	091825	California Teaching Fellows Foundation		
141149	01-4124-300-1200-1000-5925-0740-0				54.03
141149	01-6010-290-1200-1000-5925-0735-0				54.06
141149	01-6010-310-1200-1000-5925-0735-0				54.06
141149	01-6010-630-1200-1000-5925-0735-0				54.06
141149	01-6010-380-1200-1000-5925-0735-0				54.06
141149	01-6010-650-1200-1000-5925-0735-0				54.06
141149	01-6010-580-1200-1000-5925-0735-0				54.06
141149	01-6010-600-1200-1000-5925-0735-0				54.06
141149	01-6010-390-1200-1000-5925-0735-0				54.06
141149	01-6010-440-1200-1000-5925-0735-0				54.06
141149	01-4124-460-1200-1000-5925-0740-0				54.06
141149	01-6010-620-1200-1000-5925-0735-0				54.06
141149	01-6010-670-1200-1000-5925-0735-0				54.06
141149	01-6010-520-1200-1000-5925-0735-0				54.06
141149	01-4124-360-1200-1000-5925-0740-0				54.06
141149	01-4124-470-1200-1000-5925-0740-0				54.06
141149	01-4124-560-1200-1000-5925-0740-0				54.06
141149	01-6010-320-1200-1000-5925-0735-0				54.06
141149	01-6010-420-1200-1000-5925-0735-0				54.06
Warrant Total					\$1,027.11
634119	R102	091788	Cartbarn		
140529	01-8150-450-0000-8110-4300-0000-0				154.97
Warrant Total					\$154.97
634120	R102	916950	CENTRAL VALLEY PRESORT		
141010	01-0000-260-0000-3160-5800-6040-0		star reports		4,186.15
140025	01-0000-260-0000-7200-5910-5600-0				605.13
140025	01-0000-260-0000-7200-5910-5600-0		postage star reports		5,873.21
Warrant Total					\$10,664.49
634121	R102	090048	CHARLES MC MURRY CO		
140515	01-8150-450-0000-8110-4300-0000-0				127.59
Warrant Total					\$127.59
634122	R102	953030-1	CONCENTRA MEDICAL CENTER		
140189	01-0000-260-0000-7390-5890-6950-0		carranea,amanda		215.01
140189	01-0000-260-0000-7390-5890-6950-0		monzon,cecilia		202.94
Warrant Total					\$417.95
634123	R102	092108-1	CSM CONSULTING INC.		
140500	01-1100-400-1300-2700-4300-6500-0				129.07
140500	01-1100-490-1300-2700-4300-6500-0				206.16
Warrant Total					\$335.23
634124	R102	990980-1	DECKER INC.		
140923	01-0000-490-1300-2700-4300-0000-0				435.56
Warrant Total					\$435.56

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Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
634125	R102	998620-1	DELL MARKETING L.P.		
140492	01-1100-400-1300-2700-4485-6500-0				27.00
140492	01-1100-400-1300-2700-4485-6500-0				1,201.99
140492	01-1100-490-1300-2700-4485-6500-0				1,201.99
140492	01-1100-490-1300-2700-4485-6500-0				27.00
Warrant Total					\$2,457.98
634126	R102	937140-1	ENVIROCLEAN SANITATION SUPPLY		
140594	01-0000-490-0000-8210-4300-0000-0				200.88
140156	01-8150-450-0000-8110-4300-0000-0				170.60
140156	01-8150-450-0000-8110-4300-0000-0				102.60
140941	01-0000-000-0000-0000-9320-0000-0				842.40
140941	01-0000-000-0000-0000-9320-0000-0				800.28
140941	01-0000-000-0000-0000-9320-0000-0				4,212.00
Warrant Total					\$6,328.76
634127	R102	954490	EXCALIBUR ELEVATOR, INC.		
140158	01-8150-450-0000-8110-5640-0000-0				395.00
140158	01-8150-450-0000-8110-5640-0000-0				1,025.50
Warrant Total					\$1,420.50
634128	R102	067330-1	FOLLETT EDUCATIONAL SERVICES		
140461	01-6300-260-1200-1000-4100-6220-0				1,115.70
140461	01-6300-260-1200-1000-4100-6220-0				8,958.22
Warrant Total					\$10,073.92
634129	R102	090857-1	FREY		
140747	01-0000-600-1200-1000-4310-0000-0				283.71
Warrant Total					\$283.71
634130	R102	091377-1	Bernie's Electric		
141150	01-8150-450-0000-8110-5600-0000-0				465.51
Warrant Total					\$465.51
634131	R102	918030	BSK ASSOCIATES		
140066	01-8150-450-0000-8110-5800-0000-0				89.00
141147	25-9125-360-0000-8510-6290-0000-0				1,931.45
Warrant Total					\$2,020.45
634132	R102	087126-1	CA DEPARTMENT OF EDUCATION		
140859	12-6105-260-0001-1000-4310-0000-0				708.33
Warrant Total					\$708.33
634133	R102	934910-1	CDW GOVERNMENT, INC		
140604	01-0000-260-0000-7700-4300-5050-0				121.79
Warrant Total					\$121.79
634134	R102	021299-1	EWING IRRIGATION		
140157	01-8150-450-0000-8110-4300-0000-0				58.44
140157	01-8150-450-0000-8110-4300-0000-0				-79.57
140157	01-8150-450-0000-8110-4300-0000-0				57.64
140157	01-8150-450-0000-8110-4300-0000-0				40.58
Warrant Total					\$77.09

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**Madera Unified School District**  
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Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
634135	R102	918030	BSK ASSOCIATES		
140066	01-8150-450-0000-8110-5800-0000-0				158.00
			<b>Warrant Total</b>		<b>\$158.00</b>
634136	R102	092190	Bret Harte Union High School		
141214	01-0045-400-1315-4200-5808-0000-0		cross country		160.00
			<b>Warrant Total</b>		<b>\$160.00</b>
634137	R102	003457-1	APPLE COMPUTER, INC		
141089	01-0000-600-1200-2700-4300-0000-0				156.60
140990	01-3010-650-1200-1000-4485-4200-4				90.83
140990	01-3010-650-1200-1000-4485-4200-4				3,137.57
140990	01-7091-650-1200-1000-4485-0000-0				65.77
140990	01-7091-650-1200-1000-4485-0000-0				2,272.03
			<b>Warrant Total</b>		<b>\$5,722.80</b>
634138	R102	090242	CIF CENTRAL SECTION		
141247	01-0045-400-1315-4200-5300-0000-0		MHS		30.00
141247	01-0045-400-1315-4200-5800-0000-0		MHS		400.00
141224	01-0045-400-1315-4200-4300-0000-0		MHS		1,383.50
			<b>Warrant Total</b>		<b>\$1,813.50</b>
634139	R102	902500	CLOVIS NORTH HIGH SCHOOL		
141203	01-0000-490-1315-4200-5808-0000-0		cross country		180.00
			<b>Warrant Total</b>		<b>\$180.00</b>
634140	R102	013917	CLOVIS WEST HIGH		
141200	01-0000-490-1315-4200-5808-0000-0		jv&varsity races		180.00
141219	01-0045-400-1315-4200-5808-0000-0		jv&varsity races		180.00
			<b>Warrant Total</b>		<b>\$360.00</b>
634141	R102	090384-1	FOUNTAIN VALLEY HIGH SCHOOL		
141201	01-0000-490-1315-4200-5808-0000-0		girls&boys race		90.00
			<b>Warrant Total</b>		<b>\$90.00</b>
634142	R102	021282-1	EVANS FEED & LIVESTOCK SUPPLY		
140729	01-0025-490-1305-1000-4300-0000-0				74.62
140729	01-0025-490-1305-1000-4300-0000-0				74.70
140729	01-0025-490-1305-1000-4300-0000-0				47.85
			<b>Warrant Total</b>		<b>\$197.17</b>
634143	R102	971300-1	First String Sports		
140928	01-0000-670-0000-8210-5800-0000-0				638.05
			<b>Warrant Total</b>		<b>\$638.05</b>
634144	R102	067330-1	FOLLETT EDUCATIONAL SERVICES		
140985	01-6300-260-1300-1000-4100-6220-0				307.15
140985	01-6300-260-1300-1000-4100-6220-0				8,635.25
			<b>Warrant Total</b>		<b>\$8,942.40</b>
634145	R102	022600	47TH PLACE CARPET SHOP		
140669	01-0000-450-0000-8220-5800-0000-0				496.80
			<b>Warrant Total</b>		<b>\$496.80</b>



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Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
634146 140134	R102 01-0510-260-0000-3130-5885-0000-0	090096	AXIOM ADVISORS & CONSULTANTS		43,839.00
			<b>Warrant Total</b>		<b>\$43,839.00</b>
634147 141260	R102 01-3550-490-1510-1000-5300-0000-0	090449	CALIFORNIA AGRICULTURAL TEACHERS' ASSN.	inservice	1,600.00
			<b>Warrant Total</b>		<b>\$1,600.00</b>
634148 141240	R102 01-9176-490-1300-1000-5890-0000-0	000455	Lugo, Marisol		300.00
			<b>Warrant Total</b>		<b>\$300.00</b>
634149 140289	R102 01-7230-280-0000-3600-4345-6930-0	090206	PG&E		1,080.64
			<b>Warrant Total</b>		<b>\$1,080.64</b>
634150 141261	R102 01-0595-260-0000-7150-5800-5600-0	091530	JBT FoodTech	golf tournament	880.00
			<b>Warrant Total</b>		<b>\$880.00</b>
634151 141252 141251 141253	R102 01-0000-260-0000-7370-5800-5250-0 01-0000-260-0000-7370-5800-5250-0 01-0000-260-0000-7370-5800-5250-0	091431-1	DIGITAL MOUNTAIN		3,500.00 3,030.00 27.35
			<b>Warrant Total</b>		<b>\$6,557.35</b>
634152 140909	R102 01-0000-260-0000-7550-4300-5700-0	091812	Acorn Media		1,930.97
			<b>Warrant Total</b>		<b>\$1,930.97</b>
634153 140641	R102 01-0000-260-0000-7400-5800-5250-0	914760	CRS INCORPORATED		1,956.00
			<b>Warrant Total</b>		<b>\$1,956.00</b>
634154	R103 01-0000-000-0000-0000-9514-0000-0 01-0000-000-0000-0000-9518-0000-0	012248	CVT-CALIFORNIA S VALUED TRUST	health insurance health insurance	2,087,032.04 176,355.82
			<b>Warrant Total</b>		<b>\$2,263,387.86</b>

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Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
634155	R103	090916-1	TIGER, INC		
	01-0000-290-0000-8200-5515-0000-0		July 2013 service		21.36
	01-0000-300-0000-8200-5515-0000-0		July 2013 service		6.18
	01-0000-400-0000-8200-5515-0000-0		July 2013 service		170.96
	01-0000-400-1315-8200-5515-0000-0		July 2013 service		64.20
	01-0000-400-1315-8200-5515-0000-0		July 2013 service		31.09
	01-0000-400-1315-8200-5515-0000-0		July 2013 service		4.53
	01-0000-460-0000-8200-5515-0000-0		July 2013 service		10.59
	01-0000-440-0000-8200-5515-0000-0		July 2013 service		18.29
	01-0000-420-0000-8200-5515-0000-0		July 2013 service		8.53
	01-0000-390-0000-8200-5515-0000-0		July 2013 service		34.58
	01-0000-580-0000-8200-5515-0000-0		July 2013 service		17.06
	01-0000-490-0000-8200-5515-0000-0		July 2013 service		2,062.46
	01-0000-560-0000-8200-5515-0000-0		July 2013 service		69.70
	01-0000-470-0000-8200-5515-0000-0		July 2013 service		4.53
	01-0000-520-0000-8200-5515-0000-0		July 2013 service		1.86
	13-5310-260-0000-8200-5515-0000-0		July 2013 service		36.61
	13-5310-260-0000-8200-5515-0000-0		July 2013 service		18.53
	01-0000-600-0000-8200-5515-0000-0		July 2013 service		5.02
	01-0000-620-0000-8200-5515-0000-0		July 2013 service		21.54
	01-0000-630-0000-8200-5515-0000-0		July 2013 service		-0.95
	01-7230-280-0000-3600-4345-6930-0		July 2013 service		1,188.35
	01-0000-650-0000-8200-5515-0000-0		July 2013 service		9.99
	13-5310-290-0000-8200-5515-0000-0		July 2013 service		1.21
	13-5310-300-0000-8200-5515-0000-0		July 2013 service		0.33
	13-5310-440-0000-8200-5515-0000-0		July 2013 service		0.78
	13-5310-460-0000-8200-5515-0000-0		July 2013 service		0.45
	13-5310-520-0000-8200-5515-0000-0		July 2013 service		0.15
	13-5310-560-0000-8200-5515-0000-0		July 2013 service		3.00
	01-0000-670-0000-8200-5515-0000-0		July 2013 service		4.00
			<b>Warrant Total</b>		<b>\$3,814.93</b>
634156	R103	009850	CALIFORNIA DEPARTMENT OF ED.		
	01-0000-000-0000-0000-9509-0000-0		interest earned		754.49
			<b>Warrant Total</b>		<b>\$754.49</b>

## Commercial Warrant Listing

For Warrants Dated 09/04/2013 to 09/04/2013

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
634157	R103	046275-1	PG&E		
	01-0000-630-0000-8200-5520-0000-0				8.38
	13-5310-260-0000-8200-5520-0000-0				62.10
	01-0000-530-0000-8200-5520-0000-0				372.43
	01-0000-470-0000-8200-5520-0000-0				6,308.10
	01-0000-560-0000-8200-5520-0000-0				4,494.91
	01-0000-380-0000-8200-5520-0000-0				1,771.97
	01-0000-350-0000-8200-5520-0000-0				613.27
	01-0000-360-0000-8200-5520-0000-0				2,337.59
	01-0000-300-0000-8200-5520-0000-0				31.24
	01-0000-290-0000-8200-5520-0000-0				4,991.82
	01-0000-260-0000-8200-5520-5600-0				12.25
	01-0000-670-0000-8200-5520-0000-0				8,112.31
	01-0000-670-0000-8200-5520-0000-0				32.31
	01-0000-650-0000-8200-5520-0000-0				34.58
	11-9503-260-4110-8200-5520-0000-0				57.94
	01-7230-280-0000-3600-4345-6930-0		garage		4,501.23
	01-7230-280-0000-8200-5520-6930-0				66.40
	11-0010-260-4110-8200-5520-0000-0				613.27
			<b>Warrant Total</b>		<b>\$34,422.10</b>
634158	R103	059174-1	SUBURBAN PROPANE		
	01-0000-570-0000-8200-5515-0000-0				667.25
	01-0000-310-0000-8200-5515-0000-0				642.20
	01-0000-320-0000-8200-5515-0000-0				388.63
	01-0000-380-0000-8200-5515-0000-0				466.55
	01-0000-360-0000-8200-5515-0000-0				383.12
	01-0000-450-0000-8200-5515-0000-0				258.09
			<b>Warrant Total</b>		<b>\$2,805.84</b>
634159	R105	090450	SAN JOAQUIN REGION CATA		
141262	01-3550-490-1510-1000-5200-0000-0				730.00
			<b>Warrant Total</b>		<b>\$730.00</b>
634160	R105	009452	CSUF FOUNDATION		
141255	01-0000-260-0000-7400-5200-5250-0				345.00
			<b>Warrant Total</b>		<b>\$345.00</b>
634161	R105	945940	SCHOOL FACILITY CONSULTANTS		
140544	40-0000-260-0000-8100-5800-0000-0				46.25
			<b>Warrant Total</b>		<b>\$46.25</b>
634162	R105	090215	NORTH MONTEREY HIGH SCHOOL		
141199	01-0000-490-1315-4200-5808-0000-0				250.00
			<b>Warrant Total</b>		<b>\$250.00</b>
634163	R105	091206	SIERRA HIGH SCHOOL		
141211	01-0045-400-1315-4200-5808-0000-0				160.00
			<b>Warrant Total</b>		<b>\$160.00</b>
634164	R105	091761	SteamRite Carpet and Upholstery Cleaning		
140645	01-0000-400-0000-8110-5630-0000-0				4,925.00
			<b>Warrant Total</b>		<b>\$4,925.00</b>

**Commercial Warrant Listing**  
**For Warrants Dated 09/04/2013 to 09/04/2013**

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
634165	R105	090034-1	ZEP SALES & SERVICE		
141015	01-0000-000-0000-0000-9320-0000-0				1,839.28
			<b>Warrant Total</b>		<b>\$1,839.28</b>
634166	R105	900740	SLOSSON EDUCATIONAL PUBLICATIONS		
140877	01-5640-260-0000-3120-4310-6640-4				144.93
			<b>Warrant Total</b>		<b>\$144.93</b>
634167	R105	976670	SAN JOAQUIN VALLEY AIR POLLUTION		
141148	35-9275-400-0000-8500-5880-9200-0				639.20
			<b>Warrant Total</b>		<b>\$639.20</b>
634168	R105	921228-1	SAN JOAQUIN IMPERIAL		
140048	01-0000-260-0000-7550-5640-5700-0				221.40
			<b>Warrant Total</b>		<b>\$221.40</b>
634169	R105	896960	SPARKLETTS		
140445	01-0000-260-0000-7200-5650-6000-0				133.47
			<b>Warrant Total</b>		<b>\$133.47</b>
634170	R105	090072-1	UNISOURCE WORLDWIDE INC		
140939	01-0000-000-0000-0000-9320-0000-0				1,715.50
			<b>Warrant Total</b>		<b>\$1,715.50</b>
634171	R106	9032	JANET CASTILLO		
	01-0000-000-0000-0000-9551-0000-0		DED ERROR		65.45
			<b>Warrant Total</b>		<b>\$65.45</b>
634172	R106	10128	ISMAEL MUNOZ		
	01-3010-670-1200-2700-5200-4200-4				502.20
			<b>Warrant Total</b>		<b>\$502.20</b>
634173	R106	7202	ELIZABETH RUNYON		
	01-0000-260-0000-7200-5200-6000-0				154.81
			<b>Warrant Total</b>		<b>\$154.81</b>

Report Date: 09/04/2013

**Commercial Warrant Listing**  
**For Warrants Dated 09/04/2013 to 09/04/2013**

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
634174	R106	7098	ROBERT CHAVEZ		
	01-0000-260-0000-7200-5200-6000-0				101.70
	01-0000-260-0000-7200-5200-6000-0				82.49
			<b>Warrant Total</b>		<b>\$184.19</b>

**District Totals          68 Warrants for          \$2,483,473.37**

Fund Totals	Amount
01 - General Fund	\$2,479,353.77
11 - Adult Education	\$671.21
12 - Child Development	\$708.33
13 - Cafeteria	\$123.16
25 - Capital Fac/Developer Fees	\$1,931.45
35 - County School Facilities Fund	\$639.20
40 - Special Reserve - Cap Outlay	\$46.25
<b>Total</b>	<b>\$2,483,473.37</b>

## SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

BOARD DATE: 9/24/2013

R:

**TOTALS BY FUNDS:**

225

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

<u>83630</u>	<u>26 PRISON MITIGATION</u>	-	-	\$	-
		-	-		
<u>83620</u>	<u>30 STATE SCHOOL BLDG.</u>	-	-		
	<u>LEASE PURCHASE</u>	-	-	\$	-
<u>83600</u>	<u>31 REFURBISHMENT</u>	-	-	\$	-
		-	-		
<u>83670</u>	<u>32 ROOF REPLACEMENT</u>	-	-	\$	-
		-	-		
<u>83730</u>	<u>35 SCHOOL FACILITIES</u>	-	-	\$	-
		-	-		
<u>83610</u>	<u>40 SPECIAL RESERVE</u>	-	-	\$	-
		-	-		
<u>83660</u>	<u>41 BUILDING FUND</u>	-	-	\$	-
		-	-		
<u>83690</u>	<u>42 AG FARM BLDG. FUND</u>	-	-	\$	-
		-	-		
<u>83650</u>	<u>43 C.O.P. PROCEEDS</u>	-	-		
	<u>SPECIAL RESERVE</u>	-	-	\$	-
<u>83710</u>	<u>49 REDEVELOPMENT</u>	-	-		
	<u>SPECIAL RESERVE</u>	-	-	\$	-
<u>88510</u>	<u>53 STATE SCHOOL LOAN</u>	-	-		
	<u>REPAY</u>	-	-	\$	-
<u>88610</u>	<u>54 LEASE PURCHASE</u>	-	-	\$	-
		-	-		
<u>83640</u>	<u>56 C.O.P. DEBT SERVICE</u>	-	-	\$	-
		-	-		
<u>83580</u>	<u>67 INSURANCE RESERVE</u>	-	-	\$	-
		-	-		
<u>83570</u>	<u>73 TRUST FUND</u>	-	-	\$	-
		-	-		
<u>83520</u>	<u>74 ATHLETIC FUND</u>	-	-	\$	-
		-	-		

**GRAND TOTAL:** \$ 1,006,027.90

BY ORDER OF THE GOVERNING BOARD THE COUNTY SUPERINTENDENT OF SCHOOLS & THE AUDITOR OF MADERA COUNTY ARE HEREBY AUTHORIZED TO TRANSFER THE ABOVE LISTED FUNDS TO THE SCHOOLS COMMERCIAL REVOLVING FUND (E.C. 21110). THEY ARE FURTHER AUTHORIZED TO DRAW WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING.

APPROVED BY:

DATE:

\_\_\_\_\_  
TERI BRADSHAW, DIRECTOR OF FISCAL SVCS

PAYMENT ORDER PREPARED BY: Linda K Wall (ACCOUNTS PAYABLE)

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

AUDITED BY:

DATE:

WARRANT NUMBERS FROM: \_\_\_\_\_ TO: \_\_\_\_\_

## Commercial Warrant Listing

For Warrants Dated 09/11/2013 to 09/11/2013

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
634487	R90	092125	Goodyear Car Connection Unlimited		
140079	01-8150-450-0000-8110-5640-0000-0				34.64
			<b>Warrant Total</b>		<b>\$34.64</b>
634488	R90	092151	HAJOCA		
140674	01-8150-450-0000-8110-4300-0000-0				295.04
			<b>Warrant Total</b>		<b>\$295.04</b>
634489	R90	029179	THE HORN SHOP		
140899	01-1100-260-1255-4100-5640-6250-0				1,645.90
140899	01-1100-260-1255-4100-5640-6250-0				1,763.76
			<b>Warrant Total</b>		<b>\$3,409.66</b>
634490	R90	091856	Knight's Pumping & Portable Services, Inc.		
140925	14-0010-260-0000-8110-5800-0000-0				456.20
			<b>Warrant Total</b>		<b>\$456.20</b>
634491	R90	910434	MADERA POLICE DEPARTMENT		
140075	01-8150-450-0000-8110-5800-0000-0		REGISTRN FEE-CHAVEZ		50.00
			<b>Warrant Total</b>		<b>\$50.00</b>
634492	R90	091112-1	RAY MORGAN COMPANY		
140615	01-0000-490-1300-1000-5650-0000-0				47.08
140615	01-0000-490-1300-1000-5650-0000-0				47.08
140615	01-0000-490-1300-1000-5650-0000-0				47.08
			<b>Warrant Total</b>		<b>\$141.24</b>
634493	R90	091944	Red Rock Environmental Group		
140108	01-0000-450-0000-8200-5550-0000-0		JULY		120.00
			<b>Warrant Total</b>		<b>\$120.00</b>
634494	R90	091843	Loss Protection and Investigations, Inc.		
140015	01-0000-260-0000-7200-5800-5600-0				115.00
			<b>Warrant Total</b>		<b>\$115.00</b>
634495	R90	946630-1	NATIONAL TONER AND INK		
140621	01-0000-490-1300-1000-4310-1580-0				302.12
140621	01-0000-490-1300-1000-4310-1580-0				650.16
140621	01-0000-490-1300-1000-4310-1580-0				49.29
			<b>Warrant Total</b>		<b>\$1,001.57</b>
634496	R90	090067-1	PPG ARCHITECTURAL FINISHES		
140428	01-8150-450-0000-8110-4300-0000-0				36.68
140428	01-8150-450-0000-8110-4300-0000-0				69.79
140428	01-8150-450-0000-8110-4300-0000-0				494.22
140428	01-8150-450-0000-8110-4300-0000-0				237.43
140428	01-8150-450-0000-8110-4300-0000-0				88.85
140428	01-8150-450-0000-8110-4300-0000-0				272.22
			<b>Warrant Total</b>		<b>\$1,199.19</b>
634497	R90	915490-1	PLATT		
140898	01-0000-260-0000-7700-4300-5050-0				113.14
			<b>Warrant Total</b>		<b>\$113.14</b>



**Commercial Warrant Listing**  
**For Warrants Dated 09/11/2013 to 09/11/2013**

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
634498	R90	038086	MANGINI ASSOCIATES INCORPORATED		
141049	25-9125-360-0000-8510-6215-0000-0				1,341.40
			<b>Warrant Total</b>		<b>\$1,341.40</b>
634499	R90	037775	MADERA TRIBUNE		
140154	11-0010-260-4110-2700-5870-0000-0		MADERA ADULT SCHL		84.79
			<b>Warrant Total</b>		<b>\$84.79</b>
634500	R90	990810	PACIFIC METAL FAB		
140206	01-8150-450-0000-8110-5800-0000-0				772.25
			<b>Warrant Total</b>		<b>\$772.25</b>
634501	R90	984010-3	GALLS, AN ARAMARK CO		
140477	01-0000-260-0000-8300-4300-2550-0				42.71
140477	01-0000-260-0000-8300-5805-2550-0				85.43
			<b>Warrant Total</b>		<b>\$128.14</b>
634502	R90	984010	GALL'S RETAIL CA LOCKBOX		
140477	01-0000-260-0000-8300-4300-2550-0				347.29
140477	01-0000-260-0000-8300-5805-2550-0				694.58
			<b>Warrant Total</b>		<b>\$1,041.87</b>
634503	R90	026076-1	GRAINGER		
140419	01-8150-450-0000-8110-4300-0000-0				85.47
140419	01-8150-450-0000-8110-4300-0000-0				8.55
140419	01-8150-450-0000-8110-4300-0000-0				327.76
140419	01-8150-450-0000-8110-4300-0000-0				103.78
140419	01-8150-450-0000-8110-4300-0000-0				67.22
140419	01-8150-450-0000-8110-4300-0000-0				236.20
			<b>Warrant Total</b>		<b>\$828.98</b>
634504	R90	890785-1	GRAYBAR ELECTRIC CO., INC.		
140420	01-8150-450-0000-8110-4300-0000-0				25.68
			<b>Warrant Total</b>		<b>\$25.68</b>
634505	R90	090080-1	HD SUPPLY FACILITIES MAINT., LTD		
140511	01-8150-450-0000-8110-4300-0000-0				64.67
			<b>Warrant Total</b>		<b>\$64.67</b>
634506	R90	935660	LINCOLN EQUIPMENT		
140425	01-0000-450-0000-8200-4300-5170-0				243.87
140425	01-0000-450-0000-8200-4300-5170-0				436.11
			<b>Warrant Total</b>		<b>\$679.98</b>
634507	R90	910434	MADERA POLICE DEPARTMENT		
140075	01-8150-450-0000-8110-5800-0000-0		MHS		100.00
140075	01-8150-450-0000-8110-5800-0000-0		MADISON ELEM		50.00
			<b>Warrant Total</b>		<b>\$150.00</b>
634508	R90	090061	Madera Small Engine & Marine Repair		
140201	01-8150-450-0000-8110-4300-0000-0				22.92
140201	01-8150-450-0000-8110-5640-0000-0				20.06
			<b>Warrant Total</b>		<b>\$42.98</b>

**Commercial Warrant Listing**  
**For Warrants Dated 09/11/2013 to 09/11/2013**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
634509	R90	090064	MCMaster-CARR SUPPLY CO.		
140203	01-8150-450-0000-8110-4300-0000-0				47.43
140203	01-8150-450-0000-8110-4300-0000-0				267.13
			<b>Warrant Total</b>		<b>\$314.56</b>
634510	R90	091817	MICHCO		
140514	01-8150-450-0000-8110-4300-0000-0				146.11
			<b>Warrant Total</b>		<b>\$146.11</b>
634511	R90	090310	Monoprice, Inc.		
140612	01-0000-260-0000-7700-4485-5050-0				261.12
			<b>Warrant Total</b>		<b>\$261.12</b>
634512	R90	090067-1	PPG ARCHITECTURAL FINISHES		
140428	01-8150-450-0000-8110-4300-0000-0				30.26
140428	01-8150-450-0000-8110-4300-0000-0				55.03
140428	01-8150-450-0000-8110-4300-0000-0				67.38
140428	01-8150-450-0000-8110-4300-0000-0				78.52
140428	01-8150-450-0000-8110-4300-0000-0				163.21
140428	01-8150-450-0000-8110-4300-0000-0				75.46
			<b>Warrant Total</b>		<b>\$469.86</b>
634513	R90	915490-1	PLATT		
140898	01-0000-260-0000-7700-4300-5050-0				171.45
140898	01-0000-260-0000-7700-4300-5050-0				54.53
			<b>Warrant Total</b>		<b>\$225.98</b>
634514	R90	091112-1	RAY MORGAN COMPANY		
140198	01-0010-260-1110-2100-5650-6010-0				51.02
140198	01-0010-260-1110-2100-5650-6012-0				637.72
			<b>Warrant Total</b>		<b>\$688.74</b>
634515	R90	890963-1	REFRIGERATION SUPPLIES DIST.		
140498	01-8150-450-0000-8110-5640-0000-0				53.07
140498	01-8150-450-0000-8110-5640-0000-0				37.52
140498	01-8150-450-0000-8110-5640-0000-0				41.09
140498	01-8150-450-0000-8110-5640-0000-0				15.70
140498	01-8150-450-0000-8110-5640-0000-0				4.59
140498	01-8150-450-0000-8110-4300-0000-0				36.71
140498	01-8150-450-0000-8110-4300-0000-0				125.56
140498	01-8150-450-0000-8110-4300-0000-0				328.76
140498	01-8150-450-0000-8110-4300-0000-0				300.15
140498	01-8150-450-0000-8110-4300-0000-0				424.57
			<b>Warrant Total</b>		<b>\$1,367.72</b>
634516	R90	026076-1	GRAINGER		
140419	01-8150-450-0000-8110-4300-0000-0				340.00
			<b>Warrant Total</b>		<b>\$340.00</b>
634517	R90	090590	MADERA COMMUNITY HOSPITAL		
140568	01-0000-260-0000-7390-5890-6950-0				53.50
			<b>Warrant Total</b>		<b>\$53.50</b>

**Commercial Warrant Listing**  
**For Warrants Dated 09/11/2013 to 09/11/2013**

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
634518	R90	980000	MADERA GLASS & MIRROR CO.		
140074	01-8150-450-0000-8110-4300-0000-0				250.31
140074	01-8150-450-0000-8110-5630-0000-0				83.44
140074	01-8150-450-0000-8110-5630-0000-0				18.13
140074	01-8150-450-0000-8110-4300-0000-0				54.39
140074	01-8150-450-0000-8110-4300-0000-0				282.74
140074	01-8150-450-0000-8110-5630-0000-0				94.24
140074	01-8150-450-0000-8110-5630-0000-0				111.32
140074	01-8150-450-0000-8110-4300-0000-0				333.97
140074	01-8150-450-0000-8110-4300-0000-0				137.38
140074	01-8150-450-0000-8110-5630-0000-0				45.80
140074	01-8150-450-0000-8110-5630-0000-0				8.52
140074	01-8150-450-0000-8110-4300-0000-0				25.56
140074	01-8150-450-0000-8110-4300-0000-0				16.34
140074	01-8150-450-0000-8110-5630-0000-0				5.45
			<b>Warrant Total</b>		<b>\$1,467.59</b>
634519	R90	995890	IMAGE 2000		
140039	01-0000-580-1200-2700-5650-0000-0				8,064.00
			<b>Warrant Total</b>		<b>\$8,064.00</b>
634520	R90	090067-1	PPG ARCHITECTURAL FINISHES		
140428	01-8150-450-0000-8110-4300-0000-0				34.89
140428	01-8150-450-0000-8110-4300-0000-0				53.70
			<b>Warrant Total</b>		<b>\$88.59</b>
634521	R90	091148-1	RUSSELL SIGLER INC.		
140497	01-8150-450-0000-8110-4300-0000-0				1,546.69
			<b>Warrant Total</b>		<b>\$1,546.69</b>
634522	R90	090079-1	GEARY PACIFIC CORP.		
140161	01-8150-450-0000-8110-4300-0000-0				185.05
140161	01-8150-450-0000-8110-4300-0000-0				87.65
140161	01-8150-450-0000-8110-4300-0000-0				23.24
			<b>Warrant Total</b>		<b>\$295.94</b>
634523	R90	092125	Goodyear Car Connection Unlimited		
140079	01-8150-450-0000-8110-5640-0000-0				57.00
			<b>Warrant Total</b>		<b>\$57.00</b>
634524	R90	026076-1	GRAINGER		
140419	01-8150-450-0000-8110-4300-0000-0				490.95
140419	01-8150-450-0000-8110-4300-0000-0				129.11
			<b>Warrant Total</b>		<b>\$620.06</b>
634525	R90	090080-1	HD SUPPLY FACILITIES MAINT., LTD		
140511	01-8150-450-0000-8110-4300-0000-0				116.32
140511	01-8150-450-0000-8110-4300-0000-0				148.87
			<b>Warrant Total</b>		<b>\$265.19</b>
634526	R90	092151	HAJOCA		
140674	01-8150-450-0000-8110-4300-0000-0				56.95
			<b>Warrant Total</b>		<b>\$56.95</b>

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Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
634527	R90	890963-1	REFRIGERATION SUPPLIES DIST.		
140498	01-8150-450-0000-8110-4300-0000-0				33.95
140498	01-8150-450-0000-8110-5640-0000-0				4.24
			<b>Warrant Total</b>		<b>\$38.19</b>
634528	R90	995890	IMAGE 2000		
140056	01-0000-440-1200-2700-5650-0000-0		MILLVIEW		9,072.00
			<b>Warrant Total</b>		<b>\$9,072.00</b>
634529	R109	090079-1	GEARY PACIFIC CORP.		
140161	01-8150-450-0000-8110-4300-0000-0				1,436.49
			<b>Warrant Total</b>		<b>\$1,436.49</b>
634530	R109	091143	GOLF CAR CENTRAL SERVICE		
140212	01-8150-450-0000-8110-4300-0000-0				241.51
140212	01-8150-450-0000-8110-5640-0000-0				241.50
			<b>Warrant Total</b>		<b>\$483.01</b>
634531	R109	890785-1	GRAYBAR ELECTRIC CO., INC.		
140420	01-8150-450-0000-8110-4300-0000-0				169.71
140420	01-8150-450-0000-8110-4300-0000-0				110.43
			<b>Warrant Total</b>		<b>\$280.14</b>
634532	R109	026076-1	GRAINGER		
140419	01-8150-450-0000-8110-4300-0000-0				144.11
140419	01-8150-450-0000-8110-4300-0000-0				53.11
140419	01-8150-450-0000-8110-4300-0000-0				164.97
140419	01-8150-450-0000-8110-4300-0000-0				115.61
140419	01-8150-450-0000-8110-4300-0000-0				242.33
140419	01-8150-450-0000-8110-4300-0000-0				302.03
			<b>Warrant Total</b>		<b>\$1,022.16</b>
634533	R109	090080-1	HD SUPPLY FACILITIES MAINT., LTD		
140511	01-8150-450-0000-8110-4300-0000-0				45.89
140511	01-8150-450-0000-8110-4300-0000-0				562.20
140511	01-8150-450-0000-8110-4300-0000-0				118.90
			<b>Warrant Total</b>		<b>\$726.99</b>
634534	R109	910280	HOLIDAY'S AUTO SPECIALTIES, INC.		
140274	01-7230-280-0000-3600-5640-6930-0				58.04
140274	01-7230-280-0000-3600-5640-6930-0				864.34
			<b>Warrant Total</b>		<b>\$922.38</b>

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PO #	Account #		Description		
634535	R109	029179	THE HORN SHOP		
140406	01-0000-400-1355-1000-5800-2320-0				280.80
140899	01-1100-260-1255-4100-5640-6250-0				1,066.90
140899	01-1100-260-1255-4100-5640-6250-0				1,067.26
140899	01-1100-260-1255-4100-5640-6250-0				1,604.32
140899	01-1100-260-1255-4100-5640-6250-0				570.00
140899	01-1100-260-1255-4100-5640-6250-0				1,983.16
140899	01-1100-260-1255-4100-5640-6250-0				1,209.08
140899	01-1100-260-1255-4100-5640-6250-0				1,646.84
140899	01-1100-260-1255-4100-5640-6250-0				1,372.92
140899	01-1100-260-1255-4100-5640-6250-0				315.00
140899	01-1100-260-1255-4100-5640-6250-0				212.00
140899	01-1100-260-1255-4100-5640-6250-0				1,296.76
140899	01-1100-260-1255-4100-5640-6250-0				978.40
140899	01-1100-260-1255-4100-5640-6250-0				1,510.88
140899	01-1100-260-1255-4100-5640-6250-0				446.62
141165	01-1100-260-1255-1000-4310-6250-0				5,548.50
<b>Warrant Total</b>					<b>\$21,109.44</b>
634536	R109	090058	JOHNSTONE SUPPLY		
140427	01-8150-450-0000-8110-4300-0000-0				259.73
140427	01-8150-450-0000-8110-4300-0000-0				135.60
<b>Warrant Total</b>					<b>\$395.33</b>
634537	R109	091927	Internal Med Assoc. of Madera		
140564	01-0000-260-0000-7390-5890-6950-0				205.00
140564	01-0000-260-0000-7390-5890-6950-0				205.00
140564	01-0000-260-0000-7390-5890-6950-0				200.00
140564	01-0000-260-0000-7390-5890-6950-0				205.00
<b>Warrant Total</b>					<b>\$815.00</b>
634538	R109	935660	LINCOLN EQUIPMENT		
140425	01-0000-450-0000-8200-4300-5170-0				1,491.76
140425	01-0000-450-0000-8200-4300-5170-0				1,034.72
140425	01-0000-450-0000-8200-4300-5170-0				904.71
140425	01-0000-450-0000-8200-4300-5170-0				608.26
<b>Warrant Total</b>					<b>\$4,039.45</b>
634539	R109	090020-1	LAWSON PRODUCTS		
140278	01-7230-280-0000-3600-4340-6930-0				422.07
140278	01-7230-280-0000-3600-4340-6930-0				298.16
<b>Warrant Total</b>					<b>\$720.23</b>
634540	R109	092119	Link 3 Integration, Inc		
140068	01-8150-450-0000-8110-4300-0000-0				186.22
140068	01-8150-450-0000-8110-5640-0000-0				496.59
140068	01-8150-450-0000-8110-5640-0000-0				611.46
140068	01-8150-450-0000-8110-4300-0000-0				229.30
<b>Warrant Total</b>					<b>\$1,523.57</b>

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Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
634541	R109	091647	Madera Tractor		
140202	01-8150-450-0000-8110-4300-0000-0				433.10
140202	01-8150-450-0000-8110-5640-0000-0				433.10
140202	01-8150-450-0000-8110-5640-0000-0				510.30
140202	01-8150-450-0000-8110-4300-0000-0				510.31
			<b>Warrant Total</b>		<b>\$1,886.81</b>
634542	R109	090061	Madera Small Engine & Marine Repair		
140201	01-8150-450-0000-8110-4300-0000-0				21.52
140201	01-8150-450-0000-8110-5640-0000-0				18.83
140201	01-8150-450-0000-8110-5640-0000-0				19.65
140201	01-8150-450-0000-8110-4300-0000-0				22.46
140201	01-8150-450-0000-8110-4300-0000-0				71.59
140201	01-8150-450-0000-8110-5640-0000-0				62.65
140201	01-8150-450-0000-8110-5640-0000-0				180.80
140201	01-8150-450-0000-8110-4300-0000-0				206.62
140201	01-8150-450-0000-8110-4300-0000-0				15.78
140201	01-8150-450-0000-8110-5640-0000-0				13.80
			<b>Warrant Total</b>		<b>\$633.70</b>
634543	R109	090070-2	MWE		
140530	01-8150-450-0000-8110-4300-0000-0				209.21
			<b>Warrant Total</b>		<b>\$209.21</b>
634544	R109	946630-1	NATIONAL TONER AND INK		
140621	01-0000-490-1300-1000-4310-1580-0				192.24
			<b>Warrant Total</b>		<b>\$192.24</b>
634545	R109	091648-1	NORMAN S WRIGHT		
140508	01-8150-450-0000-8110-4300-0000-0				518.67
140508	01-8150-450-0000-8110-4300-0000-0				518.67
140508	01-8150-450-0000-8110-4300-0000-0				1,384.56
140508	01-8150-450-0000-8110-4300-0000-0				345.60
140508	01-8150-450-0000-8110-4300-0000-0				185.76
			<b>Warrant Total</b>		<b>\$2,953.26</b>
634546	R109	091385-1	NEXEO SOLUTIONS		
140205	01-8150-450-0000-8110-4300-0000-0				824.23
140205	01-8150-450-0000-8110-4300-0000-0				824.23
			<b>Warrant Total</b>		<b>\$1,648.46</b>
634547	R109	946630-1	NATIONAL TONER AND INK		
140621	01-0000-490-1300-1000-4310-1580-0				583.20
			<b>Warrant Total</b>		<b>\$583.20</b>
634548	R109	047226	PECKS PRINTERY		
140208	01-8150-450-0000-8110-5800-0000-0				367.74
			<b>Warrant Total</b>		<b>\$367.74</b>
634549	R109	090067-1	PPG ARCHITECTURAL FINISHES		
140428	01-8150-450-0000-8110-4300-0000-0				190.36
140428	01-8150-450-0000-8110-4300-0000-0				120.39
			<b>Warrant Total</b>		<b>\$310.75</b>

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Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
634550	R109	915490-1	PLATT		
140441	01-0000-450-0000-8200-4300-0000-0				404.45
140441	01-0000-450-0000-8200-4300-0000-0				14.19
			<b>Warrant Total</b>		<b>\$418.64</b>
634551	R109	092002-1	PRUDENTIAL OVERALL SUPPLY		
140291	01-7230-280-0000-3600-5800-6930-0				195.82
140291	01-7230-280-0000-3600-5800-6930-0				195.82
140291	01-7230-280-0000-3600-5800-6930-0				195.82
140291	01-7230-280-0000-3600-5800-6930-0				195.82
			<b>Warrant Total</b>		<b>\$783.28</b>
634552	R109	091112-1	RAY MORGAN COMPANY		
140051	01-0000-260-0000-7550-4300-5700-0				2,657.60
			<b>Warrant Total</b>		<b>\$2,657.60</b>
634553	R109	890963-1	REFRIGERATION SUPPLIES DIST.		
140498	01-8150-450-0000-8110-4300-0000-0				92.22
140498	01-8150-450-0000-8110-5640-0000-0				11.53
			<b>Warrant Total</b>		<b>\$103.75</b>
634554	R109	091881-2	RefPAY Trust Account		
141114	01-0000-390-1215-4200-5800-0000-0				8,000.00
			<b>Warrant Total</b>		<b>\$8,000.00</b>
634555	R109	090042	ROSENBALM ROCKERY		
140496	01-0000-450-0000-8220-4300-0000-0				34.56
140496	01-0000-450-0000-8220-4300-0000-0				241.92
140496	01-0000-450-0000-8220-4300-0000-0				241.92
140496	01-0000-450-0000-8220-4300-0000-0				241.92
			<b>Warrant Total</b>		<b>\$760.32</b>
634556	R110	090213-1	GTM SPORTSWEAR		
140743	01-0000-560-1215-4200-5800-0000-0				2,276.64
			<b>Warrant Total</b>		<b>\$2,276.64</b>
634557	R110	090661-1	INNOVATION COMMERCIAL FLOORING		
141012	01-8150-450-0000-8110-5630-0000-0				1,252.80
			<b>Warrant Total</b>		<b>\$1,252.80</b>
634558	R110	036578	MADERA CHAMBER OF COMMERCE		
141140	01-0595-260-0000-7150-5800-5600-0				495.00
			<b>Warrant Total</b>		<b>\$495.00</b>
634559	R110	037775	MADERA TRIBUNE		
140912	01-0000-260-0000-7510-5870-5100-0		CUST#09100023-000		84.74
			<b>Warrant Total</b>		<b>\$84.74</b>
634560	R110	090061	Madera Small Engine & Marine Repair		
141220	01-0000-450-0000-8200-4300-0000-0				1,231.17
141213	01-0000-450-0000-8220-4400-0000-0				561.59
			<b>Warrant Total</b>		<b>\$1,792.76</b>

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Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
634561	R110	090375	MADERA SOUTH HIGH SCHOOL ATHLETICS		
141212	01-0045-400-1315-4200-5808-0000-0				180.00
			<b>Warrant Total</b>		<b>\$180.00</b>
634562	R110	897140-1	MARO'S ALTERATIONS		
141236	01-3725-400-1300-1000-5800-0000-3				600.00
			<b>Warrant Total</b>		<b>\$600.00</b>
634563	R110	090462-1	NCS PEARSON, INC		
140878	01-5640-260-0000-3120-4310-6640-4				3,537.52
			<b>Warrant Total</b>		<b>\$3,537.52</b>
634564	R110	947480-1	PEARSON EDUCATION INC		
140884	01-6300-260-1300-1000-4100-6220-0				2,050.13
			<b>Warrant Total</b>		<b>\$2,050.13</b>
634565	R110	047226	PECKS PRINTERY		
140468	01-0000-000-0000-0000-9320-0000-0				1,408.32
			<b>Warrant Total</b>		<b>\$1,408.32</b>
634566	R110	091859-1	RAINBOW RACING SYSTEM, INC.		
141215	01-0045-400-1315-4200-4300-0000-0				62.54
			<b>Warrant Total</b>		<b>\$62.54</b>
634567	R110	890789-1	ROOSEVELT CROSS COUNTRY		
141202	01-0000-490-1315-4200-5808-0000-0		MADERA SO HI SCHL		180.00
			<b>Warrant Total</b>		<b>\$180.00</b>
634568	R110	092138	R & R Tree Service		
141248	01-0000-450-0000-8220-5800-0000-0				6,800.00
			<b>Warrant Total</b>		<b>\$6,800.00</b>
634569	R110	890789-1	ROOSEVELT CROSS COUNTRY		
141103	01-0045-400-1315-4200-5808-0000-0		MADERA HI SCHL		204.00
			<b>Warrant Total</b>		<b>\$204.00</b>
634570	R111	933600	ALPINE DRINKING WATER		
140248	01-7230-280-0000-3600-5800-6940-0				32.00
140248	01-7230-280-0000-3600-5800-6930-0				16.00
			<b>Warrant Total</b>		<b>\$48.00</b>
634571	R111	000073-1	A-Z BUS SALES		
140252	01-7230-000-0000-0000-9320-0000-0				1,121.26
140252	01-7230-000-0000-0000-9320-0000-0				1,218.33
140252	01-7230-000-0000-0000-9320-0000-0				258.32
140252	01-7230-000-0000-0000-9320-0000-0				1,121.55
			<b>Warrant Total</b>		<b>\$3,719.46</b>
634572	R111	998701-1	Battery Systems		
140253	01-7230-000-0000-0000-9320-0000-0				1,365.53
140253	01-7230-000-0000-0000-9320-0000-0				420.16
140253	01-7230-000-0000-0000-9320-0000-0				1,107.37
			<b>Warrant Total</b>		<b>\$2,893.06</b>



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Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
634573	R111	989130	BETTS TRUCK PARTS		
140255	01-7230-280-0000-3600-5640-6930-0				2,395.47
			<b>Warrant Total</b>		<b>\$2,395.47</b>
634574	R111	090893-1	BUSWEST		
140257	01-7230-000-0000-0000-9320-0000-0				152.81
140257	01-7230-000-0000-0000-9320-0000-0				137.01
140257	01-7230-000-0000-0000-9320-0000-0				230.09
140257	01-7230-000-0000-0000-9320-0000-0				803.77
140257	01-7230-000-0000-0000-9320-0000-0				1,018.76
140257	01-7230-000-0000-0000-9320-0000-0				139.11
140257	01-7230-000-0000-0000-9320-0000-0				109.96
140257	01-7230-000-0000-0000-9320-0000-0				580.27
140257	01-7230-000-0000-0000-9320-0000-0				929.80
140257	01-7230-000-0000-0000-9320-0000-0				1,278.45
140257	01-7230-000-0000-0000-9320-0000-0				574.15
140257	01-7230-000-0000-0000-9320-0000-0				42.22
140257	01-7230-000-0000-0000-9320-0000-0				34.90
140257	01-7230-000-0000-0000-9320-0000-0				3,884.60
140257	01-7230-000-0000-0000-9320-0000-0				332.84
			<b>Warrant Total</b>		<b>\$10,248.74</b>
634575	R111	091187	CREATIVE BUS SALES		
140262	01-7230-280-0000-3600-5640-6930-0				35.45
			<b>Warrant Total</b>		<b>\$35.45</b>
634576	R111	090016-1	EPPLER TOWING & TRANSPORT		
140266	01-7230-280-0000-3600-5800-6930-0				375.00
140266	01-7230-280-0000-3600-5800-6930-0				345.00
140266	01-7230-280-0000-3600-5800-6930-0				375.00
			<b>Warrant Total</b>		<b>\$1,095.00</b>
634577	R111	090052-1	FASTENAL COMPANY		
140267	01-7230-280-0000-3600-4300-6930-0				478.27
140267	01-7230-280-0000-3600-4300-6930-0				300.00
			<b>Warrant Total</b>		<b>\$778.27</b>
634578	R111	091885	Future Ford of Clovis		
140268	01-7230-280-0000-3600-5640-6930-0				366.21
140268	01-7230-000-0000-0000-9320-0000-0				1,731.27
			<b>Warrant Total</b>		<b>\$2,097.48</b>
634579	R111	933810-1	ALLIED STORAGE CONTAINERS, INC.		
141218	01-0000-450-0000-8220-4400-0000-0				2,619.00
141180	01-0000-450-0000-8200-5620-0000-0				253.80
			<b>Warrant Total</b>		<b>\$2,872.80</b>
634580	R111	001978-1	AMERICAN BAND ACCESSORIES LLC		
141142	01-0000-400-1355-4100-5640-2320-0				201.95
			<b>Warrant Total</b>		<b>\$201.95</b>

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PO #	Account #		Description		Amount
634581	R111	913450	AVID CENTER		
141188	01-0000-490-1335-1000-4320-0000-0				525.00
			<b>Warrant Total</b>		<b>\$525.00</b>
634582	R111	090242	CIF CENTRAL SECTION		
141302	01-0000-490-1315-4200-5808-0000-0		assessments		1,529.25
			<b>Warrant Total</b>		<b>\$1,529.25</b>
634583	R111	961740	CIF STATE OFFICE		
141303	01-0045-490-1315-4200-5800-0000-0		MSHS		1,836.45
			<b>Warrant Total</b>		<b>\$1,836.45</b>
634584	R111	009528	CAL VALLEY PRINTING		
140652	01-0000-380-1200-2700-5800-0000-0				91.80
			<b>Warrant Total</b>		<b>\$91.80</b>
634585	R111	092177-1	CDS MOVING EQUIPMENT		
141072	01-0000-260-0000-7550-4300-5700-0				214.95
			<b>Warrant Total</b>		<b>\$214.95</b>
634586	R111	934910-1	CDW GOVERNMENT, INC		
140906	01-3010-290-1200-1000-4485-4200-4				1,542.52
			<b>Warrant Total</b>		<b>\$1,542.52</b>
634587	R111	012080	CENTRAL JANITOR'S SUPPLY CO.		
141264	01-0000-000-0000-0000-9320-0000-0				1,987.20
			<b>Warrant Total</b>		<b>\$1,987.20</b>
634588	R111	916950	CENTRAL VALLEY PRESORT		
140025	01-0000-260-0000-7200-5910-5600-0				691.44
			<b>Warrant Total</b>		<b>\$691.44</b>
634589	R111	090242	CIF CENTRAL SECTION		
141304	01-0000-490-1315-4200-5808-0000-0		MSHS		430.00
			<b>Warrant Total</b>		<b>\$430.00</b>
634590	R111	959220	CITY NATIONAL BANK		
140011	01-0000-260-0000-9100-7439-5600-0				19,397.37
140011	01-0000-260-0000-9100-7438-5600-0				4,510.82
140010	01-0000-260-0000-9100-7438-5600-0				13,710.96
140010	01-0000-260-0000-9100-7439-5600-0				64,814.99
			<b>Warrant Total</b>		<b>\$102,434.14</b>
634591	R111	953030-1	CONCENTRA MEDICAL CENTER		
140189	01-0000-260-0000-7390-5890-6950-0		ayala,luis		157.81
140189	01-0000-260-0000-7390-5890-6950-0		deleija teres		157.81
			<b>Warrant Total</b>		<b>\$315.62</b>
634592	R111	090651-1	COSTCO MEMBERSHIP		
141301	01-0000-260-0000-7530-5300-5800-0		membership		81.40
			<b>Warrant Total</b>		<b>\$81.40</b>
634593	R111	092100-1	CROP PRODUCTION SERVICES, INC		
140430	01-0000-450-0000-8220-4300-0000-0				3,936.60
			<b>Warrant Total</b>		<b>\$3,936.60</b>

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634594	R111	090757-1	ERIC ARMIN INC		
140936	01-3010-290-1200-1000-4310-4200-4				250.65
			<b>Warrant Total</b>		<b>\$250.65</b>
634595	R111	937140-1	ENVIROCLEAN SANITATION SUPPLY		
140156	01-8150-450-0000-8110-4300-0000-0				250.45
141238	01-0000-000-0000-0000-9320-0000-0				958.00
			<b>Warrant Total</b>		<b>\$1,208.45</b>
634596	R111	067330-1	FOLLETT EDUCATIONAL SERVICES		
140197	01-6300-260-1200-1000-4100-6220-0				2,785.01
141151	01-6300-260-1300-1000-4100-6220-0				87.79
			<b>Warrant Total</b>		<b>\$2,872.80</b>
634597	R111	090341-3	CENGAGE LEARNING		
141047	01-6300-260-1300-1000-4100-6220-0				4,991.21
			<b>Warrant Total</b>		<b>\$4,991.21</b>
634598	R111	902190-4	Cengage Gale		
140716	01-0000-490-1300-1000-5885-0000-0				4,410.00
140630	01-0000-490-1300-2420-4310-0000-0				701.12
			<b>Warrant Total</b>		<b>\$5,111.12</b>
634599	R112	046275-1	PG&E		
	01-0000-490-0000-8200-5520-0000-0				24,343.39
	01-0000-495-0000-8200-5520-0000-0				237.47
	01-0000-520-0000-8200-5520-0000-0				3,350.21
	01-0000-460-0000-8200-5520-0000-0				3,197.22
	01-0000-300-0000-8200-5520-0000-0				2,803.35
	01-0000-400-0000-8200-5520-0000-0				16,339.51
	01-0000-400-1315-8200-5520-0000-0				910.86
	01-0000-260-0000-8200-5520-5600-0				3,986.46
	01-0000-580-0000-8200-5520-0000-0				58.92
	01-0000-600-0000-8200-5520-0000-0				7,951.61
	01-0000-620-0000-8200-5520-0000-0				4,988.89
	11-0010-260-4110-8200-5520-0000-0				44.09
	13-5310-260-0000-8200-5520-0000-0				3,193.31
	13-5310-520-0000-8200-5520-0000-0				64.66
			<b>Warrant Total</b>		<b>\$71,469.95</b>
634600	R112	059174-1	SUBURBAN PROPANE		
	01-0000-320-0000-8200-5515-0000-0				404.92
			<b>Warrant Total</b>		<b>\$404.92</b>
634601	R112	091968	Madera Valley Water Company		
	01-0000-310-0000-8200-5530-0000-0		Berenda		93.44
			<b>Warrant Total</b>		<b>\$93.44</b>

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PO #	Account #		Description		
634602	R113	060697	TECO PRODUCTS COMPANY		
140415	01-0000-400-0000-8210-4300-0000-0				89.62
140077	01-8150-450-0000-8110-4300-0000-0				65.92
140077	01-8150-450-0000-8110-4300-0000-0				41.45
140077	01-8150-450-0000-8110-4300-0000-0				7.13
140077	01-8150-450-0000-8110-4300-0000-0				35.15
140077	01-8150-450-0000-8110-4300-0000-0				122.60
140077	01-8150-450-0000-8110-4300-0000-0				15.07
140077	01-8150-450-0000-8110-4300-0000-0				127.27
140077	01-8150-450-0000-8110-4300-0000-0				9.99
140077	01-8150-450-0000-8110-4300-0000-0				175.37
140077	01-8150-450-0000-8110-4300-0000-0				59.35
140077	01-8150-450-0000-8110-4300-0000-0				22.25
140077	01-8150-450-0000-8110-4300-0000-0				33.93
140077	01-8150-450-0000-8110-4300-0000-0				25.27
140077	01-8150-450-0000-8110-4300-0000-0				208.96
<b>Warrant Total</b>					<b>\$1,039.33</b>
634603	R113	091494-1	U.S. TOY CO/CONSTRUCTIVE PLAYTHINGS		
140969	12-6105-260-0001-1000-4310-0000-0				158.04
<b>Warrant Total</b>					<b>\$158.04</b>
634604	R113	062585-1	UNISOURCE WORLDWIDE, INC.		
140045	01-0000-260-0000-7550-4300-5700-0				553.95
140045	01-0000-260-0000-7550-4300-5700-0				609.96
<b>Warrant Total</b>					<b>\$1,163.91</b>
634605	R113	910386	U.S. POSTAL SERVICE		
141263	01-0000-000-0000-0000-9320-0000-0				2,608.00
<b>Warrant Total</b>					<b>\$2,608.00</b>
634606	R113	054060-1	SCHOETTLER TIRE INC.		
140296	01-7230-000-0000-0000-9320-0000-0				11,722.41
140296	01-7230-280-0000-3600-5640-6930-0				1,609.50
<b>Warrant Total</b>					<b>\$13,331.91</b>
634607	R113	973610	UNITED HEALTH		
141116	01-0000-000-0000-0000-9320-0000-0				323.10
<b>Warrant Total</b>					<b>\$323.10</b>
634608	R113	995140	VALLEY FEED		
140738	01-0025-490-1305-1000-4300-0000-0				307.84
140738	01-0025-490-1305-1000-4300-0000-0				219.50
140738	01-0025-490-1305-1000-4300-0000-0				548.75
140738	01-0025-490-1305-1000-4300-0000-0				41.96
140738	01-0025-490-1305-1000-4300-0000-0				219.50
140738	01-0025-490-1305-1000-4300-0000-0				219.50
140738	01-0025-490-1305-1000-4300-0000-0				199.50
<b>Warrant Total</b>					<b>\$1,756.55</b>
634609	R113	890086-1	TROXELL COMMUNICATIONS		
140945	01-3010-290-1200-1000-4385-4200-4				917.38
<b>Warrant Total</b>					<b>\$917.38</b>

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634610 140972	R113 12-6105-260-0001-1000-4485-0000-0	931660-1	SEHI COMPUTER PRODUCTS INC		596.13
			<b>Warrant Total</b>		<b>\$596.13</b>
634611 141070	R113 01-1100-400-1300-1000-4310-6500-0	090137	SCHOOL OUTFITTERS		494.86
			<b>Warrant Total</b>		<b>\$494.86</b>
634612 140465	R113 01-1100-260-0000-7200-4300-6500-0	970120-1	SCHOOL SPECIALTY INC.		237.50
			<b>Warrant Total</b>		<b>\$237.50</b>
634613 141100 141100 140717	R113 01-0000-390-1200-1000-4310-0000-0 01-0000-390-1200-1000-4310-0000-0 01-1100-620-1200-1000-4310-6500-0	931660-1	SEHI COMPUTER PRODUCTS INC		534.56 1,542.20 792.94
			<b>Warrant Total</b>		<b>\$2,869.70</b>
634614 140302 140302	R113 01-7230-280-0000-3600-4341-6930-0 01-7230-280-0000-3600-4345-6930-0	060831-1	TESEI PETROLEUM, INC.		5,057.91 3,146.53
			<b>Warrant Total</b>		<b>\$8,204.44</b>
634615 140297	R113 01-7230-280-0000-3600-5640-6930-0	091824	Sergio's Welding		27.00
			<b>Warrant Total</b>		<b>\$27.00</b>
634616 140298	R113 01-7230-280-0000-3600-4342-6930-0	942340	SILVA'S OIL CO.		25,557.15
			<b>Warrant Total</b>		<b>\$25,557.15</b>
634617	R114 01-3010-670-1200-1000-5200-4200-4	2890	DEBORA LYNN LAZAR		217.91
			<b>Warrant Total</b>		<b>\$217.91</b>
634618	R114 01-0000-260-1110-2130-5200-6220-0	9852	KRISTIE MARIE LEYBA		328.48
			<b>Warrant Total</b>		<b>\$328.48</b>
634619	R114 01-0000-260-0000-7200-5200-6000-0	7098	ROBERT CHAVEZ		330.50
			<b>Warrant Total</b>		<b>\$330.50</b>
634620	R114 01-0000-260-0000-7700-5200-5050-0	10181	JAIME BRAVO		9.04
			<b>Warrant Total</b>		<b>\$9.04</b>
634621	R114 01-0000-600-1200-2700-5200-0000-0	9676	MARVIN WILLIAM BAKER		248.52
			<b>Warrant Total</b>		<b>\$248.52</b>
634622	R114 01-0000-420-1200-1000-4310-0000-0	8353	JAIME ERNESTO SORIA		105.12
			<b>Warrant Total</b>		<b>\$105.12</b>

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634623	R114	8332	DIANA LEDESMA		
	01-0000-420-1200-1000-4310-0000-0				91.43
			<b>Warrant Total</b>		<b>\$91.43</b>
634624	R114	546	KATHRYN JOANNE SEARS		
	01-0000-420-1200-1000-4310-0000-0				73.05
			<b>Warrant Total</b>		<b>\$73.05</b>
634625	R114	5462	NICHOLE RENEE WALSH		
	01-0000-600-1200-2700-4300-0000-0				37.87
			<b>Warrant Total</b>		<b>\$37.87</b>
634626	R114	970	CARSTEN CHRISTIANSEN		
	01-0000-290-1200-1000-4310-0000-0				94.17
	01-0000-290-1200-1000-4310-0000-0				14.87
			<b>Warrant Total</b>		<b>\$109.04</b>
634627	R114	10288	RAUL GONZALEZ		
	01-0000-400-1520-1000-4310-0000-0				28.65
			<b>Warrant Total</b>		<b>\$28.65</b>
634628	R114	2419	MICHAEL D HINTON		
	01-0000-400-1520-1000-4310-0000-0				56.15
			<b>Warrant Total</b>		<b>\$56.15</b>
634629	R114	1444	RANDY KIT DURBIN		
	01-0000-490-1370-1000-4310-0000-0				144.44
			<b>Warrant Total</b>		<b>\$144.44</b>
634630	RI14	2059	MARGARET GONZALEZ		
	01-0000-460-1200-1000-4310-0000-0				25.00
			<b>Warrant Total</b>		<b>\$25.00</b>
634631	R114	559	ROBERT W. BOOTH		
	01-0605-400-1300-2700-5200-7240-0				639.58
			<b>Warrant Total</b>		<b>\$639.58</b>

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634632	R115	899500	U.S. BANK		
		01-0000-260-0000-7110-4300-5600-0		WILSON	271.35
		01-0000-260-0000-7110-4300-5600-0		WILSON	335.76
		01-0000-260-0000-7110-5200-5670-0		WILSON	674.55
		01-0000-260-0000-7150-5925-6110-0		WILSON	30.00
		01-0000-260-0000-7110-5200-6900-0		WILSON	172.05
		01-0000-560-1200-2700-4300-0000-0		CARRASCO	553.90
		01-0000-490-1300-1000-4310-0000-0		SISIL	1,252.63
		01-0000-490-1300-2700-5200-0000-0		LILE	2,362.20
		01-7090-390-1200-1000-5200-0000-0		RODRIGUEZ	5,837.98
		01-7091-390-1200-1000-5200-0000-0		RODRIGUEZ	1,414.38
		01-7230-280-0000-3600-5200-0000-0		NEWTON	89.27
		01-7230-280-0000-3600-4300-6940-0		NEWTON	69.53
		01-7230-280-0000-3600-4300-6940-0		NEWTON	-51.18
		01-0000-440-1200-2700-5200-0000-0		MCPHERSON	412.02
		01-0000-260-0000-7200-5200-6000-0		R.CHAVEZ	728.50
		01-0000-260-0000-7200-4300-6000-0		R.CHAVEZ	188.79
		01-0000-260-1110-2130-4300-6220-0		GROSSNICKLAUS	206.00
		01-0000-260-0000-7700-4385-5050-0		BUSTOS	244.07
		01-0000-260-0000-7400-5800-5260-0		BUSTOS	150.00
		01-0000-420-1200-2700-4300-0000-0		A.CHAVEZ	1,079.86
		01-0000-420-1200-1000-4310-0000-0		A.CHAVEZ	316.82
		01-3010-600-1200-1000-5200-4250-4		BAKER	4,993.82
		01-3010-600-1200-2700-5200-4250-4		BAKER	800.85
		13-5310-260-0000-3700-4300-0000-0		S.PEREZ	75.49
		01-0045-490-1315-4200-4300-0000-0		BITTER	190.57
		01-0000-260-0000-7400-4300-5260-0		PEREA	124.24
		01-0000-260-0000-7400-5870-5260-0		PEREA	150.00
		01-0000-670-1200-2700-5200-0000-0		JERONIMO	598.78
		01-9170-670-1200-1000-4310-7260-0		JERONIMO	34.55
		01-0000-450-0000-8200-4300-0000-0		VANDENBERG	106.92
		01-0000-450-0000-8200-4300-0000-0		MANGANAAN	21.73
		01-0000-450-0000-8220-5800-0000-0		MANGANAAN	5,000.00
		01-0000-260-0000-7400-5200-5250-0		GREEN	232.83
		01-0000-260-0000-7400-5930-5250-0		GREEN	30.00
				<b>Warrant Total</b>	<b>\$28,698.26</b>
634633	R115	000456	Smith, Cheryl		
		01-0610-260-1300-1000-4100-6260-0			82.00
				<b>Warrant Total</b>	<b>\$82.00</b>
634634	R115	000454	Silva, Felicia		
		01-0610-260-1300-0000-8699-6260-0			94.00
				<b>Warrant Total</b>	<b>\$94.00</b>
634635	R116	4576	KIMBERLY RUSSELL		
		13-5310-260-0000-3700-5230-0000-0			18.99
				<b>Warrant Total</b>	<b>\$18.99</b>

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634636	R116	4415	ARLENE SAUCEDA		
			13-5310-260-0000-3700-5230-0000-0		204.93
				<b>Warrant Total</b>	<b>\$204.93</b>
634637	R116	5264	BLANCA ESTELLA ULTRERAS		
			13-5310-260-0000-3700-5230-0000-0		27.12
				<b>Warrant Total</b>	<b>\$27.12</b>
634638	R117	920053	Advance Pierre Foods		
140340			13-5310-000-0000-0000-9320-0000-0		2,003.74
				<b>Warrant Total</b>	<b>\$2,003.74</b>
634639	R117	091377	Bernie's Electric		
141265			13-5310-260-0000-8110-5640-0000-0		1,646.37
				<b>Warrant Total</b>	<b>\$1,646.37</b>
634640	R117	090732	Cargill, Inc		
140342			13-5310-000-0000-0000-9320-0000-0		4,614.10
				<b>Warrant Total</b>	<b>\$4,614.10</b>
634641	R117	090670	Case Parts Company		
140345			13-5310-260-0000-8110-5640-9260-0		132.55
				<b>Warrant Total</b>	<b>\$132.55</b>
634642	R117	090725	Central CA School Nutrition Association		
141266			13-5310-260-0000-3700-5200-0000-0		35.00
				<b>Warrant Total</b>	<b>\$35.00</b>
634643	R117	920260	D.J. CO-OP		
140390			13-5310-260-0000-3700-5800-0000-0		2,912.60
				<b>Warrant Total</b>	<b>\$2,912.60</b>
634644	R117	925560	DANIELSEN CO.		
140358			13-5310-000-0000-0000-9320-0000-0		88,252.48
				<b>Warrant Total</b>	<b>\$88,252.48</b>
634645	R117	090222	Diamond Locksmiths		
141267			13-5310-600-0000-8110-5640-0000-0		11.34
				<b>Warrant Total</b>	<b>\$11.34</b>
634646	R117	053414	EARTH GRAINS		
140360			13-5310-260-0000-3700-4705-0000-0		7,629.03
				<b>Warrant Total</b>	<b>\$7,629.03</b>
634647	R117	090655	FRESNO ROOFING CO., INC.		
140391			13-5310-260-0000-8110-5640-0000-0		6,600.00
				<b>Warrant Total</b>	<b>\$6,600.00</b>
634648	R117	977640	FOCUS PACKAGING		
140361			13-5310-000-0000-0000-9320-0000-0		6,896.76
				<b>Warrant Total</b>	<b>\$6,896.76</b>



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PO #	Account #				
634649	R117	024752	GENERAL BUILDERS SUPPLY CO.		
140363	13-5310-390-0000-8110-5640-0000-0				3.72
140363	13-5310-400-0000-8110-5640-0000-0				18.10
140363	13-5310-490-0000-8110-5640-0000-0				108.98
140363	13-5310-560-0000-8110-5640-0000-0				3.73
140363	13-5310-600-0000-8110-5640-0000-0				40.19
140363	13-5310-260-0000-8110-5640-0000-0				59.08
140363	13-5310-260-0000-8110-5640-9260-0				86.47
			<b>Warrant Total</b>		<b>\$320.27</b>
634650	R117	938860	GOLD STAR FOODS		
140364	13-5310-000-0000-0000-9320-0000-0				38,871.90
			<b>Warrant Total</b>		<b>\$38,871.90</b>
634651	R117	091893	Heartland Payment Systems, Inc.		
141268	13-5310-260-0000-3700-5800-0000-0				405.00
			<b>Warrant Total</b>		<b>\$405.00</b>
634652	R117	969830	Integrated Food Service		
140943	13-5310-000-0000-0000-9320-0000-0				1,858.08
			<b>Warrant Total</b>		<b>\$1,858.08</b>
634653	R117	958660	JACKSON HIRSH INC		
141269	13-5310-260-0000-3700-4300-0000-0				1,014.70
			<b>Warrant Total</b>		<b>\$1,014.70</b>
634654	R117	091757	La Tapatia Tortilla		
140366	13-5310-000-0000-0000-9320-0000-0				477.36
			<b>Warrant Total</b>		<b>\$477.36</b>
634655	R117	037570	MADERA PRODUCE		
140384	13-5370-260-0000-3700-4704-0000-0				15,053.50
140384	13-5310-260-0203-3700-4700-0000-0				208.21
140384	13-5310-260-0000-3700-4704-0000-0				105,725.30
			<b>Warrant Total</b>		<b>\$120,987.01</b>
634656	R117	037668	MADERA RADIO DISPATCH		
140367	13-5310-260-0000-3700-5650-0000-0				142.00
			<b>Warrant Total</b>		<b>\$142.00</b>
634657	R117	893720	Mission Linen Supply		
140386	13-5310-260-0000-3700-5650-0000-0				945.00
			<b>Warrant Total</b>		<b>\$945.00</b>
634658	R117	042629	J W MYERS, INC		
140368	13-5310-260-0000-8110-5640-0000-0				65.76
			<b>Warrant Total</b>		<b>\$65.76</b>
634659	R117	044898	OFFICE DEPOT BUSINESS		
140369	13-5310-260-0000-3700-4300-0000-0				1,139.26
140369	13-5310-260-0000-3700-4400-0000-0				2,047.55
			<b>Warrant Total</b>		<b>\$3,186.81</b>

Report Date: 09/11/2013

**Commercial Warrant Listing**  
**For Warrants Dated 09/11/2013 to 09/11/2013**

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
634660	R117	092186	Pepsi Cola		
141271	13-5310-260-0202-3700-4700-0000-0				7,680.80
141271	13-5310-000-0000-0000-9320-0000-0				2,894.40
			<b>Warrant Total</b>		<b>\$10,575.20</b>
634661	R117	902080	The Platinum Packaging Group		
140374	13-5310-000-0000-0000-9320-0000-0				14,492.28
			<b>Warrant Total</b>		<b>\$14,492.28</b>
634662	R117	049233	PRODUCER'S DAIRY		
140385	13-5310-260-0000-3700-4702-0000-0				39.83
140385	13-5310-260-0000-3700-4701-0000-0				18,340.58
			<b>Warrant Total</b>		<b>\$18,380.41</b>
634663	R117	890963	REFRIGERATION SUPPLY DISTRIBUTOR		
140376	13-5310-260-0000-8110-5640-0000-0				436.86
140376	13-5310-260-0000-8110-5640-9260-0				244.34
140376	13-5310-400-0000-8110-5640-0000-0				217.73
			<b>Warrant Total</b>		<b>\$898.93</b>
634664	R117	053990	SAVE MART OF MODESTO		
140377	13-5310-260-0000-3700-4701-0000-0				31.89
140377	13-5310-260-0000-3700-4700-0000-0				21.33
140377	13-5310-260-0000-3700-4706-0000-0				5.98
			<b>Warrant Total</b>		<b>\$59.20</b>
634665	R117	983190	SCHOOL LUNCH PRODUCTS		
140378	13-5310-000-0000-0000-9320-0000-0				88,893.96
			<b>Warrant Total</b>		<b>\$88,893.96</b>
634666	R117	090131	Sparkletts/Alhambra Waters		
140379	13-5310-260-0000-8200-5530-0000-0				33.36
			<b>Warrant Total</b>		<b>\$33.36</b>
634667	R117	945270	SYSCO FOODSERVICES OF MODESTO		
140380	13-5310-000-0000-0000-9320-0000-0				122,282.82
			<b>Warrant Total</b>		<b>\$122,282.82</b>
634668	R117	059888	TALKINGTON AIR COND.		
140383	13-5310-400-0000-8110-5640-0000-0				80.00
140383	13-5310-390-0000-8110-5640-0000-0				50.20
140383	13-5310-560-0000-8110-5640-0000-0				120.00
140383	13-5310-490-0000-8110-5640-0000-0				130.00
140383	13-5310-600-0000-8110-5640-0000-0				80.00
140383	13-5310-260-0000-8110-5640-9260-0				1,143.00
140383	13-5310-260-0000-8110-5640-0000-0				428.00
			<b>Warrant Total</b>		<b>\$2,031.20</b>
634669	R117	977780	Trimark Economy Restaurant Fixtures		
141270	13-5310-260-0000-3700-4400-0000-0				6,281.28
			<b>Warrant Total</b>		<b>\$6,281.28</b>

## Commercial Warrant Listing

For Warrants Dated 09/11/2013 to 09/11/2013

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
634670	R117	923970	TYSON FOODS, INC		
140388	13-5310-000-0000-0000-9320-0000-0				6,727.20
				<b>Warrant Total</b>	<b>\$6,727.20</b>
634671	R117	994970	UNISOURCE MAINT SUPPLY SYSTEMS		
140381	13-5310-000-0000-0000-9320-0000-0				3,366.23
				<b>Warrant Total</b>	<b>\$3,366.23</b>
634672	R118	000458	Lamaack, Linda		
	01-0610-260-1300-1000-4100-6260-0				150.00
				<b>Warrant Total</b>	<b>\$150.00</b>
634673	R118	000457	Ramos, Elisa		
	01-0610-260-1300-1000-4100-6260-0				68.00
				<b>Warrant Total</b>	<b>\$68.00</b>
634674	R119	090230-1	LOWE'S		
140073	01-8150-450-0000-8110-4300-0000-0				10.31
140073	01-8150-450-0000-8110-4300-0000-0				40.35
140073	01-8150-450-0000-8110-4300-0000-0				131.85
140073	01-8150-450-0000-8110-4300-0000-0				148.91
140073	01-8150-450-0000-8110-4300-0000-0				340.56
140073	01-8150-450-0000-8110-4300-0000-0				-149.34
140073	01-8150-450-0000-8110-4300-0000-0				34.04
140073	01-8150-450-0000-8110-4300-0000-0				98.58
140073	01-8150-450-0000-8110-4300-0000-0				15.40
140073	01-8150-450-0000-8110-4300-0000-0				420.82
140073	01-8150-450-0000-8110-4300-0000-0				251.50
140073	01-8150-450-0000-8110-4300-0000-0				15.12
140073	01-8150-450-0000-8110-4300-0000-0				64.13
140073	01-8150-450-0000-8110-4300-0000-0				19.69
140073	01-8150-450-0000-8110-4300-0000-0				45.03
140032	01-0000-670-0000-8210-4300-0000-0				43.01
140032	01-0000-670-0000-8210-4300-0000-0				121.98
140032	01-0000-670-0000-8210-4300-0000-0				1.62
				<b>Warrant Total</b>	<b>\$1,653.56</b>
634675	R119	965270	MADERA WELDING & MANUFACTURING		
141186	14-0010-520-0000-8110-6400-0000-0				5,508.00
				<b>Warrant Total</b>	<b>\$5,508.00</b>
634676	R119	990810	PACIFIC METAL FAB		
140206	01-8150-450-0000-8110-5800-0000-0				140.40
				<b>Warrant Total</b>	<b>\$140.40</b>
634677	R119	935280	PARADIGM HEALTHCARE SERVICES		
141249	01-5640-260-0000-3140-5800-0000-3				2,774.53
				<b>Warrant Total</b>	<b>\$2,774.53</b>
				<b>District Totals</b>	<b>191 Warrants for \$1,006,027.90</b>

**Commercial Warrant Listing**  
**For Warrants Dated 09/11/2013 to 09/11/2013**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
<b>Fund Totals</b>					<b>Amount</b>
				01 - General Fund	\$431,224.82
				11 - Adult Education	\$128.88
				12 - Child Development	\$754.17
				13 - Cafeteria	\$566,614.43
				14 - Deferred Maintenance	\$5,964.20
				25 - Capital Fac/Developer Fees	\$1,341.40
				<b>Total</b>	<b>\$1,006,027.90</b>

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

BOARD DATE: 9/24/2013

R: 108

R:

R:

**TOTALS BY FUNDS:**

248

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

<u>83630</u>	<u>26 PRISON MITIGATION</u>	-	-	\$	-
<u>83620</u>	<u>30 STATE SCHOOL BLDG.</u>	-	-		
	<u>LEASE PURCHASE</u>	-	-	\$	-
<u>83600</u>	<u>31 REFURBISHMENT</u>	-	-	\$	-
<u>83670</u>	<u>32 ROOF REPLACEMENT</u>	-	-	\$	-
<u>83730</u>	<u>35 SCHOOL FACILITIES</u>	-	-	\$	-
<u>83610</u>	<u>40 SPECIAL RESERVE</u>	-	-	\$	-
<u>83660</u>	<u>41 BUILDING FUND</u>	-	-	\$	-
<u>83690</u>	<u>42 AG FARM BLDG. FUND</u>	-	-	\$	-
<u>83650</u>	<u>43 C.O.P. PROCEEDS</u>	-	-	\$	-
	<u>SPECIAL RESERVE</u>	-	-	\$	-
<u>83710</u>	<u>49 REDEVELOPMENT</u>	-	-	\$	-
	<u>SPECIAL RESERVE</u>	-	-	\$	-
<u>88510</u>	<u>53 STATE SCHOOL LOAN</u>	-	-	\$	-
	<u>REPAY</u>	-	-	\$	-
<u>88610</u>	<u>54 LEASE PURCHASE</u>	-	-	\$	-
<u>83640</u>	<u>56 C.O.P. DEBT SERVICE</u>	-	-	\$	-
<u>83580</u>	<u>67 INSURANCE RESERVE</u>	-	-	\$	-
<u>83570</u>	<u>73 TRUST FUND</u>	-	-	\$	-
<u>83520</u>	<u>74 ATHLETIC FUND</u>	-	-	\$	-
<b>GRAND TOTAL:</b>				<b>\$</b>	<b>476.95</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: Linda K Wall (ACCOUNTS PAYABLE)

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

AUDITED BY:

DATE:

\_\_\_\_\_  
WARRANT NUMBERS

FROM:

TO:

Report Date: 09/12/2013

## Commercial Warrant Listing

For Warrants Dated 09/12/2013 to 09/12/2013

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
634785	R108	913520-2	HOME DEPOT CREDIT SERVICES		
140072	01-8150-450-0000-8110-4300-0000-0				59.21
140072	01-8150-450-0000-8110-4300-0000-0				173.15
140072	01-8150-450-0000-8110-4300-0000-0				98.57
140072	01-8150-450-0000-8110-4300-0000-0				140.33
140072	01-8150-450-0000-8110-4300-0000-0		FOR 11/6/12		-136.25
140072	01-8150-450-0000-8110-4300-0000-0		FOR 01/3/13		-104.17
140072	01-8150-450-0000-8110-5620-0000-0		FOR 01/3/13		-6.94
140072	01-8150-450-0000-8110-5620-0000-0		FOR 11/6/12		-9.08
140072	01-8150-450-0000-8110-5620-0000-0				9.36
140072	01-8150-450-0000-8110-5620-0000-0				6.57
140072	01-8150-450-0000-8110-5620-0000-0				11.54
140072	01-8150-450-0000-8110-5620-0000-0				3.95
Warrant Total					\$246.24
634786	R108	976150-3	HOME DEPOT CREDIT SERVICES		
140064	01-0000-570-0000-8210-4300-0000-0				56.93
140064	01-0000-570-0000-8210-4300-0000-0				129.84
140030	01-0000-470-0000-8210-4300-0000-0				21.91
140030	01-0000-470-0000-8210-4300-0000-0				22.03
Warrant Total					\$230.71
District Totals			2 Warrants for		\$476.95

Fund Totals	Amount
01 - General Fund	\$476.95
<b>Total</b>	<b>\$476.95</b>