

MADERA UNIFIED SCHOOL DISTRICT
Madera: Unified For Student Success

Board of Trustees Meeting AGENDA

Regular Meeting

Tuesday, October 28, 2014

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. **Pupil Personnel Matters**
 1. Student Hearings/Expulsions (Education Code 35146, 48900, 48918)
 - B. **Personnel**
 1. Public Employee Discipline/Dismissal/Release/Reassignment/Resignation (Government Code Section 54957, 54957.1)
 2. Public Employee Appointment/Employment—Staffing List (Government Code Section 54957)
 - C. **Conference With Labor Negotiator**; District Representative: Kent Albertson; Employee Organizations: MUTA, CSEA (Government Code section 54957.6)
 - D. **Conference with Legal Counsel – Existing Litigations**: (Government Code section 54956.9(a)) Name of cases:
Daren Miller vs. Madera USD, Case No. MCV055774
Steve Wisener vs. Madera USD, Case No. MCV068066
Crystalle Martinez vs. Madera USD
Raymond Kaitangian vs. Madera USD
Pedro Martinez vs. Madera USD
Jacinta Martinez vs. Madera USD
Anticipated Litigation; Significant exposure to litigation pursuant to Government Code section 54956.9(b): 1 case

Audio File No. 9-2014/15

- E. **Superintendent's Evaluation**
- F. **Adjournment of Closed Session**

7:00 PM – Public Meeting Begins
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2. Reconvene Public Session

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

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

5. Adoption of Agenda

Action to add or delete items from any portion of the agenda or to discuss any consent agenda items must be taken prior to adoption of the agenda (Board Bylaw 9323.2).

6. Student Board Representative Report

Madera High: Justin Toney
Madera South High: Mayeli Alvarado

7. Communications

A. Student and Staff Recognition

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. Information and Reports

A. Educational Services

- Madera South High School Murals

B. Fiscal Services

- School Site Budget Comparison

C. Performance Management and Internal Communication

- LCFF Update on Identification of Low Income Students

D. Superintendent's Time

9. Consent Agenda

Items listed under the consent agenda are considered to be routine and are acted on by the Board of Trustees in one motion. There is no discussion of these items prior to the Board vote unless a member of the Board or staff requests specific items be considered and discussed separately and/or removed from the Consent Agenda prior to the adoption of the Agenda. It is understood that the Administration

recommends approval on all consent items. Each item on the consent agenda approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

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

1. Request Approval of Regular Board Meeting Minutes of October 14, 2014
[Regular Board Meeting Minutes of October 14, 2014](#)12
2. Request Adoption of Resolution No.19-2014/2015:August 31, 2014 Budget and Expense Transfer Reports
[Agenda Item Cover](#)27
[Resolution No.19-2014/2015: August 31, 2014 Budget and Expense Transfer Reports](#)28
3. Request Approval of Valenzuela/CAHSEE Lawsuit Settlement Quarterly Report on Williams Uniform Complaints for July through September 2014.
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[Williams Quarterly Report \(3rd Qtr\)](#)35
4. Request approval of Memorandum of Understanding between California School Employees Association and the Madera Unified School District regarding salary range placement for various positions.
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5. Request Approval of agreement between Madera Unified School District and Troxell to purchase 126 Aver TabchargeCT2 Charge-only carts utilizing Contract Number NCPA #01-06.
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6. Request Approval to apply for the Agricultural Career Technical Education Incentive Grant Application for Specialized Grant Funding to be completed between July 1, 2014 - June 30, 2015.
[Agenda Cover Sheet](#)40
[Ag career app](#)41
7. Request Approval of Master Contract Service Agreement between Madera Unified School District and Creative Alternatives, Inc./Grace Bishop School for a nonpublic placement for 2014-2015 school year.
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[Master Contract](#)47
8. The Governing Board is requested to adopt the findings, conclusions and recommendations related to the possible expulsion or readmission of pupils as these are presented to the board in one or more of the following forms of documentation:
 - Report(s) of Administrative hearing Panel(s)
 - Expulsion Status Review Report(s) by the Superintendent's Designee
 - Stipulated Expulsion Agreement(s)

The Governing Board is also requested to issue orders consistent with the above referenced findings, conclusions and recommendations related to the possible expulsion or readmission of pupils in the cases of the following students, herein identified by their district-assigned identification numbers: 301508, 1002148, 403953, 503114, 401110, 8489, B-2014/15, 202744, 303571, 301394, 20317, 200119, 16543, 1001654, 15790, 601288, 200264, 202799, 401572, 303702, 2259, 202824, 201882, 302541, 301530, 200550, 602854, 1004857, 1010372, 17228 and 203118.

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9. Request Approval of August 31, 2014 Student Body Statement of Club Trust Accounts

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[August 31, 2014 Student Body Statement of Club Trust Accounts](#)84

10. Request Approval of September 2014 Payroll Payment Order

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11. Request Approval of August 31, 2014 Financial Report

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[August 31, 2014 Financial Report](#)110

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2. Request Approval of Job Description for Gang Prevention Officer

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[JD-Gang Prevention Officer](#)120

3. Request Approval of Job Description for Construction Project Coordinator

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[JD-Construction Project Coordinator](#)125

4. Request approval of Memorandum of Understanding between Madera Unified School District, Lead Agency for the BTSA Induction Consortium, and Central Valley Opportunity Center (CVOC).

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[CVOC MOU](#)129

C. Field Trip/Employee Conference Requests

1. Employee Conference Requests- 10/28/14

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10. Old Business

- A. Request Approval for Second Reading of revised Board Policies, Administrative Regulations-Fiscal Services

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11. New Business

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12. Announcements

13. Miscellaneous

- A. Board Member Committee and Information Reports

14. Advanced Planning

Next Regular Board Meeting

Tuesday, November 18, 2014 at 7:00 p.m.

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

15. Suggested Future Agenda Items

16. Adjournment

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

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 14th DAY OF OCTOBER, 2014**

The Board of Education of the Madera Unified School District convened in a **Regular Board Meeting** in the Madera Unified School District Boardroom, 1902 Howard Road, Madera, California on **Tuesday, September 23, 2014**, at 5:30 p.m.

ROLL CALL

Jose Rodriguez, Acting President
Robert E. Garibay, Acting Clerk

Lynn Cogdill, Trustee
Ray G. Seibert, Trustee
Maria Velarde-Garcia, Trustee

ABSENT

Michael Salvador, President
Ricardo Arredondo, Trustee

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

Tomas Galvan, Lead Information System Specialist
Rosa Baca, Interpreter

Steven Alexander, Director of Technology
Rosalind Cox, Director of Facilities, Planning & Construction Management
Susan Harautuneian, Director of Purchasing
Marty Bitter, Director of District Athletics
Alma De Luna, Director of English Learners
Janet Grossnicklaus, Director of Curriculum, Instruction and Assessment
Dr. Rebecca Malmo, Director of Instructional Technology
Dr. Michael Mueller, Director of Student Services
Dr. Laura Tanner-McBrien, Director, Special Services
Dr. Marcheta Williams, Director of Visual and Performing Arts

Kimberly Bitter, Principal, James Monroe School
Lisa Fernandez, Principal, James Madison School
Carsten Christiansen, Principal, Berenda Elementary
Linda Monreal, Principal, Lincoln Elementary

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

There were approximately 65 visitors/District employees in attendance.

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 14th DAY OF OCTOBER, 2014**

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

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

Debra Garabedian, Fresno, thanked staff for removing a Human Resources item from the agenda.

Michelle Alexander, Madera, addressed the layoff of Darcy Nainoa, football coach.

David Holder, Madera, addressed the positive interactions between MUTA and MUSD bargaining team.

Seeing no others come forward Acting President Rodriguez closed public comment.

2. Reconvene Public Session/Call to Order Regular Meeting

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

Acting President Rodriguez adjourned the Closed Session at 7:00 p.m. Acting President Rodriguez reconvened the Regular Meeting by calling the Public Session to order at 7:05 p.m. Acting President Rodriguez asked Ms. Wilson to call the Roll of Trustees. Acting President Rodriguez welcomed the visitors and asked Trustee Velarde-Garcia to led the flag salute. Acting President Rodriguez asked Pastor Randy Brannon of Grace Community Church. Acting President Rodriguez explained the rules governing the Board meeting. The meeting was recorded on Audio File No. 8-2014/15.

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

Superintendent González announced during Closed Session the Board took action to approve the Settlement Agreement and General Release of All Claims between the Madera Unified School District and employee Victoria Zamora

The vote result was as follows:

Yes – 5

Noes – 0

Abstained: - 0

Absent – 2

**MOTION NO. 52-2014/15
DOCUMENT NO. 106-2014/15**

5. Adoption of Agenda – Motion No. 53-2014/15

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

Superintendent González requested the following changes to the agenda:

Item No. 9B1 – Staffing List, page number 59. We have added items No. 5 through 9 to the Classified New Positions. We have also added a name to the Classified Employment under “OTHER.” A copy of the revised document has been provided to you tonight.

Item No. 9B5 – on page 73, has been removed from today’s Board Agenda.

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 14th DAY OF OCTOBER, 2014**

It was moved by Trustee Garibay, seconded by Trustee Cogdill, and carried by majority to approve the Consent Agenda with the modifications mentioned above.

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

6. Student Board Representative Report

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

Public Hearing of the Madera Unified School District Initial Negotiation Proposal for the 2014-2015 School Year with the Certificated Management Bargaining Association (CMBA).

Acting President Rodriguez opened the Public Hearing of the Madera Unified School District Initial Negotiation Proposal at 7: 22 p.m. Seeing no one come forward Acting President Rodriguez closed the Public Hearing at 7:22p.m.

7. Communications

A. Student and Staff Recognition

- James Madison Volunteers Recognition
Superintendent González introduced Chief Academic Officer, Elizabeth Runyon who in turn introduced James Madison Principal, Lisa Fernandez. Ms. Fernandez recognized Madera High School Associated Student Body and Mr. and Mrs. Christiansen for their dedication and hard work on the school library. Nicholas Rodriguez and Mr. and Mrs. Christiansen received a certificate of recognition.
- Presentation of a check to Madera Unified School District from JBT Food
Superintendent González introduced Pat Gordon, representative for JBT Food. Mr. Gordon presented Madera Unified School District a check in the amount of \$9,000. The donation is the result of the Madera Education Golf Tournament fundraising held in September.
- Monroe Museum California History students
Superintendent González introduced Elizabeth Runyon, Chief Academic Officer who introduced Kimberly Bitter, Principal of James Monroe School. Ms. Runyon introduced Mr. Ed Gwartney, retired teacher that administers the James Monroe Children's Museum. Mr. Gwartney introduced his students who gave a presentation titled "California History in 5 minutes."
- Stallion Art Exhibit
Superintendent González introduced Dr. Marcheta Williams, Director of Visual and Performing Arts who introduced Sheila Kinkade, Madera South High School Art teacher. Two MSHS Art class students addressed the Board with information on the Art Exhibit at MSHS.

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 14th DAY OF OCTOBER, 2014**

B. Public Hearing

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

Gloria Brown, Madera, NAACP Madera chapter, introduced Michelle Alexander addressed the Board requesting Darcy Nainoa be reinstated to his coaching duties at MSHS.

The following visitors spoke on behalf of Darcy Nainoa:

Janie Gamboa, Madera

Katherine Nainoa, Madera

Darcy Nainoa, Madera

Danna Petty, Madera

Claudia Hunter

Carlise Laurent, Fresno

Brenda Mora

Gabriel Ayala, Madera

Cece Gallegos, Madera

Robert Jenkins, Madera

Female (inaudible)

Gloria Brown

Chuck Genseal, Madera, addressed Measure G donation and conflict with MUSD employees work hours.

Acting President Rodriguez announced that due to the time limitation on Public Hearing, the Board is willing to resume Public Comment after the Board reviews the items listed on the agenda to allow members from the public to address the Board.

Acting President Rodriguez closed Public Hearing.

8. Information and Reports

A. Support Services

- General Obligation Bond Refinancing - Series 2005, 2006, and 2007
Assistant Superintendent Sandon Schwartz introduced Rex Despain, representative of Isom Advisors. Mr. Despain gave a presentation titled "District GO Refunding Analysis" and answered questions from the Board. Sandon Schwartz stated that a resolution will be presented to the Board at the October 28 Board meeting.

B. Educational Services

- ROTC Program Update
Superintendent González introduced Dr. Michael Mueller, Director of Student Services who gave a presentation titled "Reserve Officer's Training Corps (ROTC) and answered questions from the Board. The Board requested staff bring more information on similar programs in the Navy and Air Force.

C. Superintendent's Time

- Skills Initiative Report

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 14th DAY OF OCTOBER, 2014**

Superintendent González presented the Board a report on his recent trip to Germany to observe the Skills Initiative. Superintendent González gave a presentation titled "The Skills Initiative." Superintendent González answered questions from the Board.

9. Approval of Consent Agenda – Motion No. 54-2014/15

Document Numbers 107-2014/15 through 118-2014/15

Resolution No. 17– 2014/15 and No. 18-2014/15

Staffing Changes, Exhibit B

Field Trips/Conference Requests, Exhibit C

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

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

Ayes: Trustees Cogdill, Seibert, Velarde-Garcia, Acting Clerk Garibay, and Acting President Rodriguez.

Noes: None

Absent: President Salvador and Trustee Arredondo

Abstained: None

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

1. Approval of Regular Board Meeting Minutes of September 23, 2014.
2. Adoption of Resolution No. 17-2014/2015: July 31, 2014 authorizing the submittal of an application to the San Joaquin Valley Air Pollution Control District for grant funding for three CNG vehicles.

Ayes: Trustees Cogdill, Seibert, Velarde-Garcia, Acting Clerk Garibay, and Acting President Rodriguez.

Noes: None

Absent: President Salvador and Trustee Arredondo

Abstained: None

RESOLUTION NO. 17-2014/15

3. Adoption of Resolution No. 18-2014/2015 Notice of Action on Claim of William Gutierrez, a Minor, by and through Alisa Gutierrez c/o SAWL Law Group.

Ayes: Trustees Cogdill, Seibert, Velarde-Garcia, Acting Clerk Garibay, and Acting President Rodriguez.

Noes: None

Absent: President Salvador and Trustee Arredondo

Abstained: None

RESOLUTION NO. 18-2014/15

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 14th DAY OF OCTOBER, 2014**

4. Ratification of Miscellaneous Donations
DOCUMENT NO. 107-2014/15
5. Approval to award BID No. 061014 - Solid Waste and Recycling Services
DOCUMENT NO. 108-2014/15
6. Approval of Agreement between Madera Unified School District (District) and Contraband Interdiction & Detection Services, Inc. (K.I.D.S) to provide contraband detection K-9 services for Middle and High Schools for the period of August 1, 2014 through June 30, 2015
DOCUMENT NO. 109-2014/15
7. Approval of agreement between Madera Unified School District and Troxell to purchase 4,866 Chrome books utilizing Contract Number NCPA 10-06.
DOCUMENT NO. 110-2014/15
8. Approval to adopt the findings, conclusions and recommendations related to the possible expulsion or readmission of pupils as these are presented to the board in one or more of the following forms of documentation:
 - Report(s) of Administrative hearing Panel(s)
 - Expulsion Status Review Report(s) by the Superintendent's Designee
 - Stipulated Expulsion Agreement(s)

The Governing Board is also requested to issue orders consistent with the above referenced findings, conclusions and recommendations related to the possible expulsion or readmission of pupils in the cases of the following students, herein identified by their district-assigned identification numbers: E-2012/13, 302057, 301487, 1002148, 302025, 603143, 402364, 7166, 502653, 602114, 1005242, 19938, 202874, 200807, 302771, 16131, 200993, 1005946, 502515, 202951, 501768, 200874, 16543, 1005635, 402194, 7631, 6952, 1001503, 14665, 1001579, 5989, 2466, 7579, 15483, 301812, 7170, 16544, 17497, 5160, 997010, 7430, 201595, 16227, 1010372, 201811, 16793, 12558, 14987, and 1731.

CONFIDENTIAL DOCUMENT NO. 111-2014/15
9. Approval of 2013-14 Unaudited Actuals Report for Authorized Charter Schools
DOCUMENT NO. 112-2014/15

9B. Human Resources Items

1. Approval of Staffing List 10-14-14.
DOCUMENT NO. 113-2014/15
2. Approval of Job Description for Classroom Aide-Preschool (CAL SAFE Program)
DOCUMENT NO. 114-2014/15
3. Approval of Job Description for Preschool Paraprofessional Aide
DOCUMENT NO. 115-2014/15
4. Approval of Job Description for Family Liaison

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 14th DAY OF OCTOBER, 2014**

DOCUMENT NO. 116-2014/15

5. Approval of Memorandum of Understanding between California School Employees Association and the Madera Unified School District regarding modification to High School Library Media Tech contract days.

PULLED

6. Approval of revised Certificated Management Salary Schedule.

DOCUMENT NO. 117-2014/15

9C. Field Trip/Employee Conference Requests

1. Approval of Field Trips 10-14-14.

DOCUMENT NO. 118-2014/15

10. New Business

- A. Approval of Consultant Services Agreement between Madera Unified School District and Educational Resource Consultants (ERC) for grant writing and evaluation services for the remainder of the 2014-2015 school year.

Superintendent González introduced Chief Academic Officer, Elizabeth Runyon. Ms. Runyon gave a presentation titled "Educational Resource Consultants ERC." Ms. Runyon answered questions from the Board. A contract with ERC will be developed and presented to the Board for approval at a future Board meeting.

Acting President Rodriguez opened the item for public comment.

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

It was moved by Trustee Seibert, seconded by Trustee Garibay, and carried by majority to approve the Consultant Services Agreement between Madera Unified School District and Educational Resource Consultants (ERC) for grant writing and evaluation services for the remainder of the 2014-2015 school year.

Ayes: Trustees Cogdill, Seibert, Velarde-Garcia, Acting Clerk Garibay, and Acting President Rodriguez.

Noes: None

Absent: President Salvador and Trustee Arredondo

Abstained: None

MOTION NO. 55-2014/15
DOCUMENT NO. 119-2014/15

- B. Approval of Commercial Warrant Listing

Superintendent González requested approval of this item.

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

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

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 14th DAY OF OCTOBER, 2014**

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

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

**MOTION NO. 56-2014/15
DOCUMENT NO. 120-2014/15**

Acting President Rodriguez reopened the floor to public comment on any item not listed on the Agenda.

Ashley Berry, Madera, addressed the Board on behalf of Darcy Nainoa.

Sarah Nainoa, Madera, addressed the Board on behalf of Darcy Nainoa.

Raija, Fresno, addressed the Board on behalf of Darcy Nainoa.

Seeing no others, Acting President Rodriguez closed Public Hearing.

11. Announcements

Acting President Rodriguez made the following announcements:

The DELAC meeting scheduled for this Thursday, October 16th has been rescheduled for next Thursday, October 23rd at the MUSD Workshop. Trustees Arredondo, Velarde-Garcia and Cogdill are members of this committee. All Board members have received a copy of the agenda for this meeting.

Superintendent González announced that the first of three series of community meetings on the new high school took place yesterday. There will be two more community meetings on October 20 at Sierra Vista School, and on October 21 at Lincoln Elementary. Superintendent González announced there will be another precinct walk for Measure G this Saturday starting at 9:30 a.m. Superintendent González announced that a communication to the Board and prospective candidates to the Board would be sent via email inviting them to experience a day in the life of a high school student. The team will be leaving Berenda school at 6:15 a.m. and travel to the high schools. Superintendent González gave an update on a Twitter in regards to MSHS.

12. Miscellaneous

A. Board Member Committee and Information Reports

Trustee Velarde-Garcia informed that a Candidate Night will be held on October 23. This will conflict with the DELAC meeting scheduled for the same evening.

Trustee Cogdill requested the Board reconvene to Closed Session to discuss the subject related to Darcy Nainoa.

13. Advanced Planning

Acting President Rodriguez made the following announcements:

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 14th DAY OF OCTOBER, 2014**

Next Regular Board Meeting

Tuesday, October 28, 2014 at 7:00 p.m.

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

14. Suggested Future Agenda Items

Trustee Velarde-Garcia requested a comparison of budget before and after LCFF. She would like the information per school site and presented in a public meeting.

Trustee Garibay requested a Board discussion on general funds going to building fund. He would like this item presented at the November Board meeting. Trustee Garibay will not be present at the October 28 Board meeting.

15. Adjournment – Motion No. 57-2014/15

Acting President Rodriguez adjourned the Public Session at 9:37 p.m. and reconvened to Closed Session at 9:40 p.m.

Acting President Rodriguez reconvened the Public Session at 10:23 p.m.

Acting President Rodriguez announced that staff will meet with Darcy Nainoa tomorrow at 10:00 a.m. to discuss terms of reemployment.

Acting President Rodriguez adjourned the Public Session at 10:26 p.m.



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

Dated: October 14, 2014

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 14th DAY OF OCTOBER, 2014**

MINUTES OF OCTOBER 14, 2014

MOTION NO. 54-2014/15 and MOTION NO. 56-2014/15

RESOLUTION NO. 17-2014/15 AND RESOLUTION NO. 18-2014/15

DOCUMENTS NO. 107-2014/15 through NO. 118-2014/15 and DOCUMENT NO. 120-2014/15

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

BUSINESS TRANSACTIONS	
APPROVAL OF COMMERCIAL WARRANTS	
BOARD DATE: October 14, 2014	
Warrants 9/26/14 through 10/8/14	
FUND	AMOUNT
01 GENERAL FUND	\$4,706,283.85
11 ADULT EDUCATION	\$1,047.98
12 CHILD DEVELOPMENT	\$6,418.78
13 CAFETERIA	\$771,362.56
14 DEFERRED MAINTENANCE	\$93,980.00
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	\$2,984.40
40 SPECIAL RESERVE	\$101,247.14
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	
74 ATHLETIC FUND	\$0.00
TOTAL ALL FUNDS	\$5,683,324.71
	PAYROLL
9/4/14, 9/15/14, 9/30/14 PAYROLL	(INCL'S PD BENEFITS)
01 GENERAL	\$11,701,128.59
11 ADULT EDUCATION	\$81,838.93
12 CHILD DEVELOPMENT	\$130,667.04
13 CAFETERIA	\$395,832.30
25 DEVELOPER FEES	\$12,203.06
35 SCHOOL FACILITIES FUND	\$484.62
74 ATHLETIC FUND	\$0.00
PAYROLL TOTAL ALL FUNDS	\$12,322,154.54
BY: Carolyn Zaragosa, Accounts Payable	
10/10/2014	
BY: Grisel Galicia, Business Admin Assistant	
10/10/2014	

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 14th DAY OF OCTOBER, 2014**

Items listed under the Consent Agenda are considered to be routine and are acted on by the Board of Trustees in one motion. There is no discussion of these items prior to the Board, staff, or the public request for specific items to be discussed and/or removed from the Consent Agenda. Each item on the Consent Agenda approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

**EXHIBIT B – CONSENT AGENDA
CERTIFICATED HUMAN RESOURCES ITEMS
MOTION NO. 54-2014/15
DOCUMENT NO. 113-2014/15**

CERTIFICATED SEPARATIONS

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Employee No. 10127			10/01/2014	Released

CERTIFICATED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Adam Mena	Teacher (Art)	MSHS	2014/2015	New Position
2. Neil Castro	Teacher (PE Specialist)	Nishimoto	2014/2015	New Position (.46)

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 14th DAY OF OCTOBER, 2014**

**EXHIBIT B – CLASSIFIED HUMAN RESOURCES ITEMS
MOTION NO. 54-2014/15
DOCUMENT NO. 113-2014/15**

CLASSIFIED SEPARATIONS

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Rosie Tovar	Secretary – Attendance	Rippperdan CDS	12/31/2014	Retirement (30 years)
2. Employee No. 10707			09/16/2014	Released
3. Employee No. 10693			09/26/2014	Released
4. Angelica Covarrubias	Classroom Aide (Preschool)	Pershing	10/07/2014	Resignation
5. Elizabeth V. Ruiz	Paraprofessional Aide	Thomas Jefferson	10/02/2014	Resignation

CLASSIFIED NEW POSITION

<u>Name</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. Classroom Aide – Preschool	Preschool	2014/2015	3.5	New Position
2. Secretary – Attendance	Rippperdan CDS	2014/2015	8.0	New Position
3. Administrative Assistant School Site	Rippperdan CDS	2014/2015	8.0	New Position
4. Payroll Accounting Specialist - Lead	District Office	2013/2014	8.0	New Position
5. Mechanic Technician	Transportation	2014/2015	8.0	New Position
6. Para –Physically Impaired (Short Term)	Special Services (Berenda)	2014/2015	6.0	New Position
7. Para –Physically Impaired	Special Services (Eastin)	2014/2015	3.5	New Position
8. Para – Special Needs Preschool	Special Services (Madison)	2014/2015	3.5	New Position
9. Para -Special Needs Preschool	Special Services (Sierra Vista)	2014/2015	6.0	New Position

CLASSIFIED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. Rosie Tovar	Secretary – Attendance	Rippperdan CDS	2014/2015	8.0	New Position
2. Theresa Brown	Payroll Accounting Specialist-Lead	District Office	11/01/2013	8.0	Reclassification
3. Pearl Romero	Library Media Tech I	Madison	2014/2015	3.5	New Position
4. Favian Cano	Library Media Tech I	Sierra Vista	2014/2015	3.5	New Position
5. Lisa Moe	CN Assistant I	Child Nutrition	2014/2015	3.0	New Position

OTHER

<u>Name</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. Accounting Tech V	District Office	11/1/2013	8.0	Elimination of one (1) position
2. Para – Special Needs	Special Services(TJ)	2014/2015	3.5	Elimination of one (1) position

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 14th DAY OF OCTOBER, 2014**

**EXHIBIT B – CLASSIFIED HUMAN RESOURCES ITEMS
MOTION NO. 54-2014/15
DOCUMENT NO. 113-2014/15**

COACHES

Last Name	First Name	Site	Sport/Level	Season	Year
Bazante	Isabel	Sierra Vista	Basketball	Fall	2014/15
Almanzar	Genevieve	E. Arcola	Basketball-Girls 5th/6th	Fall	2014/15
Anderson	Jordan	MHS	Cross Country	Fall	2014/15
Arthurs	Joshua	Chavez	Volleyball-Girls	Fall	2014/15
Cantu	Victoria	Berenda	Basketball-Girls 5th/6th	Fall	2014/15
Chevalier	Heather	Washington	Basketball-Boys 5th/6th	Fall	2014/15
Clark	Donell	Adams	Basketball-Boys 5th/6th	Fall	2014/15
Cosgrave	Danny	Howard	Basketball	Fall	2014/15
Dorado	Maria	Monroe	Volleyball-Boys 5th/6th	Fall	2014/15
Estrada	Raul	MSHS	Wrestling	Winter	2014/15
Gage	Jordan	MHS	Cheer	Fall	2014/15
Gallegos	Saul	Parkwood	Basketball-Boys 5th/6th	Fall	2014/15
Gallegos	Saul	Parkwood	Volleyball	Fall	2014/15
Gandy	Scott	E. Arcola	Basketball-Girls 7th/8th	Fall	2014/15
Gomez	Guadalupe	Madison	Basketball-5th/6th	Fall	2014/15
Grabar	David	Dixieland	Basketball-Boys 5th/6th	Fall	2014/15
Griffin	William	Madera South	Wrestling	Winter	2014/15
Hasket	Kinsley	Madison	Basketball-5th/6th	Fall	2014/15
Henkelmann	Derek	Adams	Basketball-Boys 5th/6th	Fall	2014/15
Hernandez	Jacob	Chavez	Volleyball-Boys	Fall	2014/15
Houghton	Chianta	Millview	Volleyball-Girls	Fall	2014/15
Howell	Stephanie	MHS	Cheer	Fall	2014/15
Juarez	Fito	MSHS	Wrestling	Winter	2014/15
Juarez	Javier	MSHS	Wrestling	Winter	2014/15
Lopez	Joseph	Lincoln	Wrestling	Fall	2014/15
Lopez	Al	Chavez	Wrestling	Fall	2014/15
Lozano	David	Monroe	Volleyball-Girls 5th/6th	Fall	2014/15
Manjil	Harmit	Millview	Volleyball-Boys	Fall	2014/15
Martines	Rick	MHS	Water Polo Boys	Fall	2014/15
Matousek	Jared	MHS	Volleyball Girls	Fall	2014/15
McLeiland	Anna	Washington	Basketball-Girls 5th/6th	Fall	2014/15
Mejia	Tim	MHS	Football Varsity	Fall	2014/15
Miranda	Meigan	MHS	Volleyball Girls	Fall	2014/15
Muggs	Simon	MHS	Football Freshman	Fall	2014/15
Navarro	Jose	T. Jefferson	Wrestling	Winter	2014/15
Nieves	Sandra	Monroe	Volleyball-Boys 5th/6th	Fall	2014/15

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 14th DAY OF OCTOBER, 2014**

Paolinelli	Kenny	MHS	Football Varsity	Fall	2014/15
Quaschnick	Will	Adams	Basketball-Girls 5th/6th	Fall	2014/15
Rieping	Angelica	E. Arcola	Basketball-Boys 5th/6th	Fall	2014/15
Rivera	Jesus	Desmond	Soccer-Girls	Winter	2014/15
Rodriguez	Miguel	MSHS	Wrestling	Winter	2014/15
Salinas	Daniel	E. Arcola	Basketball-Boys 7th/8th	Fall	2014/15
Sally	Elizabeth	Howard	Basketball	Fall	2014/15
Sally	Will	MHS	Football Varsity	Fall	2014/15
Sandoval	Alan	Parkwood	Basketball-Girls 5th/6th	Fall	2014/15
Smith	Allen	Lincoln	Basketball-Boys 5th/6th	Fall	2014/15
Velarde	Ernest	MHS	Cross Country	Fall	2014/15
Velarde	Vicente	MHS	Cross Country	Fall	2014/15
Woods	Mike	Dixieland	Basketball-Boys 7th/8th	Fall	2014/15

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 14th DAY OF OCTOBER, 2014**

**EXHIBIT C - FIELD TRIPS
MOTION NO. 54-2014/15
DOCUMENT NO. 118-2014/15**

Date	School	Name	Field Trip - # of Students	Location	Cost	Funding	Vehicle Type
10/10/14 to 10/11/14	MSHS	Perez	MSHS G Varsity Volleyball Tournament 14 Students - 3 Adults	Chico, CA	\$550 Transportation \$425 Lodging	MSHS Athletics Boosters	Vans
10/17/14 to 10/19/14	MHS	Torres	MHS FBLA to Leadership Development Institute 14 Students - 2 Adults	Santa Clara, CA	\$215 Transportation \$460 Lodging	Madera FBLA Madera FBLA	Vans
10/30/14 to 11/1/14	MSHS	Quintana Montoya	MSHS to Apache Invitational Cross Country 14 Students - 5 Adults	Arcadia, CA	\$840 Transportation \$600 Lodging	MSHS Athletics Boosters	Vans
11/8/14 to 11/10/14	MSHS	Hernandez	MSHS Girls Basketball - Team Retreat 12 students - 3 Adults	Shaver Lake, CA	\$125 Transportation \$840 Lodging	Girls Basketball Boosters	Vans
5/11/15 to 5/15/15	Lincoln	Magos	6th grade students to Calvin Crest Camp 124 students - 24 Adults	Oakhurst, CA	\$1500 Transportation \$26,000 Lodging	Parent Club Parent Club	School Bus



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Adoption of Resolution No.19-2014/2015: August 31, 2014
Budget and Expense Transfer Reports

Responsible Staff: Teri Bradshaw, Director of Fiscal Services

Agenda Placement: Consent

Background/ rationale:

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

The budgetary transfers include updated information received regarding income and expense projections. All budgetary transfers are within budgeted amounts and fall within the parameters established by the Board.

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

Financial impact:

The budgetary transfer resolution represents a projected increase in income for all funds of \$671,599 and a projected increase in expense for all funds of \$266,476.

The expense and loan transfer resolution represents \$557,394.10 expense transfer and -0- loan transfers between funds.

Superintendent's recommendation:

Superintendent recommends adoption of this resolution.

Supporting documents attached:

Budgetary Transfers, Resolution No.19-2014/2015
Income and Expense Budgetary Transfers, by Object, as of August 31, 2014
Interfund Expense and Loan Transfers, Resolution No.19-2014/2015
Cash Transfer Activity August 1, 2014 to August 31, 2014

Madera, California

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 8/1/14 to 8/31/14 are submitted for your approval:

(Worksheet 01)	FUND	07/01/14 Adjusted Beginning Balance	Previously Approved Revisions	Budget		August 31, 2014			Projected Fund Balance Given all Revisions	Breakdown of Projected June 30, 2015 Fund Balance				
				Adjusted for Revisions Apprvd to Date	Revisions	Proposed Budget		Restatements Audit Adj.		'Non- Spendable	Restricted	Committed	** Assigned	***Unassigned (includes 3% REU)
						INCOME	EXPENSE							
01 GENERAL		40,143,988	(4,024,423)	36,119,565	651,051	891,837	-	35,878,779	579,290	-	-	2,762,550	32,536,939	
11 ADULT EDUCATION		936,564	(934,564)	2,000	2,042	(823,725)		827,767	2,000	-	-	825,767	-	
12 CHILD DEVELOPMENT		73,015	(73,015)	(0)	18,506	18,506		(0)	-	-	-	-	-	
13 CAFETERIA		4,459,828	-	4,459,828	-	-		4,459,828	270,232	4,189,596	-	-	-	
14 DEFERRED MAINT.		1,200	-	1,200	-	-		1,200	-	-	1,200	-	-	
17 SP RSVR-OTHER THAN CAPITAL OUTLAY		-	-	-	-	-		-	-	-	-	-	-	
21 BUILDING FUND - BOND PROCEEDS		13,676,510	(10,701,487)	2,975,023	-	-		2,975,023	-	2,975,023	-	-	-	
25 DEVELOPER FEES		6,185,517	-	6,185,517	-	-		6,185,517	-	6,185,517	-	-	-	
27 REDEVELOPMENT AGENCY		226,212	-	226,212	-	-		226,212	-	226,212	-	-	-	
35 COUNTY SCHOOL FACILITIES		3,769,042	(2,953,257)	815,785	-	-		815,785	-	815,785	-	-	-	
40 SP RESERVE-CAPITAL OUTLAY		6,086,858	(1,440,757)	4,646,101	-	179,858		4,466,243	-	4,466,243	-	-	-	
41 SP RESERVE-BUILDING		12,545,940	-	12,545,940	-	-		12,545,940	-	12,545,940	-	-	-	
56 DEBT SERVICE FUND		1,011,569	-	1,011,569	-	-		1,011,569	-	1,011,569	-	-	-	
73 FOUNDATION TRUST-SCHOLAR.		59,378	(20,327)	39,051	-	-		39,051	-	39,051	-	-	-	
75 FOUNDATION TRUST-MEM SCHLR		2,344	-	2,344	-	-		2,344	-	2,344	-	-	-	
TOTAL ALL FUNDS		89,177,963	(20,147,830)	69,030,133	671,599	266,476		69,435,256	851,521	32,457,279	826,967	2,762,551	32,536,939	

*Stores. Revolving Cash. Prepaid Expenses

PASSED AND ADOPTED by the Governing Board of the Madera Unified School District this 28th day of October, 2014 by the following votes:

MADERA UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

AYES: 1

NOES: ABSTAINED:

ATTEST:

Edward C. González, Superintendent

AUGUST INCOME & EXPENSE BUDGETARY TRANSFERS
PERIOD ENDING 08/31/14

INCOME BUDGET TRANSFERS

Jrnl.	Description	Unrestr.	Restr.	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	-	553,065	553,065	-	-	-	-	-	-	-
8300-8599	Other State Revenues	-	-	-	-	18,506	-	-	-	-	-
8600-8799	Other Local Revenues	8,459	89,527	97,986	2,042	-	-	-	-	-	-
8910-8929	Interfund Transfers In	-	-	-	-	-	-	-	-	-	-
8930-8979	Other Sources	-	-	-	-	-	-	-	-	-	-
8980-8999	Contributions	-	-	-	-	-	-	-	-	-	-
AUGUST TOTAL FROM RESERVE		8,459	642,592	651,051	2,042	18,506	-	-	-	-	-
YEAR-TO-DATE TOTALS		2,885,505	4,542,804	7,428,309	36,292	404,351	-	-	4,438,556	-	-

EXPENSE BUDGETARY TRANSFERS

29

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	(377,790)	140,377	(237,413)	984	15,391						
2000-2999	Classified Salaries	452,890	18,002	470,892		60,050						
3000-3999	Employee Benefits	35,761	159,535	195,296	141	(2,306)						
4000-4999	Books and Supplies	119,524	(490,584)	(371,060)	(827,783)	(63,055)						
5000-5999	Services, Other Operating Expenses	(227,414)	693,833	466,419	2,933	7,391			111,401			
6000-6999	Capital Outlay	270,040	97,663	367,703					(111,401)			
7100-7299	Other Outgo											
7300-7399	Direct Support/Indirec Costs	(23,766)	23,766									
7431-7439	Uses (Debt Service Payments)											
7610-7629	Interfund Transfers Out					1,035						
AUGUST TOTAL FROM RESERVE		249,245	642,592	891,837	(823,725)	18,506						
YEAR-TO-DATE TOTALS		2,638,004	9,055,514	11,693,518	145,089	477,366				15,140,043		

AUGUST INCOME & EXPENSE BUDGETARY TRANSFERS
PERIOD ENDING 08/31/14

INCOME BUDGET TRANSFERS

Jrnl.	Description	Unrestr.	Restr.	Fund 35	Fund 40	Fund 41	Fund 56	Fund 73	Fund 75	Total
8010-8099	Revenue Limit Sources	-	-	-	-	-	-	-	-	-
8100-8299	Federal Revenues	-	553,065	-	-	-	-	-	-	553,065
8300-8599	Other State Revenues	-	-	-	-	-	-	-	-	18,506
8600-8799	Other Local Revenues	8,459	89,527	-	-	-	-	-	-	100,028
8910-8929	Interfund Transfers In	-	-	-	-	-	-	-	-	-
8930-8979	Other Sources	-	-	-	-	-	-	-	-	-
8980-8999	Contributions	-	-	-	-	-	-	-	-	-
AUGUST TOTAL FROM RESERVE										
		8,459	642,592	-	-	-	-	-	-	671,599
YEAR-TO-DATE TOTALS										
		2,885,505	4,542,804	15,165,119	-	-	-	-	-	27,472,627

EXPENSE BUDGETARY TRANSFERS

Jrnl.	Description	Unrestr.	Restr.	Fund 35	Fund 40	Fund 41	Fund 56	Fund 73	Fund 75	Total
1000-1999	Certificated Salaries	(377,790)	140,377	-	-	-	-	-	-	(221,038)
2000-2999	Classified Salaries	452,890	18,002	-	-	-	-	-	-	530,942
3000-3999	Employee Benefits	35,761	159,535	-	-	-	-	-	-	193,131
4000-4999	Books and Supplies	119,524	(490,584)	(72)	-	-	-	-	-	(1,261,970)
5000-5999	Services, Other Operating Expenses	(227,414)	693,833	4,627	-	-	-	-	-	592,771
6000-6999	Capital Outlay	270,040	97,663	(4,555)	179,858	-	-	-	-	431,605
7100-7299	Other Outgo	-	-	-	-	-	-	-	-	-
7300-7399	Direct Support/Indirec Costs	(23,766)	23,766	-	-	-	-	-	-	-
7431-7439	Uses (Debt Service Payments)	-	-	-	-	-	-	-	-	-
7610-7629	Interfund Transfers Out	-	-	-	-	-	-	-	-	1,035
AUGUST TOTAL FROM RESERVE										
		249,245	642,592	-	179,858	-	-	-	-	266,476
YEAR-TO-DATE TOTALS										
		2,638,004	9,055,514	18,118,376	1,620,615	-	-	20,327	-	47,215,334

MADERA UNIFIED SCHOOL DISTRICT
Expense and Loan Transfers Between Funds
Resolution No.19-2014/15

NOW, THEREFORE, BE IT RESOLVED that due to changes in priorities by various schools and departments, the following expense transfers and loans made between funds from 08/01/14 to 08/31/14 are submitted for approval:

Fund Totals	Debit	Credit	Difference
01 - General Fund	\$ 5,683.84		\$ 5,683.84
11 - Adult Education	1,768.99	1,468.42	300.57
12 - Child Development	795.27	2,514.01	(1,718.74)
13 - Cafeteria		4,265.67	(4,265.67)
14 - Deferred Maintenance			-
25 - Capital Facility/Developer Fees		549,146.00	(549,146.00)
56 - Debt Service Fund	549,146.00		549,146.00
			-
Grand Total	\$ 557,394.10	\$ 557,394.10	\$ -

PASSED AND ADOPTED by the governing board of the Madera Unified School District this
this 28th day of October, 2014 by the following votes:

MADERA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

Edward C. González, Superintendent

Madera Unified School District

October 8, 2014 10:49 am

Cash Transfer Activity 08/01/2014 to 08/31/2014

Page 1 of 3

Journal se to wr

Journal No.	Description	Date	Debit	Credit
SE22	Stock Expenditure	08/05/2014		
	01 - General Fund		169.40	
	11 - Adult Education			169.40
SE25	Stock Expenditure	08/08/2014		
	01 - General Fund		145.20	
	12 - Child Development			145.20
SE28	Stock Expenditure	08/13/2014		
	01 - General Fund		232.50	
	12 - Child Development			232.50
SE32	Stock Expenditure	08/19/2014		
	01 - General Fund		24.20	
	12 - Child Development			24.20
SE39	Stock Expenditure	08/27/2014		
	01 - General Fund		48.19	
	13 - Cafeteria			48.19
TF3	Interfund Cash Transfer - fr Fund 25 to Fund 56	08/07/2014		
	25 - Capital Fac/Developer Fees			549,146.00
	56 - Debt Service Fund		549,146.00	
TF4	July 2014 - Child Nutrition - Fuel & Maintenance	08/15/2014		
	01 - General Fund		2,513.88	
	13 - Cafeteria			2,513.88
TF5	Cash Transfers (Expense/Income)	08/20/2014		
	11 - Adult Education		1,034.83	
	12 - Child Development			1,034.83
TF6	Manual Cash Transfer (Interfund) Journal Entry	08/25/2014		
	01 - General Fund		1,638.92	
	11 - Adult Education			250.00
	12 - Child Development			343.12
	13 - Cafeteria			1,045.80
TF7	Expense/Income Transfers Betw/ Funds	08/02/2014		
	11 - Adult Education			61.11
	12 - Child Development		61.11	
TF8	Expense Transfers	08/01/2014		
	11 - Adult Education			734.16
	12 - Child Development		734.16	
TF9	Reversal of TF8	08/01/2014		
	11 - Adult Education		734.16	
	12 - Child Development			734.16

Madera Unified School District

Cash Transfer Activity

08/01/2014 to 08/31/2014

Journal se to wr

Journal No.	Description	Date	Debit	Credit
WO18	Work Order Expense	08/18/2014		
	01 - General Fund		259.75	
	11 - Adult Education			113.75
	13 - Cafeteria			146.00
WO19	Work Order Expense	08/19/2014		
	01 - General Fund		415.00	
	13 - Cafeteria			415.00
WO23	Work Order Expense	08/22/2014		
	01 - General Fund		96.80	
	13 - Cafeteria			96.80
WO24	Manual Work Order Expense Journal Entry	08/22/2014		
	01 - General Fund		140.00	
	11 - Adult Education			140.00



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Request Approval of Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints for July through
September 2014.

Responsible Staff: Kent Albertson, Chief Human Resources Officer

Agenda Placement: Consent

Background/rationale:

- Per Education Code 35186(d), any Williams Uniform Complaints must be registered and reported by all school districts.

Financial impact: None

Superintendent's recommendation:

- The Superintendent recommends approval of this report.

Supporting documents attached:

- Quarterly Report for Valenzuela/CAHSEE Lawsuit Settlement on Williams Uniform Complaints for July through September 2014.

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on *Williams* Uniform Complaints
 [Education Code § 35186(d)]

District: Madera Unified School District

Person completing this form: Kent Albertson Title: Chief Human Resources Officer

Quarterly Report Submission Date: April 2014
 (check one) July 2014
 October 2014
 January 2015

Date for information to be reported publicly at Governing Board meeting: _____

Please check the box that applies:

☐ No complaints were filed with any school in the District during the quarter indicated above

☐ Complaints were filed with schools in the District during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
CAHSEE Intensive Instruction and Services			
TOTALS	-0-		

Edward Gonzalez
 Print Name of District Superintendent

 Signature of District Superintendent

 Date



AGENDA ITEM
MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Request approval of Memorandum of Understanding between California School Employees Association and the Madera Unified School District regarding salary range placement for various positions.

Responsible Staff: **Edward C. González, Superintendent**
Kent Albertson, Chief Human Resources Officer

Agenda Placement: Consent

Background/rationale:

- The purpose of this MOU is to solidify salary range placement for the following positions:
 1. Construction Project Coordinator – New Range 57
 2. Reallocation of Payroll Account-Specialist Lead from Range 38 to Range 40
 3. Reallocation of Data Technician from Range 32 to Range 35
 4. Family Support Specialist – Range 39
 5. Gang Prevention Officer – Range 23

Financial impact:

- To be determined.

Superintendent's recommendation:

- The Superintendent recommends approval of the Memorandum of Understanding between California School Employees Association and the Madera Unified School District.

Supporting documents attached:

- Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN MADERA UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION – CHAPTER 169**

This agreement is entered into this 6th day of October 2014, by and between the Madera Unified School District and California School Employees Association for the following:

1. Construction Project Coordinator – New Range 57

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Range 57	59,496	62,173	64,971	67,895	70,950	74,143	77,479

2. Reallocation of Payroll Account-Specialist Lead from Range 38 to Range 40.
3. Reallocation of Data Technician from Range 32 to Range 35
4. Family Support Specialist – Range 39
5. Gang Prevention Officer – Range 23

This agreement shall not create a precedent for similar situations which may occur in the future.



Danna Petty, CSEA President

10-6-14

Date



Deborah Garabedian, CSEA Labor Rep

10-6-14

Date



Kent Albertson
Chief Human Resources Officer

10/6/14

Date



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Request Approval of agreement between Madera Unified School District and Troxell to purchase 126 Aver TabchargeCT2 Charge-only carts utilizing Contract Number NCPA #01-06.

Responsible Staff: **Victor Villar, Associate Superintendent of Educational Services**
Dr. Rebecca Malmo, Director of Instructional Technology

Agenda Placement: Consent

Background/ rationale:

At the August 26, 2014 Board meeting, the Board of Trustees approved the Common Core State Standards Spending plan for the 2013-2014 and 2014-2015 fiscal school years. As part of the CCSS plan Staff is requesting to use the allocated funds to purchase from Troxell the quantity of 126 Aver TabchargeCT2 Charge-only carts as specified below:

- Aver TabchargeCT2 Charge-only carts @ \$166,950.00

Financial impact: \$180,306.00 (including 8% sales tax, \$13,356.00) from the CCSS implementation funds.

Superintendent's recommendation:

The Superintendent recommends the Board approve the agreement between Madera Unified School District and Troxell to purchase 126 Aver TabchargeCT2 Charge-only carts utilizing Contract Number NCPA #01-06.

Supporting documents attached:

- Troxell Aver TabchargCT2 Charge-only carts Quotation Q430111558



Audio•Video•Sales•Design•Service•Installation
438 E. Shaw Ave 145
Fresno, CA 93710

QUOTATION
#Q430111558
September 9, 2014

QUOTED TO

TROXELL CONTACT

Account: MUSD
Contact: Rebecca Malmo
Address: 1902 Howard Rd.
Madera, CA 93638

Account Executive: Mia Embry
Email: mia.embry@trox.com
Phone: (559)261-1994 x4301
Fax: (559)261-9437

Please reference NCPA Contract #01-06 upon placing your order.

Terms Net 30

FOB Destination

Cust. # 5121

Expires 10/31/14

Item #	Description	Unit Price	Qty	Ext. Price
1	AVE AVETABCRGCT2 AVER TABCHARGE2 40-DEVICE CHARGE-ONLY CART (EDUC/GOVT)	1325.00	126	166950.00

Thank You,

Mia Embry
Account Executive

Total 166950.00
Plus Applicable Tax

Don't forget Troxell is a great source for mounting hardware, screens, replacement lamps, carts, cables, etc...
WE CAN HELP YOU ACHIEVE YOUR GOALS!



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Request Approval to apply for the Agricultural Career Technical Education Incentive Grant Application for Specialized Grant Funding to be completed between July 1, 2014 - June 30, 2015.

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

Agenda Placement: Consent Agenda

Background/ rationale:

- The Specialized Incentive grant funding would be used to build a rabbitry and poultry growing and processing unit to be located on the Madera South High School Agriculture Farm. This project has been discussed and recommended as a high priority from the Agriculture Advisory Committee as well as the Madera County Ag Boosters. The opportunity to provide our students with small animal production experience is needed to support the growing number of students who wish to raise an animal. However fewer and fewer students have the financial standing to raise the large animals due to the overwhelmingly high cost associated with raising large animals. This project will meet the growing demand for small animal projects in the Madera FFA Chapter as well as provide students with hands on experience with raising and processing poultry and rabbits.

Financial impact:

- \$10,000 – Madera County Ag Boosters and the Agriculture Advisory Committee will be proving the matching dollars needed to complete the is project.

Superintendent's recommendation:

- The Superintendent recommends the Board approve the request to apply for the Agricultural Career Technical Education Incentive Grant Application for Specialized Grant Funding to be completed between July 1, 2014 - June 30, 2015.

Supporting documents attached:

- Agricultural Career Technical Education Incentive Grant Application for Specialized Grant Funding

California Department of Education
**AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
 APPLICATION FOR SPECIALIZED GRANT FUNDING**

(Due Date: To be received in Regional Supervisor's Office by November 15, 2014)

DATES OF PROJECT DURATION - JULY 1, 2014, TO JUNE 30, 2015

Madera South High School
 (School Site)

Madera Unified School District
 (District)

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions in the operations in this project/program for local participation and assistance.

Signature of Authorized Agent

Julia [Signature]

Signature of Agriculture Teacher
 Responsible for the Program

Superintendent of MUSD

Title

Oracio Rodriguez

Signature of Principal

Contact Phone Number: (559) 675-4475

Date of Approval of Local Agency Board: _____

CRITERIA FOR SELECTION:

1. Site must have matched original Agriculture Career Technical Education Incentive Grant Application.
2. Site shall not have received Specialized Agricultural Career Technical Education Incentive Grants totaling more than \$10,000 within the past three years. For example, if a site received an \$8,000 grant last year, then they are eligible for up to \$2,000 this year.
3. Site must be able to match the Specialized Agricultural Career Technical Education Incentive Grant.
4. Site must show expenditures that are unique in nature, i.e. purchasing new equipment for a computer lab, science lab, mechanics laboratory, etc.
5. Site must attach detailed budget to this application.

Total Amount of Funds Requested (Maximum of \$10,000)

\$10,000.00

PART A - Please describe in detail the proposed use of funds (use additional pages if needed).

Please see attached Papers

PART B - How will this project improve the local program? (Use additional pages if needed.)

Please See Attached Paper

PART C - FINANCIAL SCHEDULE*

Line	Acct. No.	Classification	A Description of Item for Which Funds will be Expended	B Incentive Grant Funds	C Matching Funds
1	4000	Books & Supplies		10,000.00	2,500.00
2			Subtotal for 4000	\$10,000.00	\$2,500.00
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conferences; Rentals, Leases, and Repairs; Bus Transportation	1.		
4			2.		
5			3.		
6			4.		
7			5.		
8			Subtotal for 5000	\$0.00	\$0.00
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and improvement of Buildings; Equipment	1. Premier PRO Tuff Shed		7,500.00
10			2.		
11			3.		
12			4.		
13			Subtotal for 6000	\$0.00	\$7,500.00
14			Total for 4000-6000 Lines 2, 8, 13	\$10,000.00	\$10,000.00

TOTAL Specialized Ag Career Technical Education Incentive Grant Funds \$10,000.00

* Attach a detailed budget with this application.

Part A- Please describe in detail the proposed use of funds.

The proposed funds will be used to build a rabbit unit, poultry unit and processing plant on the Madera South High School farm. The matching funds will come from the Madera County Ag Boosters and Industry Partners. The project will be completed in two stages:

The first stage of the grant would be to build a rabbitry and market bird facility. The rabbitry will be built in a tuff shed and be equipped with an air conditioner so the animals can be housed in a constant climate. Metal will be purchased and the ag welding and fabrication classes will be building the cage stands for the rabbits.

The market bird facility will be used to grow market chickens and turkeys. The turkey project will grow poults from a day old to 22 weeks. Purchased with the grant funding will be the concrete for pen floors, wood for the sides, canvas for the retractable siding and equipment for heat lamps, feeders and waters. The sides of the facility will extend down into the ground for two feet to help keep predators out of the pens.

The second stage of the project is building a harvesting facility for meat birds. The building would be built by the ag mechanics classes with input from local community members. The facility will include cement flooring with laminate walls. The facility will be able to harvest rabbit fryers, chicken broilers, and market turkeys. The grant will support the purchase of all the equipment needed for processing the animals. The equipment purchased will include vacuum sealer & bags, 3 sizes of killing cones, processing aprons, plucker, scalding, eviscerating table & shackle, boning knives, pinning knives & killing knives.

A complete list of what will be purchased is listed below:

Budget

Item	Unit Cost	Quantity	Total Price
Stromberg's			
15"x18" Vacuum Pack Bags (100)	88.00	1	88.00
8"x12" Vacuum Pack Bags (100)	40.00	1	40.00
Boning/Multipurpose Knife	17.25	5	86.25
Eviscerating Table- Shackle	59.00	1	59.00
Eviscerating Table	1000.00	1	1000.00
Eviscerating Table- Shackle Bar	215.00	1	215.00
Featherman Poultry Scalding	1615.00	1	1615.00
Featherman Poultry Plucker	1725.00	1	1725.00
Processing Apron	21.95	5	109.75
Killing Knife	49.00	5	245.00
Pinning Knife	24.50	5	122.50
Killing Cone Large	70.50	2	141.00
Killing Cone- Medium	53.95	2	107.90
Killing Cone- Small	46.50	2	93.00
Vacuum Seal PRO 2300	450.00	1	450.00
Total			6,097.40

Item	Unit Cost	Quantity	Total Cost
Evans Feed & Livestock			
Industrial Feeders	20.00	15	300.00
Industrial Waters	30.00	20	600.00
Heat Lamps	10.00	20	200.00
Total:			1,100.00
Home Depot			
Concrete-SAKRETE 80 lb. Gray Concrete Mix Model # 65200390		330 lbs	1102.15
HDX 4 ft. x 100 ft. 14-Gauge Welded Wire	69.90	3	209.91
2inx6inx10ft	6.25	100	625.00
FRP Wall Board Model # MFTF12IXA480009600	32.47	30	974.10
Air Conditioner – LE #LW1014ER	299.00	1	299.00
Galvanized steel congedated roof panels	42.00	21	882.00
Plywood 7/32 in. x 4 ft. x 8 ft	11.97	40	478.80
Hoses & Nozzles			100.00
Lithonia Lighting Industrial 6 Light Fluorescent Fixture	86.97	6	521.82
Cooper Wiring Devices 20 Amp Tamper and Weather Resistant Electrical Duplex Outlet - White	5.83	20	116.60
Total:			5192.63
Tuff Shed			
Premire PRO Tall Ranch 14'x14'	7148.00	1	7148.00
- 4 3'x3' white windows			
- 1 Double door upgrade			
- 1 screen vent 8"x16"			
Total:			7148.00
Valley Iron			
Metal for cage stands			461.97
Total:			461.97
Grand Total:			20,000.00

Part B- How will this project improve the local program?

Anyone who comes out to the Madera South High School farm is impressed by the facilities at the school for the large animal projects. They have barns, stalls, pastures; essentially everything needed for a project to be successful. Our department averages approximately 50 students showing at each of our county fairs. While our large animal projects have facilities and equipment, it is our small animal projects that do not. However they are the most necessary due to our student's interests and economic

status. A majority of our students come from intercity and migrant families who cannot afford to pay the large bills associated with a large animal project, but a small animal project that costs below \$100 is an affordable option for them.

Currently our poultry projects are housed in a pen in the lamb barn with chicken wire stretched around it. Students grow their meat pens there and that is all. With the addition of a new teacher this year we have the opportunity to build a great small animal program, we just need the facilities. With the two new buildings we would create a yearlong market rabbit operation which would provide fresh rabbit to community members both off the farm and at local farmer markets. The meat bird facility would house market chickens for 30 days before both of our county fairs as well as market turkeys for 22 weeks prior to the fairs. The turkey operation would be partnered up with Foster Farms and grow poults for all 4-H clubs and FFA chapters in the area. The students would grow all the birds until they were about 12 weeks old and then sell them to other fair exhibitors. The remaining birds would be sold to the community food bank or donated to food shelters.

The grant would help to jump start the rabbit program at our school. There is currently no opportunity for students to raise and show rabbits in the department. If students want to show they must stay in the 4-H programs through the county. By building the unit we open up many opportunities for students to develop skills in raising show and meat rabbits.

The grant would also build a processing facility for chickens, turkeys and rabbits. This is a major need, not only in our chapter but also the community. All the fairs in our area allow 4-H and FFA members to show and sell their market birds and rabbits at the auction, but each child must process their birds or rabbits themselves and then deliver them to the buyer. Having to find a place that is willing to process all of your rabbits & birds, especially large ones like turkeys is often difficult and often keeps leaders and advisors from trying the project. By building and providing a processing facility chapters and clubs can bring their animals to our school, where trained students will process and freeze the birds. Then after a few days the kids can pick up their birds and rabbits and deliver them. Having this at our school would help to boost not only our chapters small animal projects but also other FFA chapters and 4-H clubs around us.

When planning this facility the local fairs were consulted and offered to contract with our farm to process the birds for the members. They also indicated that other county fairs would be looking for a place to send their birds. With the poultry industry looking for new employees, creating poultry and processing unity will help prepare our students for careers in the poultry industry and make them more marketable in the industry as a whole.



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Request Approval of Master Contract Service Agreement between Madera Unified School District and Creative Alternatives, Inc./Grace Bishop School for a nonpublic placement for October 29, 2014 through June 30, 2015.

Responsible Staff: **Victor Villar, Associate Superintendent of Educational Services**
Dr. Laura Tanner-McBrien, Director of Special Services

Agenda Placement: Consent

Background/ rationale:

The Individualized Education Program Team determined placement at a nonpublic school was appropriate for a student with an Individualized Education Plan (IEP) due to a high degree of emotional and behavioral needs. Placement was based on a least restrictive environment, free and appropriate education with consideration of the safety of the staff and students.

- Master Contract Service Agreement for fiscal year with an Individual Service Agreement (ISA).
- The term of the contract is for October 29, 2014 through June 30, 2015.

Financial impact:

Not to exceed \$28,123.12. SELPA Extraordinary Cost Fund to reimburse 70 percent of cost.

Superintendent's recommendation:

The Superintendent recommends the Board approve the Master Contract Service Agreement between the Madera Unified School District and Creative Alternatives, Inc./Grace Bishop School for a nonpublic school placement.

Supporting documents attached:

- Master Contract Service Agreement

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2014-2015

Revised April 7, 2011

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPULIC SCHOOL AND AGENCY SERVICES

District Madera Unified School District

Contract Year 2014-2015

X Nonpublic School
 Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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LEA: Madera Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 29st day of October, 2014, between the Madera Unified School District, in the county of Madera hereinafter referred to as the local educational agency ("LEA") and Creative Alternatives, Inc./Grace Bishop School, hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2014 to June 30, 2015 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2015. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR.(California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those

requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student’s record. Such log need record access to the student’s records by: (a) the student’s parent; (b) an individual to whom written consent has been executed by the student’s parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, “employees of LEA or CONTRACTOR” do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents’ requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR’s successors and assignees.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state

and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:**

\$1,000,000 per occurrence

\$2,000,000 general aggregate

- E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the District and the Board of Education as additional insured's premiums on all insurance policies shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract. Automobile Liability policies shall name the LEA and the LEA Board of Education as additional insured.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the District may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in employment or operation of its program.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease. Pursuant to California Education Code section 56366(b), transportation shall not be provided through the use of services or equipment owned, leased, or contracted by the LEA for students served by CONTRACTOR unless those services and equipment are provided directly or subcontracted by the CONTRACTOR.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to

the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) if applicable or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level, attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades pre-kindergarten through 12, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time, shall be at least 314 instructional minutes for students in grades kindergarten through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities-

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus up to thirty (30) extended school year (ESY) days as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed number of days in LEA's approved calendar and/or required by the IEP for each student. In the event the LEA adjusts the number school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In which case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, may include Martin Luther King, Jr. Day, Cesar Chavez Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the student's IEP and ISA. Unless otherwise specified in the student's IEP and ISA, CONTRACTOR shall provide related services to students on only those days that the student's school of attendance is in session and the student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. DATA REPORTING

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a NPS, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by LEA pursuant to LEA, state and federal guidelines.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; behavior support plans and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to contracting. Failure to maintain adherence to staff qualification requirements may result in contract termination. NPAs will provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a student. Behavior intervention agencies shall provide the LEA with all training protocols behavior for intervention staff employed by the NPA who do not possess a license, credential or recognized certification as part of their Master Contract application.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the student of one or more of his or her senses, pursuant to California Code of Regulations 3052(1-9).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code Sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4). If an student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA such as the Special Education Information System (SEIS) for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or NPS shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student disenrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with LEA surrogate parent assignments.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time within five years of the date of service. The CONTRACTOR shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the student one month prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at their sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine through twelve inclusive, and submit them on LEA approved forms to the student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the Nonpublic Services Department when a student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit within five (5) business days as specified in the Nonpublic Services Department Procedural Handbook. CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to students.

CONTRACTORS operating programs with residential components shall cooperate with a parent's reasonable request for student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and district policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to a Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision- making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced

monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the CDE On-site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified by the LEA.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or contractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education

Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections

3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE. (5 CCR 3064 (a)).

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents *within than 30 days of known changes.*

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood, that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours electronically and by U.S. Mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.*, To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initial of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless

approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. SELPA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (d) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that is not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

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

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a

dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or

CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth consecutive service day of the student’s absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR’s offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA’s rights under this section shall also include access to CONTRACTOR’s offices for purposes of interviewing CONTRACTOR’s employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR’s over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR’s over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA’s written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students who's IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

- (a) The Contractor and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 29th day of October 2014 and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provide herein.

CONTRACTOR

LEA

Creative Alternatives Inc.
Grace Bishop School
Nonpublic School/Agency

Madera Unified School District

By: _____
Signature Date

By: _____
Signature Date

Notices to CONTRACTOR shall be addressed to:

Jeff Nicholas, Director of Schools

Name		
Creative Alternatives, Inc. Grace Bishop School		
Nonpublic School/Agency/Related Service Provider		
2855 Geer Road		
Address		
Turlock	CA	95382
City	State	Zip
209-724-0323	209-724-9827	
Phone	Fax	
jtovar@creative-alternatives.org		
Email		

Notices to LEA shall be addressed to:

Teri Bradshaw, Director of Finance

Name and Title		
Madera Unified School District		
LEA		
1902 Howard Road		
Address		
Madera	CA	93637
City	State	Zip
559-675-4500	559-675-4526	
Phone	Fax	
Teribradshaw@maderausd.org		
Email		

**Additional LEA Notification
(Required if completed)**

Dr. Laura Tanner-McBrien, Director of Special Services

Name and Title		
1902 Howard Road		
Address		
Madera	CA	93637
City	State	Zip
559-675-4500 ext. 266		
Phone	Fax	
lauratanner-mcbrien@maderausd.org 559-675-4526		
Email		

EXHIBIT A: RATES

CONTRACTOR Creative Alternatives Inc, CONTRACTOR NUMBER 2014-2015
(NONPUBLIC SCHOOL OR AGENCY) CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 72 If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed To be determined by LEA
Total LEA enrollment may not exceed To be determined by LEA

	Rate	Period
A. Basic Education Program/Special Education Instruction	<u>136.52</u>	<u>Per day</u>
Basic Education Program/Dual Enrollment	<u></u>	<u></u>

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip	<u>\$2.00</u>	<u>Per/mile</u>
	b. Transportation – One Way	<u></u>	<u></u>
	c. Transportation-Dual Enrollment	<u></u>	<u></u>
	d. Public Transportation	<u></u>	<u></u>
	e. Parent*	<u></u>	<u></u>
(2)	a. Educational Counseling – Individual	<u></u>	<u></u>
	b. Educational Counseling – Group of	<u></u>	<u></u>
	c. Counseling – Parent	<u></u>	<u></u>
(3)	a. Adapted Physical Education – Individual	<u></u>	<u></u>
	b. Adapted Physical Education – Group of	<u></u>	<u></u>
	c. Adapted Physical Education – Group of	<u>Billed at</u>	<u></u>
		<u>Cost</u>	<u></u>
(4)	a. Language and Speech Therapy – Individual	<u></u>	<u></u>
	b. Language and Speech Therapy – Group of 2	<u></u>	<u></u>
	c. Language and Speech Therapy – Group of 3	<u></u>	<u></u>
	d. Language and Speech Therapy – Per diem	<u></u>	<u></u>
	e. Language and Speech - Consultation Rate	<u></u>	<u></u>
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)	<u></u>	<u></u>
	b. Additional Instructional Assistant – Group of 2	<u></u>	<u></u>
	c. Additional Instructional Assistant – Group of 3	<u></u>	<u></u>
(6)	Intensive Special Education Instruction**	<u></u>	<u></u>
(7)	a. Occupational Therapy – Individual	<u></u>	<u></u>
	b. Occupational Therapy – Group of 2	<u></u>	<u></u>
	c. Occupational Therapy – Group of 3	<u></u>	<u></u>
	d. Occupational Therapy – Group of 4 - 7	<u></u>	<u></u>
(8)	1:1 Aide	<u>\$14/hr.</u>	<u></u>
(9)	Physical Therapy	<u></u>	<u></u>
(10)	a. Behavior Intervention – BII	<u></u>	<u></u>
	b. Behavior Intervention – BID	<u></u>	<u></u>
	Provided by: _____	<u></u>	<u></u>
(11)	Nursing Services	<u></u>	<u></u>

* Parent transportation reimbursement rates are to be determined by the LEA.

** By Credentialed Special Education Teacher.

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 10/29/2014 – 6/30/15 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2013, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)		Madera Unified School District				Nonpublic School/Agency		Creative Alternative, Inc. Grace Bishop School			
Address		1902 Howard Road				Address		2855 Geer Road			
City, State Zip		Madera, CA 93637				City, State, Zip		Turlock, CA 95382			
LEA Case Manager		Dr. Laura Tanner-McBrien				Phone		209-724-0323		209-724-9827	
						e-Mail		jtovar@creative-alternatives.org			
student Last Name				student First Name				Program Contact Name		Jeff Nicholas	
D.O.B.				I.D. #		402466		Phone			
Grade		10		Level				Sex		(X) M () F	
Parent/ Guardian Last Name				Parent/ Guardian First Name				Education Schedule – Regular School Year			
								Number of Days		180	
								Number of Weeks			
Address						Education Schedule – Extended School Year					
City, State, Zip						Number of Days		26		Number of Weeks	
Home Phone				Business				Contract Begins		10/29/2014	
								Ends		6/30/2015	
						Master Contract Approved					
						by the Governing Board on		October 29, 2014			

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION		X			136.52		180	26	\$28,123.12
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent	X						180	26	\$78,588.00
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			\$106,711.12

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

4. Other Provisions/Attachments: _____

5. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify _____)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Creative Alternatives, Inc. - Grace Bishop School
(Name of Nonpublic School/Agency)

Madera Unified School District
(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

Jeff Nichols, Director of Schools
(Name and Title)

Victor Villar, Associate Superintendent
(Name of Superintendent or Authorized Designee)

Reyn Franca School & Grace Bishop School

2014-2015 School Calendar

August 2014						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2014						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2014						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2014						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2014						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2015						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2015						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28








March 2015						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2015						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2015						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2015						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2015						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

20	1	ESY: 17	ESY: 13
 Teachers Prep Aug 12 th / Retreat 15 th Aides CPI CPR Aug 13 th (All Fresno Campus) Aides Aug 14 th Classroom Goals (Individual campus) Aides Aug 15 th Mandatory training (All Turlock office) Articulation Days Nov 10th and Feb 12th	 First Day of School Aug 18 th Last Day June 1 st  ESY June 8 th to July 20 th (8:30-12:30) GBS 8:30 a.m. to 2:30p.m. RFS/Annex 8:00 to 2:00 p.m.		
 Legal Holidays 9-1, 11-11, 11-27, 12-25, 1-1, 1-19, 2-13, 2-16, 5-25, 7-3	 End of 1 st , 2 nd , 3 ^d , 4 th Quarter		
 Holidays/School out of Session: 11-28, 12-22-1-2, 4-3-4 10,	 Minimum Days: 12-19, 6-1		



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Issuance of Expulsion/Readmission Orders

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

Agenda Placement: Consent

Background/rationale:

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

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

The Governing Board is also requested to issue orders consistent with the above referenced findings, conclusions and recommendations related to the possible expulsion or readmission of pupils in the cases of the following students, herein identified by their district-assigned identification numbers: 301508, 1002148, 403953, 503114, 401110, 8489, B-2014/15, 202744, 303571, 301394, 20317, 200119, 1001654, 15790, 601288, 200264, 202799, 401572, 303702, 2259, 202824, 201882, 302541, 301530, 200550, 602854, 1004857, 1010372, 17228 and 203118.

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: October 28, 2014

Subject: Approval of August 31, 2014 Student Body Statement of Club Trust Accounts

Responsible Staff: Teri Bradshaw, Director of Fiscal Services

Agenda Placement: Consent

Background/ rationale:

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

The following information is being provided for each club:

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

Financial impact:

None

Superintendent's recommendation:

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

Supporting documents attached:

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

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

Account Num	Account Name	Beg Balance	Inflows	Outflows	End Balance
Assets					
40-1121-00-00	Cash, Checking	\$ 66,548.27	\$ 51,145.30	\$ 51,095.44	\$ 66,598.13
40-1201-00-00	Cash, Sav-WestAmerica BK (ASB)	43,965.21	7.47	0.00	43,972.68
40-1200-00-00	Cash, Savings-Wells Fargo Bank TDC	33,060.29	0.00	0.00	33,060.29
40-1204-00-00	WestAmerica CD #XXXX-95649-8	0.00	40,212.93	0.00	40,212.93
1201	Undeposited Funds	9,632.00	47,819.77	51,382.43	6,069.34
		<u>\$ 153,205.77</u>	<u>\$ 139,185.47</u>	<u>\$ 102,477.87</u>	<u>\$ 189,913.37</u>

Liabilities & Equity

40-2302-50-00	Academic Exploration	\$ 231.06	\$ 300.90	\$ 100.00	\$ 431.96
40-2355-50-00	Accapella Club	225.00	0.00	0.00	225.00
40-2391-40-00	Activities Pass Deposits	3,240.42	5,350.00	125.00	8,465.42
40-5102-10-00	Albonico Scholarship	9,100.00	0.00	100.00	9,000.00
40-2380-50-00	Anime Club	109.26	176.00	0.00	285.26
40-2370-50-00	Art Club	847.22	1,238.00	0.00	2,085.22
40-2301-50-00	Asian American Club	285.79	0.00	0.00	285.79
40-2310-30-00	Athletic Supplies	1,699.37	375.00	0.00	2,074.37
40-2242-50-00	B.F.F. - Bullying Forever Forgotten	334.00	0.00	0.00	334.00
40-2305-60-00	Band	434.63	0.00	0.00	434.63
40-2320-30-00	Baseball	225.00	0.00	0.00	225.00
40-2321-30-10	Basketball-Boys	85.20	0.00	0.00	85.20
40-2321-30-20	Basketball-Girls	12.73	0.00	0.00	12.73
40-2308-30-10	Block M- Boys & Girls	3,824.93	41.00	0.00	3,865.93
40-2309-50-00	Blue & White	10,570.11	17,242.00	0.00	27,812.11
40-2206-50-00	Blue Crew	173.39	0.00	0.00	173.39
40-2356-50-00	Book Club	131.30	0.00	0.00	131.30
40-2330-50-00	Bowling Club	1,648.41	0.00	0.00	1,648.41
40-2318-50-00	C.S.F.	2,395.62	0.00	400.00	1,995.62
40-2365-50-00	Chess Club	102.00	0.00	0.00	102.00
40-2319-60-00	Choir	1,297.44	0.00	0.00	1,297.44
40-2319-60-40	Choir-Musicals	723.00	0.00	0.00	723.00
40-2214-20-00	Class of 2014	512.29	0.00	0.00	512.29
40-2215-20-00	Class of 2015	4,512.23	176.45	0.00	4,688.68
40-2216-20-00	Class of 2016	2,563.85	463.00	0.00	3,026.85
40-2217-20-00	Class of 2017	503.20	0.00	0.00	503.20
40-2310-60-00	Colorguard	306.52	121.00	0.00	427.52
40-2338-50-00	Coyote Drama Productions	5,142.93	0.00	0.00	5,142.93
40-2247-50-00	Coyote PE	4.00	0.00	0.00	4.00
40-2323-30-00	Cross Country-Boys & Girls	3,687.04	0.00	0.00	3,687.04
40-2201-20-00	Cyber High	586.00	0.00	0.00	586.00
40-5300-10-00	Dave Schoettler Memorial Schl	1,040.00	0.00	0.00	1,040.00
90-1000-00-00	District Clearing	159.50	4,399.81	4,465.57	93.74
40-2392-40-00	E T Extravaganza	2,776.54	0.00	0.00	2,776.54
40-5103-10-00	E.L.L. Scholarship	125.00	0.00	0.00	125.00
40-2339-40-00	Executive Council	1,144.31	0.00	0.00	1,144.31
40-2341-50-00	F.B.L.A.	196.20	377.41	0.00	573.61
40-2371-50-00	Fashion Design Club	3,258.98	0.00	0.00	3,258.98
40-2343-50-00	FCCLA General Activities	0.00	133.75	0.00	133.75
40-2377-50-00	Fellowship of Christian Athlet	83.89	0.00	0.00	83.89
40-2324-30-00	Football	2,938.32	24.00	0.00	2,962.32
40-2340-50-00	Forensics	417.00	0.00	0.00	417.00

Account Num	Account Name	Beg Balance	Inflows	Outflows	End Balance
40-2337-50-00	Future Teachers	2,057.10	0.00	0.00	2,057.10
40-2350-50-00	Gay Straight Alliance	382.07	0.00	0.00	382.07
40-2320-50-00	Glee Club	1,140.92	0.00	0.00	1,140.92
40-2334-30-00	Golf	38.05	0.00	0.00	38.05
40-2207-30-00	Gymnastics	70.21	0.00	0.00	70.21
40-2342-50-00	Inclusion	654.72	240.00	0.00	894.72
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	472.69	65.94	0.00	538.63
40-2209-40-00	Link Crew	26.65	0.00	0.00	26.65
40-2349-50-00	M.A.Y.A. Club	3,179.14	30.00	250.00	2,959.14
40-2249-50-00	M.A.Y.A. Leadership Conference	2,968.14	0.00	250.00	2,718.14
40-2311-50-00	Maderan	1,955.56	0.00	0.00	1,955.56
40-2348-50-00	Mexican American Club	2,073.64	0.00	0.00	2,073.64
40-2314-40-00	MHS ASB-Transfers Only	1,083.45	0.00	0.00	1,083.45
40-2204-40-00	MHS School Identification	1,126.32	0.00	0.00	1,126.32
40-2345-30-00	P.E. Uniforms (Girls/Boys)	9,830.12	8,615.00	2,620.00	15,825.12
40-2315-70-00	Pep & Cheer Uniforms	475.55	2,025.00	0.00	2,500.55
40-2646-70-00	Pep & Cheer Winter Formal Only	8.67	0.00	0.00	8.67
40-2312-60-00	Piano/Guitar	377.83	0.00	0.00	377.83
40-5105-10-00	Ray Pool Scholarship	5,000.00	1,000.00	3,000.00	3,000.00
40-2376-50-00	Robotics	584.76	0.00	0.00	584.76
40-5314-10-00	Rodger Scott Memorial Schlrsip	600.00	0.00	0.00	600.00
40-5108-10-00	School of Business Scholarship	500.00	0.00	0.00	500.00
40-2352-50-00	Science Club	4,187.45	100.00	300.00	3,987.45
40-2373-50-00	Snow/Ski Club	46.75	0.00	0.00	46.75
40-2358-50-00	Sober Graduation	25.00	500.00	0.00	525.00
40-2325-30-20	Soccer-Girls	383.47	0.00	0.00	383.47
40-2327-30-00	Softball	80.08	0.00	0.00	80.08
40-2313-40-00	Student Government General	16,735.79	2,708.80	676.94	18,767.65
40-5101-10-00	Student Govt Scholarship	2,569.59	0.00	0.00	2,569.59
40-2345-80-00	Student Store	11,158.70	119.00	269.29	11,008.41
40-2351-50-00	Teen Parent Club	737.98	328.00	0.00	1,065.98
40-2306-30-20	Tennis-Girls	885.00	2,940.00	0.00	3,825.00
40-2331-30-00	Track	2,982.50	180.00	0.00	3,162.50
40-2346-50-00	Travel Club - Duncan Nedham (advisor)	7.56	0.00	0.00	7.56
40-2359-50-00	V.I.C.A.	45.88	0.00	0.00	45.88
40-2362-50-00	V.I.C.A. Architecture	2.26	0.00	0.00	2.26
40-2363-50-00	V.I.C.A. Auto Shop	1,156.79	0.00	0.00	1,156.79
40-2361-50-00	V.I.C.A.-Metal	1,306.80	0.00	0.00	1,306.80
40-2360-50-00	V.I.C.A.-Wood	4,443.67	33.00	0.00	4,476.67
40-2332-30-10	Volleyball-Boys	359.89	0.00	0.00	359.89
40-2332-30-20	Volleyball-Girls	88.71	0.00	0.00	88.71
40-2304-30-10	Water Sports-Boys	380.87	0.00	0.00	380.87
40-2304-30-20	Water Sports-Girls	721.89	0.00	0.00	721.89
40-2335-30-00	Wrestling	325.33	0.00	0.00	325.33
3001	Fund Balance	165.75	0.00	0.00	165.75
		<u>\$ 153,221.98</u>	<u>\$ 49,303.06</u>	<u>\$ 12,556.80</u>	<u>\$ 189,968.24</u>

Revenue

4001	Interest Income	\$ 8.17	\$ 8.80	\$ 0.00	\$ 16.97
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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>
		\$ 8.17	\$ 8.80	\$ 0.00	\$ 16.97
Expenses					
5001	Bank Charges	\$ 24.38	\$ 72.46	\$ 25.00	\$ 71.84
		\$ 24.38	\$ 72.46	\$ 25.00	\$ 71.84

Account Num	Account Name	Beg Balance	Inflows	Outflows	End Balance
Assets					
49-121-00-00	Cash, Checking	\$ 164,484.58	\$ 37,568.55	\$ 19,802.27	\$ 182,250.86
1201	Undeposited Funds	0.00	42,702.96	37,826.96	4,876.00
		<u>\$ 164,484.58</u>	<u>\$ 80,271.51</u>	<u>\$ 57,629.23</u>	<u>\$ 187,126.86</u>
Liabilities & Equity					
49-2387-50-00	Alfred Society Club	\$ 213.10	\$ 0.00	\$ 0.00	\$ 213.10
49-2370-50-00	Art Club	1,571.22	10.00	0.00	1,581.22
49-5210-10-00	Audrey Pool Scholarship	5,000.00	0.00	3,000.00	2,000.00
49-2376-50-00	AVID-College Club	907.94	84.00	0.00	991.94
49-2304-50-00	Awakening Club	840.30	0.00	0.00	840.30
49-2305-60-00	Band	199.75	0.00	0.00	199.75
49-2306-50-00	Black Student Union	2,072.10	0.00	0.00	2,072.10
49-2308-30-10	Block S Boys	2,404.79	0.00	0.00	2,404.79
49-2308-30-20	Block S Girls	31.91	0.00	0.00	31.91
49-5104-10-00	Bob Prosperi Scholarship	0.00	1,000.00	1,000.00	0.00
49-2318-50-00	C.S.F.	6,197.19	25.00	700.00	5,522.19
49-2319-60-00	Choir	1,953.78	0.00	0.00	1,953.78
49-2214-20-00	Class of 2014	768.95	40.00	0.00	808.95
49-2215-20-00	Class of 2015	15,509.15	70.00	171.71	15,407.44
49-2216-20-00	Class of 2016	1,426.73	0.00	0.00	1,426.73
49-2217-20-00	Class of 2017	457.54	0.00	0.00	457.54
49-2310-60-00	Colorguard	821.76	0.00	0.00	821.76
49-2340-50-00	F.B.L.A.	1,808.83	204.82	239.72	1,773.93
49-2243-50-00	F.F.A. -Nationals	11,146.36	7,161.00	8,171.00	10,136.36
49-2242-50-00	F.F.A. Activities	7,660.08	305.34	663.80	7,301.62
49-2249-50-00	F.F.A. Competitions	383.98	0.00	0.00	383.98
49-2246-50-00	F.F.A. Horse	443.26	0.00	0.00	443.26
49-2247-50-00	F.F.A. Materials	1,960.92	0.00	0.00	1,960.92
49-5225-10-00	F.F.A. Memorial Fund	2,332.00	0.00	0.00	2,332.00
49-2248-50-00	F.F.A. Ornamental Horticulture	14,701.69	100.00	192.12	14,609.57
49-2245-50-00	F.F.A. Plants	4,216.62	0.00	0.00	4,216.62
49-2244-50-00	F.F.A. Small Engine Equipment	4,146.13	0.00	0.00	4,146.13
49-2373-50-00	Fashion Club	4,485.01	0.00	0.00	4,485.01
49-2320-50-00	FCA Club	3.89	0.00	0.00	3.89
49-2250-50-00	FFA B.I.G.	965.26	0.00	0.00	965.26
49-2251-50-00	FFA West Fresno/Madera Section	4,841.26	1,325.00	0.00	6,166.26
49-2350-50-00	Friday Nite Live	183.09	0.00	0.00	183.09
49-2312-60-00	Guitar	755.49	0.00	0.00	755.49
49-2390-50-00	H.O.S.A.	2,678.19	1,000.00	1,000.00	2,678.19
49-2343-50-0	Hero	1,481.74	0.00	0.00	1,481.74
49-2369-50-00	History Club	985.32	17.00	0.00	1,002.32
49-2382-50-00	Indo Krew Club	68.76	0.00	0.00	68.76
49-2206-50-00	Key Club	1,046.75	0.00	0.00	1,046.75
49-2209-40-00	Link Crew	602.00	0.00	0.00	602.00
49-5230-10-00	M Wong Class of 85 Scholarship	2,000.00	0.00	2,000.00	0.00
49-2385-50-00	Opportunity Club	6,663.56	0.00	0.00	6,663.56
49-2316-70-00	Pep & Cheer Genl Fund Raiser	149.75	0.00	0.00	149.75
49-2378-50-00	Rainbow Alliance	1,773.70	0.00	0.00	1,773.70
49-2352-50-00	Science Club	1,269.58	40.00	0.00	1,309.58
49-2303-50-00	Slam Poetry Club	216.00	0.00	0.00	216.00
49-2358-50-00	Sober Grad	1,777.64	0.00	0.00	1,777.64
49-2347-50-00	Spanish Club	1,246.90	100.00	300.00	1,046.90
49-2375-50-00	Stallion Club	971.93	0.00	0.00	971.93

Account Num	Account Name	Beg Balance	Inflows	Outflows	End Balance
49-2344-30-00	Stallion P.E. (Girls/Boys)	10,371.74	21,486.00	110.00	31,747.74
49-2327-30-00	Stallion Softball	57.01	0.00	0.00	57.01
49-2336-50-00	Stallion Theatrical Company	19,897.85	0.00	898.59	18,999.26
49-2314-40-00	STDNT Government Parking Permits	2,490.60	20.00	0.00	2,510.60
49-2313-40-00	Student Government General	5,551.58	3,574.80	1,678.00	7,448.38
49-2208-30-00	Table Tennis	544.36	0.00	0.00	544.36
49-2309-50-00	The Spur (Yearbook)	503.74	9,511.40	1,910.00	8,105.14
49-2330-50-00	Yearbook Club	1,771.40	20.00	1,371.40	420.00
3001	Fund Balance	0.00	0.00	0.00	0.00
		<u>\$ 164,530.18</u>	<u>\$ 46,094.36</u>	<u>\$ 23,406.34</u>	<u>\$ 187,218.20</u>

Revenue

4001	Interest Income	\$ 4.40	\$ 4.26	\$ 0.00	\$ 8.66
		<u>\$ 4.40</u>	<u>\$ 4.26</u>	<u>\$ 0.00</u>	<u>\$ 8.66</u>

Expenses

5001	Bank Charges	\$ 50.00	\$ 50.00	\$ 0.00	\$ 100.00
		<u>\$ 50.00</u>	<u>\$ 50.00</u>	<u>\$ 0.00</u>	<u>\$ 100.00</u>

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

<u>Account Num</u>	<u>Account Name</u>	<u>Beg Balance</u>	<u>Inflows</u>	<u>Outflows</u>	<u>End Balance</u>
Assets					
56-1121-00-00	CASH, CHECKING	\$ 17,282.95	\$ 4,688.10	\$ 7,031.50	\$ 14,939.55
1201	Undeposited Funds	214.44	4,473.66	4,688.10	0.00
		<u>\$ 17,497.39</u>	<u>\$ 9,161.76</u>	<u>\$ 11,719.60</u>	<u>\$ 14,939.55</u>
Liabilities & Equity					
56-5220-10-00	Anderson Scholarship	\$ 780.50	\$ 0.00	\$ 0.00	\$ 780.50
56-2376-50-00	AVID	450.50	0.00	0.00	450.50
56-2305-60-00	Band	725.43	0.00	0.00	725.43
56-2320-30-00	Baseball	359.99	0.00	0.00	359.99
56-2321-30-10	Basketball (Boys')	324.00	0.00	264.00	60.00
56-2308-30-10	Block J	0.00	264.00	122.45	141.55
56-2318-50-00	C.J.S.F.	154.68	0.00	0.00	154.68
56-2316-70-00	Cheer	704.34	0.00	0.00	704.34
56-2319-60-00	Choir	1,646.39	51.66	0.00	1,698.05
56-2336-50-00	Drama Club	248.33	0.00	0.00	248.33
56-2324-30-00	Football	0.00	50.14	50.14	0.00
56-2358-50-00	Girls Involvement	109.29	0.00	0.00	109.29
56-2304-50-00	Mission 2012	329.89	0.00	0.00	329.89
56-2344-30-00	PE	3,577.19	0.00	0.00	3,577.19
56-2385-50-00	Peer Helpers	0.00	590.65	590.65	0.00
56-2327-30-00	Softball	507.09	0.00	0.00	507.09
56-2313-40-00	Student Government General	4,432.61	763.24	640.79	4,555.06
56-2329-30-00	Tennis	447.66	0.00	0.00	447.66
56-2309-50.00	Yearbook - Class	2,699.50	4,422.00	7,031.50	90.00
		<u>\$ 17,497.39</u>	<u>\$ 6,141.69</u>	<u>\$ 8,699.53</u>	<u>\$ 14,939.55</u>
Revenue					
		<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Expenses					
		<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
Assets					
39-1121-00-00	CASH, CHECKING	\$ 15,725.00	\$ 3,359.00	\$ 367.50	\$ 18,716.50
1201	Undeposited Funds	0.00	3,359.00	3,359.00	0.00
		<u>\$ 15,725.00</u>	<u>\$ 6,718.00</u>	<u>\$ 3,726.50</u>	<u>\$ 18,716.50</u>
Liabilities & Equity					
39-2310-30-00	Athletics	\$ 581.22	\$ 0.00	\$ 0.00	\$ 581.22
39-2376-50-00	AVID	640.42	0.00	0.00	640.42
39-2318-50-00	CJSF	1,414.12	0.00	0.00	1,414.12
39-2346-50-00	Intl Club	135.32	0.00	0.00	135.32
39-2385-50-00	Peer Helpers	267.33	0.00	0.00	267.33
39-2313-40-00	Student Council	9,806.24	3,359.00	365.50	12,799.74
39-2330-50-00+	Yearbook Club	2,880.35	0.00	0.00	2,880.35
3001	Fund Balance	0.00	0.00	0.00	0.00
		<u>\$ 15,725.00</u>	<u>\$ 3,359.00</u>	<u>\$ 365.50</u>	<u>\$ 18,718.50</u>
Revenue					
		<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Expenses					
5001	Bank Charges	\$ 0.00	\$ 2.00	\$ 0.00	\$ 2.00
39-2314-40-00	Cash Over/Short Account	0.00	0.00	0.00	0.00
		<u>\$ 0.00</u>	<u>\$ 2.00</u>	<u>\$ 0.00</u>	<u>\$ 2.00</u>

Account Num	Account Name	Beg Balance	Inflows	Outflows	End Balance
Assets					
60-1121-00-00	Checking	\$ 11,810.85	\$ 9,080.90	\$ 0.00	\$ 20,891.75
1201	Undeposited Funds	0.00	9,080.90	9,080.90	0.00
		<u>\$ 11,810.85</u>	<u>\$ 18,161.80</u>	<u>\$ 9,080.90</u>	<u>\$ 20,891.75</u>
Liabilities & Equity					
2001	Accounts Payable	\$ 1,289.50	\$ 0.00	\$ 0.00	\$ 1,289.50
60-2313-40-00	ASB	3,785.97	328.90	0.00	4,114.87
60-2305-60-00	Band	120.00	0.00	0.00	120.00
60-2330-50-00	Block D	1,621.65	8,752.00	0.00	10,373.65
60-2318-50-00	CJSF	68.00	0.00	0.00	68.00
60-2355-50-00	Gamers	177.26	0.00	0.00	177.26
60-2385-50-00	Peer Helpers	953.77	0.00	0.00	953.77
60-2302-50-00	Principal's Incentive Account	279.46	0.00	0.00	279.46
60-2367-50-00	Science Club	218.01	0.00	0.00	218.01
60-2309-50-00	Yearbook	1,977.23	0.00	0.00	1,977.23
3001	Fund Balance	1,320.00	0.00	0.00	1,320.00
		<u>\$ 11,810.85</u>	<u>\$ 9,080.90</u>	<u>\$ 0.00</u>	<u>\$ 20,891.75</u>
Revenue					
		<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Expenses					
		<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Approval of September 2014 Payroll Payment Order

Responsible Staff: Teri Bradshaw, Director of Fiscal Services

Agenda Placement: Consent

Background/ rationale:

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

Financial impact:

Financial impact of payroll warrants processed from 09/4/2014 through 09/30/2014:

	CURRENT YR 9/4/2014	CURRENT YR 9/15/2014	CURRENT YR 9/30/2014
FOR ALL FUNDS:	\$2,589.08	\$3,236.65	\$12,316,328.80
CANCELLED WARRANTS:	\$0.00	\$0.00	\$0.00
TOTAL:	\$2,589.08	\$3,236.65	\$12,316,328.80

GRAND TOTAL **\$12,322,154.53**

Superintendent's recommendation:

Superintendent recommends approval of the Payroll Payment Order.

Supporting documents attached:

- Payment Orders for Checks Processed on:
 - 9/04/2014
 - 9/15/2014
 - 9/30/2014

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

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

CHECK DATE: 9/4/2014

BOARD DATE: 10/28/2014

PAYROLL PRELIST IN REQUEST: SEPTEMBER 2014 SUPPLEMENTAL

TOTAL REQUESTS BY FUND FOR PAYMENT:

TOTALS BY FUNDS:

83500	01 GENERAL FUND	<u>Gross</u> - \$	2,299.75	<u>Ret H/W</u> - \$	-	<u>PERS Red</u> - \$	-	
		<u>Fica</u> - \$	142.59	<u>H/W</u> - \$	-	<u>W/C</u> - \$	40.38	
		<u>Medi</u> - \$	33.35	<u>PERS</u> - \$	26.10	<u>Ret H/W Adj</u> - \$	45.77	
		<u>SUI</u> - \$	1.14	<u>STRS</u> - \$	-			\$ 2,589.08
83510	11 ADULT ED	<u>Gross</u> -		<u>Ret H/W</u> -		<u>PERS Red</u> -		
		<u>Fica</u> -		<u>H/W</u> -		<u>W/C</u> -		
		<u>Medi</u> -		<u>PERS</u> -		<u>Ret H/W Adj</u> - \$	-	
		<u>SUI</u> -		<u>STRS</u> -				\$ -
83550	12 CHILD DEVELOPMENT	<u>Gross</u> -		<u>Ret H/W</u> -		<u>PERS Red</u> -		
		<u>Fica</u> -		<u>H/W</u> -		<u>W/C</u> -		
		<u>Medi</u> -		<u>PERS</u> -		<u>Ret H/W Adj</u> - \$	-	
		<u>SUI</u> -		<u>STRS</u> -				\$ -
83540	13 CAFETERIA	<u>Gross</u> -		<u>Ret H/W</u> -		<u>PERS Red</u> -		
		<u>Fica</u> -		<u>H/W</u> -		<u>W/C</u> -		
		<u>Medi</u> -		<u>PERS</u> -		<u>Ret H/W Adj</u> - \$	-	
		<u>SUI</u> -		<u>STRS</u> -				\$ -
83530	25 DEVELOPER FEES	<u>Gross</u> -		<u>Ret H/W</u> -		<u>PERS Red</u> -		
		<u>Fica</u> -		<u>H/W</u> -		<u>W/C</u> -		
		<u>Medi</u> -		<u>PERS</u> -		<u>Ret H/W Adj</u> - \$	-	
		<u>SUI</u> -		<u>STRS</u> -				\$ -
83730	35 SCHOOL FACILITIES	<u>Gross</u> -		<u>Ret H/W</u> -		<u>PERS Red</u> -		
		<u>Fica</u> -		<u>H/W</u> -		<u>W/C</u> -		
		<u>Medi</u> -		<u>PERS</u> -		<u>Ret H/W Adj</u> - \$	-	
		<u>SUI</u> -		<u>STRS</u> -				\$ -
GRAND TOTAL:								\$ 2,589.08

BY ORDER OF THE GOVERNING BOARD THE COUNTY SUPERINTENDENT OF SCHOOLS & THE AUDITOR OF MADERA COUNTY ARE HEREBY AUTHORIZED TO TRANSFER THE ABOVE LISTED FUNDS TO THE SCHOOLS WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING. PAYROLL REVOLVING FUND (E.C. 42546). THEY ARE FURTHER AUTHORIZED TO DRAW

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

DATE: 9-4-14

PAYMENT ORDER PREPARED BY: MARISOL INIGUEZ
PAYROLL ACCOUNTING TECH V

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

AUDITED BY: _____ DATE: _____

Payroll Summary

Employer Summary for Payroll Dated : 9/4/2014 8:34:00 AM

A	B	C	D	E	F	G	H	I	J	K	L	M		
EMPR	Ext.Gross	Gross/Rate	Allt. Ret Ben	Fica Ben	Medi Ben	Sdi Ben	Oth4 Ben	Sui Ben	H/W Ben	Pers Ben	Strs Ben	P/R Ben	WComp Ben	Docks
	Ret. Base	Oth1 Ben	Oth2 Ben	Oth3 Ben	Oth4 Ben									
	2,299.75	1,420.56	0.00	142.59	33.35	0.00	1.14	0.00	26.10	0.00	0.00	0.00	40.38	584.64
		112.32	0.00	0.00	0.00	0.00								
	SUI Wages : 2,299.75													

Payroll Summary

10/02/2014

Page 2 of 2

Employer Summary for Payroll Dated : 9/4/2014 8:34:00 AM

9:59 am

A	B	C	D	E	F	G	H	I	J	K	L	M	
EMPR	Ext.Gross	Gross/Rate	Alt. Ret Ben	Fica Ben	Medi Ben	Sdi Ben	Sui Ben	H/W Ben	Pers Ben	Strs Ben	P/R Ben	WComp Ben	Docks
	Ret. Base	Oth1 Ben	Oth2 Ben	Oth3 Ben	Oth4 Ben								
	2,299.75	1,420.56	0.00	142.59	33.35	0.00	1.14	0.00	28.10	0.00	0.00	40.38	584.64
	112.32	0.00	0.00	0.00	0.00								

SUI Wages : 2,299.75

Totals by type:	
\$ 2,299.75	Gross
\$ 142.59	Fica
\$ 33.35	Medi
\$ 1.14	SUI
\$ -	Ret H/W
\$ 45.77	*Ret H/W 1.99% adj
\$ -	H/W
\$ 26.10	PERS
\$ -	STRS
\$ -	PERS Red
\$ 40.38	W/C
\$ 2,589.08	Total
\$ 584.64	Dock Recap
.	
<i>*To be adjusted</i>	
<i>Not on Summary Report</i>	

District Totals: MADERA UNIFIED

Number Of Employees: 3

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

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

CHECK DATE: 9/15/2014
BOARD DATE: 10/28/2014

PAYROLL PRELIST IN REQUEST: SEPTEMBER 2014 MID MONTH

TOTAL REQUESTS BY FUND FOR PAYMENT:

TOTALS BY FUNDS:

83500	01 GENERAL FUND	<u>Gross</u> - \$	247.24	<u>Ret H/W</u> - \$	-	<u>PERS Red</u> - \$	-	
		<u>Fica</u> - \$	15.33	<u>H/W</u> - \$	-	<u>W/C</u> - \$	4.34	
		<u>Medi</u> - \$	3.58	<u>PERS</u> - \$	-	<u>Ret H/W Adj</u> - \$	4.92	
		<u>SUI</u> - \$	0.12	<u>STRS</u> - \$	-			\$ 275.53
83510	11 ADULT ED	<u>Gross</u> -		<u>Ret H/W</u> -		<u>PERS Red</u> -		
		<u>Fica</u> -		<u>H/W</u> -		<u>W/C</u> -		
		<u>Medi</u> -		<u>PERS</u> -		<u>Ret H/W Adj</u> - \$	-	
		<u>SUI</u> -		<u>STRS</u> -				\$ -
83550	12 CHILD DEVELOPMENT	<u>Gross</u> -		<u>Ret H/W</u> -		<u>PERS Red</u> -		
		<u>Fica</u> -		<u>H/W</u> -		<u>W/C</u> -		
		<u>Medi</u> -		<u>PERS</u> -		<u>Ret H/W Adj</u> - \$	-	
		<u>SUI</u> -		<u>STRS</u> -				\$ -
83540	13 CAFETERIA	<u>Gross</u> - \$	2,657.00	<u>Ret H/W</u> - \$	-	<u>PERS Red</u> - \$	-	
		<u>Fica</u> - \$	164.73	<u>H/W</u> - \$	-	<u>W/C</u> - \$	46.66	
		<u>Medi</u> - \$	38.53	<u>PERS</u> - \$	-	<u>Ret H/W Adj</u> - \$	52.87	
		<u>SUI</u> - \$	1.33	<u>STRS</u> - \$	-			\$ 2,961.12
83530	25 DEVELOPER FEES	<u>Gross</u> -		<u>Ret H/W</u> -		<u>PERS Red</u> -		
		<u>Fica</u> -		<u>H/W</u> -		<u>W/C</u> -		
		<u>Medi</u> -		<u>PERS</u> -		<u>Ret H/W Adj</u> - \$	-	
		<u>SUI</u> -		<u>STRS</u> -				\$ -
83730	35 SCHOOL FACILITIES	<u>Gross</u> -		<u>Ret H/W</u> -		<u>PERS Red</u> -		
		<u>Fica</u> -		<u>H/W</u> -		<u>W/C</u> -		
		<u>Medi</u> -		<u>PERS</u> -		<u>Ret H/W Adj</u> - \$	-	
		<u>SUI</u> -		<u>STRS</u> -				\$ -
GRAND TOTAL:								\$ 3,236.65

BY ORDER OF THE GOVERNING BOARD THE COUNTY SUPERINTENDENT OF SCHOOLS & THE AUDITOR OF MADERA COUNTY ARE HEREBY AUTHORIZED TO TRANSFER THE ABOVE LISTED FUNDS TO THE SCHOOLS WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING. PAYROLL REVOLVING FUND (E.C. 42546). THEY ARE FURTHER AUTHORIZED TO DRAW

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

DATE: 9/15/14

PAYMENT ORDER PREPARED BY: MARISOL INIGUEZ
PAYROLL ACCOUNTING TECH V

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

AUDITED BY: _____ DATE: _____

Payroll Summary

Employer Summary for Payroll Dated : 9/15/2014 9:14:00 AM

10/02/2014

10:08 am

EMPR	A	B	C	D	E	F	G	H	I	J	K	L	M	Docks
	Ext.Gross	Gross/Rate	Alt. Ret Ben	Fica Ben	Medi Ben	Sdi Ben	Sui Ben	H/W Ben	Pers Ben	Strs Ben	P/R Ben	WComp Ben		
		Ret. Base	Oth1 Ben	Oth2 Ben	Oth3 Ben	Oth4 Ben								
	247.24	44.15	0.00	15.33	3.58	0.00	0.12	0.00	0.00	0.00	0.00	4.34		0.00
		44.15	0.00	0.00	0.00	0.00								

SUI Wages : 247.24

Fund Totals : General Fund

Number Of Employees: 1

Payroll Summary

10/02/2014
10:08 am

Employer Summary for Payroll Dated : 9/15/2014 9:14:00 AM

EMPR	A		B		C		D		E		F		G		H		I		J		K		L		M	
	Ext.Gross	Gross/Rate	Alt. Ret Ben		Fica Ben		Medi Ben		Sdi Ben		Sui Ben		H/W Ben		Pers Ben		Strs Ben		P/R Ben		WComp Ben		Docks			
			Ret. Base	Oth1 Ben	Oth2 Ben	Oth3 Ben	Oth4 Ben																			
	2,657.00	26.57	0.00	164.73	38.53	0.00	1.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		26.57	0.00	0.00	0.00	0.00																				

SUI Wages : 2,657.00

Fund Totals : Cafeteria Fund

Number Of Employees: 1

Payroll Summary

Employer Summary for Payroll Dated : 9/15/2014 9:14:00 AM

	A	B	C	D	E	F	G	H	I	J	K	L	M
EMPR	Ext.Gross	Gross/Rate	Alt. Ret Ben	Fica Ben	Medi Ben	Sdi Ben	Sui Ben	H/W Ben	Pers Ben	Strs Ben	P/R Ben	WComp Ben	Docks
	Ret. Base		Oth1 Ben	Oth2 Ben	Oth3 Ben	Oth4 Ben							
	2,904.24	70.72	0.00	180.06	42.11	0.00	1.45	0.00	0.00	0.00	0.00	51.00	0.00
		70.72	0.00	0.00	0.00	0.00							
	SUI Wages : 2,904.24												

Totals by type:	
\$ 2,904.24	Gross
\$ 180.06	Fica
\$ 42.11	Medi
\$ 1.45	SUI
\$ -	Ret H/W
\$ 57.79	*Ret H/W 1.99% adj
\$ -	H/W
\$ -	PERS
\$ -	STRS
\$ -	PERS Red
\$ 51.00	W/C
\$ 3,236.65	Total
\$ -	Dock Recap
.	
*To be adjusted	
Not on Summary Report	

District Totals: MADERA UNIFIED

Number Of Employees: 2

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

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

CHECK DATE: 9/30/2014

BOARD DATE: 10/28/2014

PAYROLL PRELIST IN REQUEST: SEPTEMBER 2014 REGULAR

TOTAL REQUESTS BY FUND FOR PAYMENT:

TOTALS BY FUNDS:

83500	01 GENERAL FUND	<u>Gross</u> - \$ 8,136,255.98	<u>Ret H/W</u> - \$ 161,957.03	<u>PERS Red</u> -		
		<u>Fica</u> - \$ 110,475.53	<u>H/W</u> - \$ 2,295,053.17	<u>W/C</u> - \$ 138,597.92		
		<u>Medi</u> - \$ 111,177.58	<u>PERS</u> - \$ 188,365.14	<u>Ret H/W Adj</u> - \$ (45.54)		
		<u>SUI</u> - \$ 3,945.68	<u>STRS</u> - \$ 552,481.49	-		\$ 11,698,263.98
83510	11 ADULT ED	<u>Gross</u> - \$ 59,599.87	<u>Ret H/W</u> - \$ 1,186.05	<u>PERS Red</u> -		
		<u>Fica</u> - \$ 1,812.44	<u>H/W</u> - \$ 12,051.18	<u>W/C</u> - \$ 1,035.63		
		<u>Medi</u> - \$ 855.19	<u>PERS</u> - \$ 2,708.85	<u>Ret H/W Adj</u> - \$ (0.01)		
		<u>SUI</u> - \$ 29.49	<u>STRS</u> - \$ 2,560.24	-		\$ 81,838.93
83550	12 CHILD DEVELOPMENT	<u>Gross</u> - \$ 90,029.44	<u>Ret H/W</u> - \$ 1,796.40	<u>PERS Red</u> -		
		<u>Fica</u> - \$ 3,265.17	<u>H/W</u> - \$ 25,233.08	<u>W/C</u> - \$ 1,526.56		
		<u>Medi</u> - \$ 1,260.54	<u>PERS</u> - \$ 4,287.67	<u>Ret H/W Adj</u> - \$ (4.81)		
		<u>SUI</u> - \$ 43.49	<u>STRS</u> - \$ 3,229.50	-		\$ 130,667.04
83540	13 CAFETERIA	<u>Gross</u> - \$ 241,605.31	<u>Ret H/W</u> - \$ 4,808.09	<u>PERS Red</u> - \$ -		
		<u>Fica</u> - \$ 14,300.57	<u>H/W</u> - \$ 101,194.67	<u>W/C</u> - \$ 4,052.20		
		<u>Medi</u> - \$ 3,344.49	<u>PERS</u> - \$ 23,450.73	<u>Ret H/W Adj</u> - \$ (0.14)		
		<u>SUI</u> - \$ 115.26	<u>STRS</u> - \$ -	-		\$ 392,871.18
83530	25 DEVELOPER FEES	<u>Gross</u> - \$ 8,178.84	<u>Ret H/W</u> - \$ 162.76	<u>PERS Red</u> - \$ -		
		<u>Fica</u> - \$ 488.01	<u>H/W</u> - \$ 2,154.44	<u>W/C</u> - \$ 138.21		
		<u>Medi</u> - \$ 114.14	<u>PERS</u> - \$ 962.73	<u>Ret H/W Adj</u> - \$ (0.00)		
		<u>SUI</u> - \$ 3.93	<u>STRS</u> - \$ -	-		\$ 12,203.06
83730	35 SCHOOL FACILITIES	<u>Gross</u> - \$ 283.00	<u>Ret H/W</u> - \$ 5.63	<u>PERS Red</u> -		
		<u>Fica</u> - \$ 14.45	<u>H/W</u> - \$ 140.64	<u>W/C</u> - \$ 4.09		
		<u>Medi</u> - \$ 3.38	<u>PERS</u> - \$ 33.31	<u>Ret H/W Adj</u> - \$ 0.00		
		<u>SUI</u> - \$ 0.12	<u>STRS</u> -	-		\$ 484.62
GRAND TOTAL:						\$ 12,316,328.80

BY ORDER OF THE GOVERNING BOARD THE COUNTY SUPERINTENDENT OF SCHOOLS & THE AUDITOR OF MADERA COUNTY ARE HEREBY AUTHORIZED TO TRANSFER THE ABOVE LISTED FUNDS TO THE SCHOOLS WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING. PAYROLL REVOLVING FUND (E.C. 42546). THEY ARE FURTHER AUTHORIZED TO DRAW

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

DATE: 9/30/14

PAYMENT ORDER PREPARED BY: MARISOL INIGUEZ
PAYROLL ACCOUNTING TECH V

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

AUDITED BY: _____

DATE: _____

0100 General Fund

Employer Summary for Payroll Dated : 9/30/2014 8:26:00 AM

10:17 am

EMPR	A		B		C		D		E		F		G		H		I		J		K		L		M	
	Ext.Gross	Gross/Rate	Alt. Ret Ben		Fica Ben		Medi Ben		Sdi Ben		Sui Ben		HW Ben		Pers Ben		Strs Ben		P/R Ben		WComp Ben		Docks			
			Ret. Base	Oth1 Ben	Oth2 Ben	Oth3 Ben	Oth4 Ben																			
	8,136,255.98	7,820,861.96	0.00	110,475.53	111,177.58	0.00	3,945.68	2,295,053.17	188,365.14	552,481.49	0.00	138,597.92	24,411.03													
		46,612,217.90	0.00	0.00	161,957.03	0.00																				

SUI Wages : 8,145,632.50

Fund Totals : General Fund

Number Of Employees: 1,920

1100 Adult Education Fund

Employer Summary for Payroll Dated : 9/30/2014 8:26:00 AM

10:17 am

EMPR	A	B		C		D		E		F		G	H	I	J	K	L	Docks	4	5
		Ext.Gross	Gross/Rate	Alt. Ret Ben	Fica Ben	Medi Ben	Sdi Ben	Oth3 Ben	Oth4 Ben	Sui Ben	H/W Ben	Pers Ben	Strs Ben	P/R Ben	WComp Ben					
		59,599.87	41,034.57	0.00	1,812.44	855.19	0.00	29.49	12,051.18	2,708.85	2,560.24	0.00	1,035.63	0.00						
		1,795,705.69	0.00	0.00	0.00	1,186.05	0.00													

SUJ Wages : 59,599.87

Fund Totals : Adult Education Fund

Number Of Employees: 32

Payroll Summary

10/02/2014

Page 3 of 7

Employer Summary for Payroll Dated : 9/30/2014 8:28:00 AM

10:17 am

A	B	C	D	E	F	G	H	I	J	K	L	M	
EMPR	Ext.Gross	Gross/Rate	Alt. Ret Ben	Fica Ben	Medi Ben	Sdi Ben	Sui Ben	H/W Ben	Pers Ben	Strs Ben	P/R Ben	WComp Ben	Docks
	Ret. Base	Oth1 Ben	Oth2 Ben	Oth3 Ben	Oth4 Ben								
	90,029.44	79,555.03	0.00	3,265.17	1,260.54	0.00	43.49	25,233.08	4,287.67	3,229.50	0.00	1,526.56	244.91
	132,240.02	0.00	0.00	0.00	1,796.40	0.00							

SUI Wages : 90,019.67

Fund Totals : Child Development Fund

Number Of Employees: 61

Payroll Summary

10/02/2014

Page 4 of 7

Employer Summary for Payroll Dated : 9/30/2014 8:26:00 AM

10:17 am

EMPR	A	B	C	D	E	F	G	H	I	J	K	L	M
	Ext.Gross	Gross/Rate	Alt. Ret Ben	Fica Ben	Medi Ben	Sdi Ben	Sui Ben	H/W Ben	Pers Ben	Strs Ben	P/R Ben	WComp Ben	Docks
		Ret. Base	Oth1 Ben	Oth2 Ben	Oth3 Ben	Oth4 Ben							
	241,605.31	221,400.31	0.00	14,300.57	3,344.49	0.00	115.26	101,194.67	23,450.73	0.00	0.00	4,052.20	1,648.12
		124,949.43	0.00	0.00	4,808.09	0.00							

SUI Wages : 241,497.31

Fund Totals : Cafeteria Fund

Number Of Employees: 169

Payroll Summary

10/02/2014

Employer Summary for Payroll Dated : 9/30/2014 8:26:00 AM

10:17 am

A	B	C	D	E	F	G	H	I	J	K	L	M
Ext.Gross	Gross/Rate	Alt. Ret Ben	Fica Ben	Medi Ben	Sdl Ben	Sui Ben	H/W Ben	Pers Ben	Strs Ben	P/R Ben	WComp Ben	Docks
	Ret. Base	Oth1 Ben	Oth2 Ben	Oth3 Ben	Oth4 Ben							
8,178.84	8,178.84	0.00	488.01	114.14	0.00	3.93	2,154.44	962.73	0.00	0.00	138.21	0.00
	9,985.36	0.00	0.00	162.76	0.00							

SUI Wages : 8,178.84

Fund Totals : Capital Facilities Fund

Number Of Employees: 3

Payroll Summary

Employer Summary for Payroll Dated : 9/30/2014 8:26:00 AM

10/02/2014

10:17 am

EMP	A	B	C	D	E	F	G	H	I	J	K	L	M
	Ext.Gross	Gross/Rate	Alt. Ret Ben	Fica Ben	Medi Ben	Sdi Ben	Sui Ben	HW Ben	Pers Ben	Strs Ben	P/R Ben	WComp Ben	Docks

SUI Wages : 283.00

Fund Totals : County School Facilities Fund

Number Of Employees:

1

Payroll Summary

10/02/2014

10:17 am

Employer Summary for Payroll Dated : 9/30/2014 8:26:00 AM

EMPR	A	B	C	D	E	F	G	H	I	J	K	L	M
	Ext.Gross	Gross/Rate	Alt. Ret Ben	Fica Ben	Medi Ben	Sdi Ben	Sui Ben	H/W Ben	Pers Ben	Strs Ben	P/R Ben	WComp Ben	Docks
		Ret. Base	Oth1 Ben	Oth2 Ben	Oth3 Ben	Oth4 Ben							
	8,535,952.44	8,171,313.71	0.00	130,356.17	116,755.32	0.00	4,137.97	2,435,827.18	219,808.43	558,271.23	0.00	145,354.61	26,304.06
		48,675,130.93	0.00	0.00	169,915.96	0.00							

SUI Wages : 8,545,211.18

Totals by type:	
\$ 8,535,952.44	Gross
\$ 130,356.17	Fica
\$ 116,755.32	Medi
\$ 4,137.97	SUI
\$ 169,915.96	Ret H/W
\$ (50.51)	*1.99% Ret H/W adj.
\$ 2,435,827.18	H/W
\$ 219,808.43	PERS
\$ 558,271.23	STRS
\$ -	PERS Red
\$ 145,354.61	W/C
\$ 12,316,328.80	Total
\$ 26,304.06	Dock recap
<i>*To be adjusted</i>	
<i>Not on Summary Report</i>	

District Totals: MADERA UNIFIED

Number Of Employees: 2,096



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Approval of August 31, 2014 Financial Report

Responsible Staff: Teri Bradshaw, Director of Fiscal Services

Agenda Placement: Consent

Background/ rationale:

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

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

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

The Cash Flow Statement is a statement of General Fund actual revenues, expenditures, and cash balance through August 31, 2014 and projected revenues, expenditures, and cash balance through June 30, 2015.

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

Financial impact:

Net financial impact to General Fund = [\$240,786] decrease in projected fund balance and an increase of \$645,909 to other funds.

Superintendent's recommendation:

Superintendent recommends approval of the August 31, 2014 Financial Report.

Supporting documents attached:

Combined Balance Sheet as of August 31, 2014
General Fund Cash Flow & Chart through August 31, 2014
Revenue Pie Chart by Funding Source
Expenditure Chart by Object Code

Combined Balance Sheet - All Fund Types - August 31, 2014

ASSETS:	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	\$ 44,381,093.45	\$ 1,228,101.97	\$ 60,241.41	\$ 3,847,333.04	\$ 674,266.22	\$ 13,607,229.63	\$ 4,579,277.06	\$ 224,811.56
b) Fair Value Adj to Cash in Cnty Treas								
c) in Revolving Fund	28,000.00	2,000.00		3,140.00				
d) with Fiscal Agent								
e) Collections Awaiting/Clearing								
2. Investments								
3. Accounts Receivable	2,269,668.82	231,624.39	194,802.42	334,324.95	200.00	5,030.00	2,000.00	200.00
4. Due from Other Funds	325,000.00							
5. Stores Accounts	551,289.95			267,091.79				
6. Prepaid Expenditures	-							
7. Other Current Assets	-							
Total Assets	\$ 47,555,052.22	\$ 1,461,726.36	\$ 255,043.83	\$ 4,451,889.78	\$ 674,466.22	\$ 13,612,259.63	\$ 4,581,277.06	\$ 225,011.56
Revenue Budget	\$ 178,881,091.00	\$ 1,180,686.00	\$ 1,938,748.00	\$ 10,865,808.00	\$ 1,261,231.00	\$ 4,502,806.00	\$ 2,020,000.00	\$ 722,917.00
Less: Revenue Received to Date	(15,182,489.11)	(612,498.83)	-	(717.27)	(1,260,231.00)	-	(251,585.17)	-
Total Assets	\$ 211,253,654.11	\$ 2,029,913.53	\$ 2,193,791.83	\$ 15,316,980.51	\$ 675,466.22	\$ 18,115,065.63	\$ 6,349,691.89	\$ 947,928.56
LIABILITIES AND FUND BALANCE:								
Liabilities:								
1. Accounts Payable	\$ 1,543,677.09	\$ -	\$ -	\$ (7.05)	\$ -	\$ -	\$ -	\$ -
2. Holding Accounts - Benefits	3,457,947.97	1,614.31	7,091.69	6,095.71			332.85	
3. Federal Tax Holding	-							
4. Use Tax Liability	761.91			(251.91)				
5. Other Current Liabilities	1,574.82							
6. Deferred Payroll	341,462.42							
7. Due to Other Funds/Current Loans	-		325,000.00					
8. Deferred Revenue	-							
Total Liabilities	\$ 5,345,424.21	\$ 1,614.31	\$ 332,091.69	\$ 5,836.75	\$ -	\$ -	\$ 332.85	\$ -
Expense Budget	\$ 188,654,087.00	\$ 1,289,483.00	\$ 2,011,763.00	\$ 11,392,210.00	\$ 1,260,231.00	\$ 15,140,043.00	\$ 735,277.00	\$ 721,717.00
Less: Expenditures to Date	(18,624,636.01)	(88,951.01)	(150,062.73)	(540,893.80)	(585,964.95)	-	(571,434.62)	-
Total Liabilities	\$ 175,374,875.20	\$ 1,202,146.30	\$ 2,193,791.96	\$ 10,857,152.95	\$ 674,266.05	\$ 15,140,043.00	\$ 164,175.23	\$ 721,717.00
Adjustment for Restatements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Ending Balance	\$ 35,878,778.91	\$ 827,767.23	\$ (0.13)	\$ 4,459,827.56	\$ 1,200.17	\$ 2,975,022.63	\$ 6,185,516.66	\$ 226,211.56
Total Liabilities and Fund Balance	\$ 211,253,654.11	\$ 2,029,913.53	\$ 2,193,791.83	\$ 15,316,980.51	\$ 675,466.22	\$ 18,115,065.63	\$ 6,349,691.89	\$ 947,928.56
Nonspendable: Revolving Cash, Stores, Prepd Exp.	579,290	2,000	-	270,232	-	-	-	-
Restricted: C/O - Entitlements/Local Projects	-	-	(0)	4,189,596	-	2,975,023	6,185,517	226,212
Committed:		825,767	-	-	1,200	-	-	-
Assigned: C/O - Other/ Tier III/Equip Rplcmnt			-	-	-	-	-	-
G.A.S.B. 16	2,372,433	-	-	-	-	-	-	-
Reserve for Economic Uncertainties	390,117	-	-	-	-	-	-	-
Unassigned/Unappropriated Amount	5,659,623	-	-	-	-	-	-	-
	26,877,316	-	-	-	-	-	-	-

Combined Balance Sheet - All Fund Types - August 31, 2014

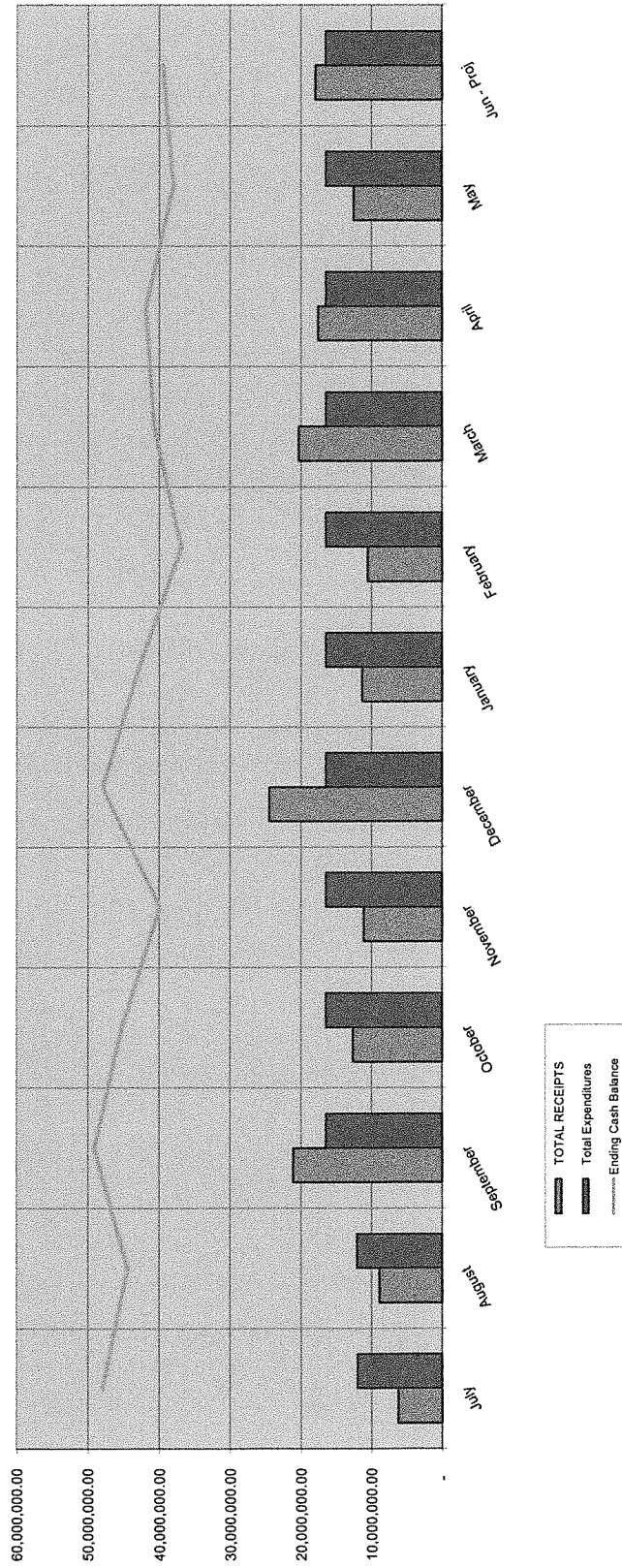
Acct Code	Fund 35 County School Facilities Fund	Fund 40 Special Reserve Capital	Fund 41 Special Reserve Building	Fund 56 Debt Service Fund	Fund 73 Foundation Trust Scholarship	Fund 75 Foundation Trust Mem. Scholarship	Total All Funds
ASSETS:							
1. Cash							
a) In County Treasury							
b) Fair Value Adj to Cash in Cnty Treas							
c) In Revolving Fund							
d) with Fiscal Agent							
e) Collections Awaiting/Clearing							
2. Investments							
3. Accounts Receivable							
4. Due from Other Funds							
5. Stores Accounts							
6. Prepaid Expenditures							
7. Other Current Assets							
Total Assets							
Revenue Budget							
Less: Revenue Received to Date							
LIABILITIES AND FUND BALANCE:							
Liabilities:							
1. Accounts Payable							
2. Holding Accounts - Benefits							
3. Federal Tax Holding							
4. Use Tax Liability							
5. Other Current Liabilities							
6. Deferred Payroll							
7. Due to Other Funds/Current Loans							
8. Deferred Revenue							
Total Liabilities							
Expense Budget							
Less: Expenditures to Date							
Total Liabilities							
Adjustment for Restatements							
Projected Ending Balance							
Total Liabilities and Fund Balance							
Nonspendable: Revolving Cash, Stores, Prepd Exp.							
Restricted: C/O - Entitlements/Local Projects							
Committed:							
Assigned: C/O - Other/Tier III/Equip Rplcmnt							
G.A.S.B. 16							
Reserve for Economic Uncertainties							
Unassigned/Unappropriated Amount							

**2014-15 Cash Flow Statement
Actuals through 8/31/2014**

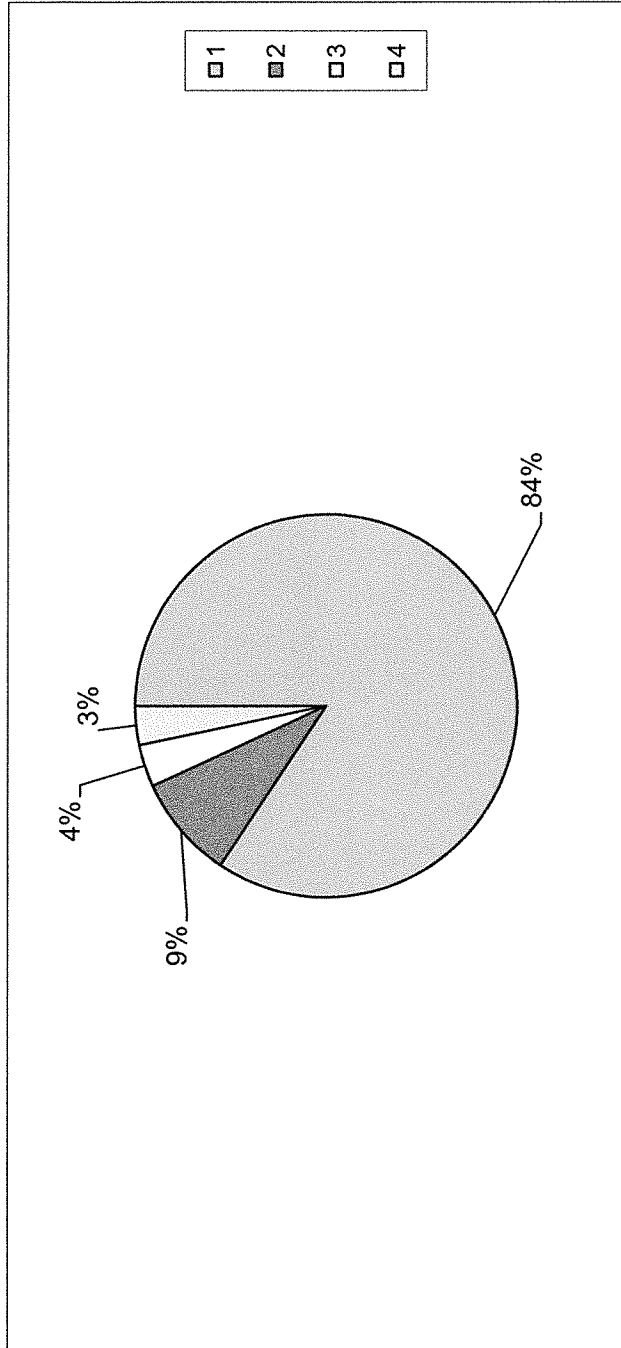
	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12	Column13	Column14	Column15	Column16	Column17	Column18	Column19	Column20	Column21	Column22	Column23	Column24	Column25	Column26	Column27
A. 8/31/2014																										
B. Beginning Cash Balance	34,147,460.42	47,915,653.89	44,381,093.45	49,035,083.50	45,213,153.49	39,886,745.49	47,885,677.31	42,779,846.30	36,879,979.29	40,759,541.04	41,873,523.33	37,917,692.75														
RECEIPTS																										
Revenue Limit Sources																										
Property Taxes			5,137,933.08	-	-	-	-	-	-	5,504,928.30	-	2,568,966.54	-													18,349,761.00
Principal Apportionment	5,565,294.00	5,565,294.00	15,365,592.11	10,133,487.36	10,133,487.36	15,365,592.11	10,133,487.36	10,133,487.36	15,365,592.11	10,133,487.36	10,133,487.36	11,987,692.99	3,506,672.00													133,522,723.48
Miscellaneous Funds		(58,113.46)	(91,045.00)	(91,045.00)	(91,045.00)	(91,045.00)	(91,045.00)	(91,045.00)	(91,045.00)	(91,045.00)	(91,045.00)	(91,042.54)	-													(988,561.00)
Total Revenue Limit	5,565,294.00	5,507,180.54	20,412,480.19	10,042,442.36	10,042,442.36	20,412,480.19	10,042,442.36	10,042,442.36	15,274,547.11	15,547,370.66	10,042,442.36	14,465,686.99	3,506,672.00													150,903,923.48
Federal Income	499,198.15	1,947,717.83	232,579.00	768,500.00		27,333,533.00	810,240.00	16,204.00	2,901,464.00	1,626,125.00	2,007,736.00	2,252,875.02	-													15,695,736.00
State Income	14,259.57	1,158,202.80	-	1,325,637.00	589,663.00	811,432.00	-	-	1,662,064.00	-	12,504.43	0.20														6,372,599.00
Other Local Income	277,118.13	212,958.09	430,922.23	463,478.00	463,478.00	463,478.00	463,478.00	463,478.00	463,478.00	463,478.00	463,478.00	1,224,425.55	-													5,653,246.00
Interfund Transfers In	-	-	-	-	-	-	-	-	-	-	-	-	-													20,000.00
All Other Financing Sources	-	-	3,559.00	3,559.00	3,559.00	3,559.00	3,559.00	3,559.00	3,559.00	3,559.00	3,559.00	3,554.00	-													35,585.00
Other Receipts/Non-Revenue	(151,186.73)	23,063.95	-	-	-	-	-	-	-	-	-	-	-													776,167.17
Current Year Tran Revenue																										
Prior Year Tran Revenue																										
C. TOTAL RECEIPTS	6,205,243.12	8,849,123.21	21,079,540.42	12,603,620.36	11,099,142.36	24,424,482.19	11,319,716.38	10,925,683.36	20,305,112.11	17,539,532.66	12,529,719.79	17,946,541.76	5,229,797.95													179,657,258.65
DISBURSEMENTS																										
Certified Salaries	867,441.79	6,213,326.28	6,790,733.00	6,790,733.00	6,790,733.00	6,790,733.00	6,790,733.00	6,790,733.00	6,790,733.00	6,790,733.00	6,790,733.00	6,790,733.48	(13.07)													74,988,085.48
Classified Salaries	831,301.88	1,696,240.01	1,876,906.00	1,876,906.00	1,876,906.00	1,876,906.00	1,876,906.00	1,876,906.00	1,876,906.00	1,876,906.00	1,876,906.00	1,876,906.00	(6.89)													21,296,595.00
Employee Benefits	718,307.68	3,655,073.54	3,614,626.00	3,614,626.00	3,614,626.00	3,614,626.00	3,614,626.00	3,614,626.00	3,614,626.00	3,614,626.00	3,614,626.00	3,614,626.00	(23.22)													40,519,618.00
Books & Supplies	41,329.19	750,228.70	1,489,008.00	1,489,008.00	1,489,008.00	1,489,008.00	1,489,008.00	1,489,008.00	1,489,008.00	1,489,008.00	1,489,008.00	1,489,008.00	(40.89)													15,681,597.00
Services	1,135,081.69	519,027.77	1,373,155.00	1,373,155.00	1,373,155.00	1,373,155.00	1,373,155.00	1,373,155.00	1,373,155.00	1,373,155.00	1,373,155.00	1,373,155.00	(3.46)													15,395,656.00
Capital Outlay	38,245.05	59,774.29	267,367.00	267,367.00	267,367.00	267,367.00	267,367.00	267,367.00	267,367.00	267,367.00	267,367.00	267,367.00	(17.34)													2,771,672.00
Other Outgo	2,031,669.14	67,699.00	1,591,162.00	1,591,162.00	1,591,162.00	1,591,162.00	1,591,162.00	1,591,162.00	1,591,162.00	1,591,162.00	1,591,162.00	1,591,162.00	(14.14)													18,010,864.00
Interfund Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-	-													
All Other Financing Uses	-	-	(577,406.63)	(577,406.63)	(577,406.63)	(577,406.63)	(577,406.63)	(577,406.63)	(577,406.63)	(577,406.63)	(577,406.63)	(577,406.63)														9,100,174.66
Other Disbursements/Non Exp	6,266,220.61	(967,793.07)																								
Current Year Tran Expense																										
Prior Year Tran Expense																										
D. Total Expenditures	11,929,397.03	11,993,466.52	16,425,550.37	16,425,550.37	16,425,550.37	16,425,550.37	16,425,550.37	16,425,550.37	16,425,550.37	16,425,550.37	16,425,550.37	16,425,550.83	9,575,694.45													197,754,262.14
PRIOR YEAR TRANSACTIONS																										
Accounts Receivable	24,187,983.96	769,373.53																								27,227,026.33
Accounts Payable	4,695,438.60	1,159,590.66																								7,398,704.35
E. TOTAL PRIOR YEAR TRANS	19,492,547.38	(390,217.13)																								19,828,321.98
F. NET INCREASE/DECREASE	13,768,193.47	(3,534,360.44)	4,653,990.05	(3,821,930.01)	(5,326,408.01)	7,998,931.82	(5,105,831.01)	(5,999,867.01)	3,879,561.74	1,113,982.29	(3,895,830.59)	1,520,990.93	(3,619,904.77)													1,731,318.49
G. Ending Cash Balance	47,915,653.89	44,381,093.45	49,035,083.50	45,213,153.49	39,886,745.49	47,885,677.31	42,779,846.30	36,879,979.29	40,759,541.04	41,873,523.33	37,917,692.75	39,498,683.68														35,878,776.91
ENDING CASH PLUS ACCRUALS																										

2014-15 Cash Flow Statement
Actuals through 8/31/2014

Projected Cash Flow 2014-15



Madera Unified School District
2014-15 Budget, August 31, 2014
Total General Fund Revenues by Funding Source



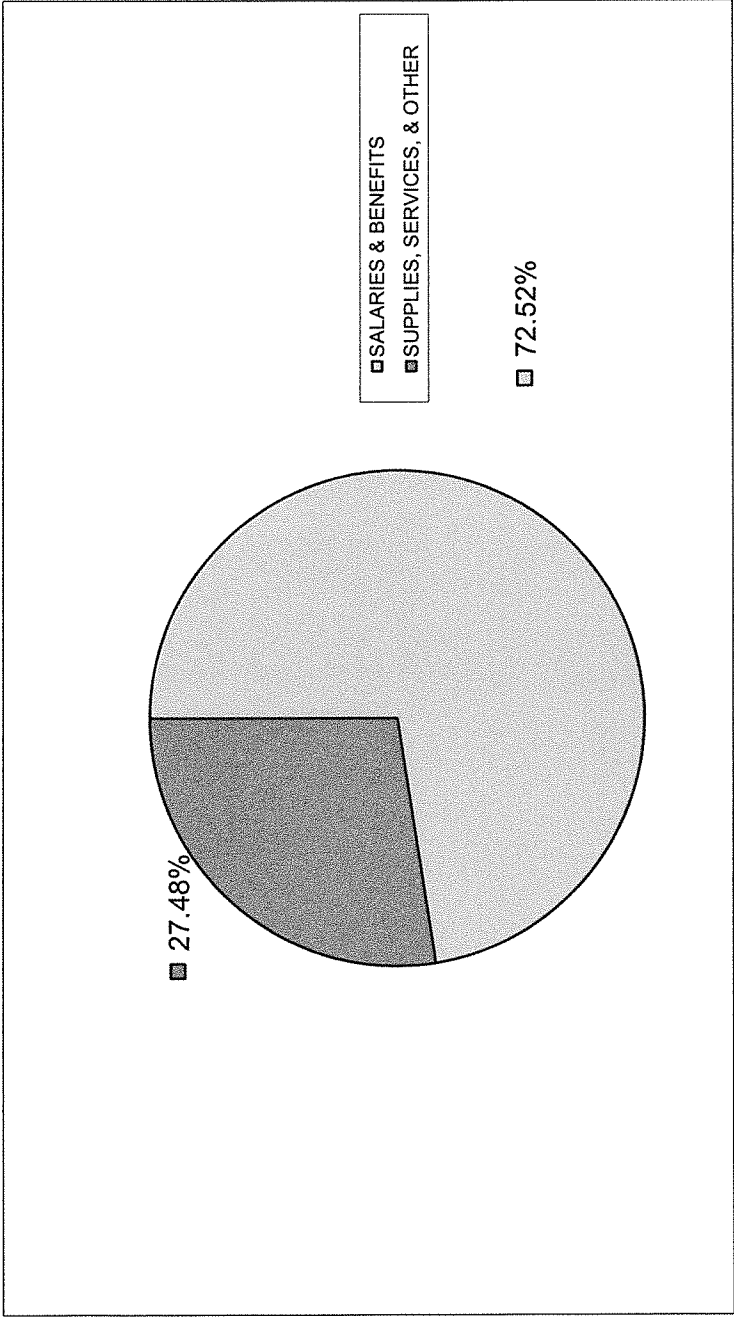
(1) LCFF/REVENUE LIMIT SOURCES	
84%	
\$ 112,594,304	Principal Apportionment
\$ 20,928,419	EPA - Ed Protection Act
18,349,761	Property & Local Taxes
-	PERS Reduction
(968,561)	Charter Schools In-Lieu Taxes
-	State Aid Prior Year
-	
<u>\$ 150,903,923</u>	<u>Total LCFF/Rev Limit</u>

(2) FEDERAL REVENUE	
9%	
\$ 1,183,488	Sp Ed-Entitlement (IDEA)
-	Sp Ed ARRA IDEA Basic
8,559,321	Title I (ESEA)
-	NCLB ARRA American Recovery
166,942	Migrant Ed Program
201,893	Voc & Applied Tech
270,062	Safe & Supportive Schools
1,695,252	Title II Part A
2,812,125	Title IV Part B
679,559	Title III Part A (LEP)
127,094	Other Federal Revenues
<u>\$ 15,695,736</u>	<u>Total Federal Revenue</u>

(3) OTHER STATE REVENUE	
4%	
\$ -	Tier III Flexibility
-	Transportation
-	Class Size Reduction
655,181	Mandated Cost Reimb
2,580,857	Lottery
614,490	Lottery - Instructional Materials
1,780,312	After School Ed Grant
-	Prop 39 - CA Clean Energy Jobs
39,359	Ag Voc Incentive Grant
662,400	Quality Education Invest
-	Tier II SBX 3 4 Flexibility
40,000	Other State Revenues
<u>\$ 6,372,599</u>	<u>Total State Revenue</u>

(4) OTHER LOCAL REVENUE	
3%	
\$ 140,000	Interest
984,371	Interagency Revenue
3,795,419	Trsfr Appor fr MCOE Sp Ed
933,458	Sales/Other Local
55,585	Other Sources & Trnsfrs
-	
-	
<u>\$ 5,908,833</u>	<u>Total Local Revenue</u>
<u>\$ 178,881,091</u>	<u>Total District Revenue</u>

Madera Unified School District
2014-15 General Fund Expenditures Budget by object code
August 31, 2014



(1)		(2)	
SALARIES & BENEFITS		SUPPLIES, SERVICES, & OTHER	
	72.52%		27.48%
\$ 74,988,085	Certificated Salaries	\$ 15,681,597	Books & Supplies
21,296,595	Classified Salaries	15,385,656	Services/Other Operating
40,519,618	Employee Benefits	2,771,672	Capital Outlay
-		2,512,483	Other Outgoing, Direct/Indirect Costs
-		15,493,381	Interfund Transfers
-		5,000	Other Uses
<u>\$ 136,804,298</u>	Total	<u>\$ 51,849,789</u>	Total
		<u><u>\$ 188,654,087</u></u>	Total District Expenses

HUMAN RESOURCES STAFFING LIST

BOARD AGENDA – OCTOBER 28, 2014

CERTIFICATED SEPARATIONS

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Nichole Walsh	Vice Principal - Curriculum	MHS	10/25/2014	Resignation
2. Linda Tepfer	Teacher	Washington	06/06/2015	Retirement (19 years)

CERTIFICATED NEW POSITION

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Teacher	Special Ed	MSHS	2014/2015	New Position

CERTIFICATED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. TBA	Vice Principal Alt. Ed.	Ripperdan CDS	2014/2015	New Position

CLASSIFIED SEPARATIONS

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Clayton Bispham	Custodian	M & O	11/25/2014	Retirement (21 years)
2. Rosemary Velasquez	Para – Special Needs	Special Services	11/07/2014	Retirement (19 years)
3. Sandra Perez	Director Child Nutrition	Child Nutrition	12/31/2014	Retirement (16 years)
4. Linda Kay Wall	Account Tech III	Business Office	12/31/2014	Retirement (33 years)
5. Leilani Montalvo	Budget Accounting Analyst	Business Office	11/03/2014	Resignation
6. Elizabeth Ruiz	Paraprofessional	Thomas Jefferson	10/02/2014	Resignation
7. Katherine Jackson	Secretary – Attendance	Lincoln	12/30/2014	Retirement (24 years)

CLASSIFIED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. Adan Ochoa	Maintenance Journeymen	M & O	2014/2015	8.0	Return from 39 mo.
2. William Perez	Custodian	M & O	2014/2015	8.0	Replacement
3. Sal Rodriguez	Custodian	M & O	2014/2015	8.0	Replacement
4. Veronica Rosel	Library Media Tech-High School	MSHS	2014/2105	8.0	Replacement
5. Erik Kuhn	Grounds Person I	M & O	2014/2015	8.0	New Position
6. Ken Atilano	Grounds Person II	M & O	2014/2015	8.0	Replacement
7. Jose Garcia	Grounds Person II	M & O	2014/2015	8.0	Replacement
8. Sandra Downing	Paraprofessional	Thomas Jefferson	2014/2015	3.5	Return from 39 mo.
9. Maria Sanchez-Molina	Secretary – Attendance	Parkwood	2014/2015	8.0	Replacement
10. Anthony Cardiel	Custodian	M & O	2014/2015	8.0	Replacement
11. Angel Coisio	Custodian	M & O	2014/2015	8.0	Replacement
12. Xavier Perez	Custodian	M & O	2014/2015	8.0	Replacement
13. Oscar Solis	Custodian	M & O	2014/2015	8.0	New Position
14. Janet Whitaker	Paraprofessional – Special Needs	Special Services	2014/2015	6.0	New Position
15. Jessie Olazaba	CN Assistant I	Child Nutrition	2014/2015	3.0	New Position
16. Susel Cortez	Paraprofessional – Special Needs	Special Services	2014/2015	3.5	Replacement
17. Martin Urias	Family Support Specialist	Student Services	2014/2015	8.0	New Position

COACHES – (see attached list)

Human Resources-Coaches for Board Agenda 2014/15

Alvarado	Maria	E. Arcola	Volleyball-Girls	Fall
Alvarez	German	MHS	Football	Fall
Anderson	Jennifer	Nishimoto	Volleyball-Boys	Fall
Araim	Amanda	Parkwood	Volleyball-Girls	Fall
Brack	Tiffany	Alpha	Volleyball Boys	Fall
Britton	Tammi	Desmond	Gymnastics	Winter
Burton	Andrea	Alpha	Volleyball Girls	Fall
Cantu	Armando	Jefferson	Basketball-Boys	Winter
Carlson	Sean	Madera South	Wrestling	Winter
Cervantes Chavez	Francisca	Parkwood	Volleyball-Boys	Fall
Cordero	Donell	Howard	Volleyball-Girls	Fall
Cortez	Eddie	Desmond	Wrestling	Winter
Cortez	Edmer	MLK	Soccer-Boys	Fall
Derkalousdian	Jill	Howard	Volleyball-Boys	Fall
Estrada	Raul	Madera South	Wrestling	Winter
Gage	Jordan	MHS	Cheer	Fall
Giershch	Britanny	Jefferson	Cheer	Fall
Golding	Cassandra	Washington	Volleyball	Fall
Gomez	Guadalupe	Jefferson	Wrestling	Winter
Griffin	William	Madera South	Wrestling	Winter
Hammell	Stephanie	MHS	Golf-Girls	Fall
Hammer	Dyer	Jefferson	Soccer-Girls	Winter
Howell	Stephanie	MHS	Cheer	Fall
Iriye	Frank	Nishimoto	Basketball	Fall
Juarez	Fito	Madera South	Wrestling	Winter
Juarez	Javier	Madera South	Wrestling	Winter
Lee	Wes	Jefferson	Basketball-Boys	Winter
Magos	Joaquin	Jefferson	Soccer-Boys	Winter
Martinez	Anthony	Jefferson	Football	Fall
Martinez	Karina	Jefferson	Basketball-Girls	Winter
Murillo	Peter (Pedro)	Nishimoto	Wrestling	Fall
Napier	Corky	District	Wrestling	
Nesseth	Katie	Sierra Vista	Basketball	Fall
Peek	Araim	Parkwood	Volleyball-Girls	Fall
Perez	Joseph	Parkwood	Wrestling	Fall
Philp	Ryan	Jefferson	Wrestling	Winter
Quintana	Robert	Berenda	Wrestling	Fall
Rigby	Charles	Desmond	Basketball Boys	Winter
Rivera	Jesus	Nishimoto	Volleyball-Girls	Fall
Roblee	Mike	Jefferson	Golf-Girls	Fall
Rodriguez	Miguel	Madera South	Wrestling	Winter
Rodriugez	Maria	Howard	Wrestling	Fall
Scheidt	Erin	E. Arcola	Volleyball-Girls	Fall

Shoals	LaToya	Desmond	Basketball Girls	Winter
Simmons	Emily	Dixieland	Volleyball-Girls	Fall
Slayton	Sharma	Madison	Volleyball-Boys	Fall
Valdez-Gutierrez	Christian	MHS	Waterpolo-Girls	Fall
Wattenbarger	Kiley	Lincoln	Volleyball-Boys	Fall
Yates	Jennie	Jefferson	Soccer-Girls	Winter



AGENDA ITEM
MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Request Approval of Job Description for Gang Prevention Officer

Responsible Staff: **Edward González, Superintendent**
Kent Albertson, Chief Human Resources Officer

Agenda Placement: Consent

Background/rationale:

- Under general supervision, to work with at risk students and youth gangs, school personnel, parents, and community organizations in order to clarify problems, prevent anti-social or illegal acts, improve school-community relations, and promote safe student practices; provide support to the instructional program with specific responsibilities for providing gang prevention and intervention services to students in coordination with staff, security, and local law enforcement agencies.
- This job reports to Gang Intervention Specialist Supervisor.

Financial impact:

- Classified Salary Schedule: Range 23 - \$ 30,852.00 to \$ 40,512.00

Superintendent's recommendation:

- The Superintendent recommends approval of this job description.

Supporting documents attached:

- Job Description: Gang Prevention Officer

Madera Unified School District Classified Job Description

Gang Prevention Officer

Purpose Statement

Under general supervision, to work with at risk students and youth gangs, school personnel, parents, and community organizations in order to clarify problems, prevent anti-social or illegal acts, improve school-community relations, and promote safe student practices; provide support to the instructional program with specific responsibilities for providing gang prevention and intervention services to students in coordination with staff, security, and local law enforcement agencies.

This job reports to Gang Intervention Specialist Supervisor

Essential Functions

- Establish and maintain rapport with gang members to dissuade them from gang membership and destructive activities to themselves, others and District property; bring them in contact with community youth resources (e.g. youth employment opportunities) to channel their behavior toward positive and rewarding goals.
- Initiate contact with parents and/or guardians to discuss gang relationship or at risk standing of students; advise and provide information on avoiding gang membership and activities and direct them toward community resource referrals for adults and students.
- Hold individual or group discussions with at risk students and gang members about their families and circumstances to further the understanding of themselves and work toward the avoidance of aggressive behavior and violence; emphasize appropriate personal conduct, good school attendance, follow school rules and procedures and seeking personal constructive goals.
- Respond to dispatcher calls for assistance on campus to quell unruly students, parents; intervene in confrontations to restore order; break up student fights on campus or other locations; may be assigned to a site during special events, such as contests and performances or a campus lock-down; keep a daily log of calls.
- Identify gang members by dress, language, grooming, graffiti, tagging and location in the community; keep current on gang culture and changes; operate a video and camcorder to record features of gang activity.
- Gather information from school staff, parents, businesses, students, and law enforcement personnel and disseminate information in order to control rumors and prevent or minimize violence.
- Maintains a visible, accessible presence on campus at assigned locations for the purpose of increasing student awareness, diffusing confrontations and minimizing disruptions.
- Make presentations to school personnel and or parent groups regarding ethnic life styles and youth gang affiliations and relationships as requested.
- Attend meetings and workshops on youth gang developments; network with other school district and law enforcement personnel to keep current on gang behavior and changes.

MADERA UNIFIED SCHOOL DISTRICT
Gang Prevention Officer Job Description –*continued*–

- Write progress reports regarding assignments.

Other Functions

- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.

Job Requirements:

Knowledge and Abilities

KNOWLEDGE of: Gang activities and cultural impact within the community; relationships among groups within the school community; community organizations involved with social and youth services; laws, rules, regulations, policies, and procedures relating to youth in such areas as school attendance, juvenile criminal activities, substance abuse etc; ethnic diversity and cultural awareness; attitudes of youth with tendencies toward overt violent acts; remedial solutions and approaches that discourage attitudes that promote violence; counter gang culture techniques and methods that may be applied; adolescent substance abuse; and knowledge of use of computer and software.

ABILITY to; Demonstrate strong, empathetic listening and interpersonal relationship skills and communicate orally with students and parents; understand adolescent behavior and be a positive role model to adolescents; exercise physical force when necessary in restraining students and adults; read gang signs and graffiti; learn District organization, operations, policies and procedures; understand, apply and explain school rules and regulations and procedures; keep records and logs and prepare reports; observe and retain names, faces, and details of events or occurrences; operate a two-way radio; operate office equipment such as a personal computer, copy machine and multi-line telephone; understand and carry out both oral and written instructions; establish and maintain cooperative and effective working relationships with others; may be required to speak Spanish.

Working Environment

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling; and significant fine finger dexterity. Generally the job requires 25% sitting, 25% walking, and 50% standing. This job is performed in a generally clean and healthy environment and under temperature extremes and under conditions with some exposure to risk of injury and/or illness.

Minimum Qualifications

Experience:

Two years of experience in working with adolescents or young adults in instructional or a community youth programs; experience must include counseling or intervening with “at risk youth”.

MADERA UNIFIED SCHOOL DISTRICT
Gang Prevention Officer Job Description –*continued*–

Education: High School diploma or GED required.

Required Testing

Pre-employment Proficiency Test
Pre-employment Physical Exam

Continuing Education/Training

SB 1626 Certificate
Mandated and Annual Training

Certificates

Pepper spray certification
Arrest/Control Techniques(ACT)
Valid CDL
SB 1626 Certificate

Clearances

Criminal Justice
Fingerprint/Background
TBClearance
Physical Demands (E)

FLSA Status

Non Exempt

Approval Date

Salary Range

Classified Salary Schedule – Range 23



AGENDA ITEM
MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Request Approval of Job Description for Construction Project Coordinator

Responsible Staff: **Edward González, Superintendent**
Kent Albertson, Chief Human Resources Officer

Agenda Placement: Consent

Background/rationale:

- The job of Construction Project Coordinator was established for the purpose/s to assist, with the planning, organization, design, financing and construction of new buildings and facilities, and the rehabilitation, reconstruction, and relocation of existing school buildings and District facilities. Assists with the monitoring and reporting requirements of the District's Labor Compliance Program on all applicable construction projects.
- This job reports to Director of Facilities Planning and Construction Management.

Financial impact: Classified Salary Schedule: Range 57 - \$ 59,496.00 to \$77,479.00

Superintendent's recommendation:

- The Superintendent recommends approval of this job description.

Supporting documents attached:

- Job Description: Construction Project Coordinator

Madera Unified School District Classified Job Description

Construction Project Coordinator

Purpose Statement

The job of Construction Project Coordinator was established for the purpose/s to assist, with the planning, organization, design, financing and construction of new buildings and facilities, and the rehabilitation, reconstruction, and relocation of existing school buildings and District facilities. Assists with the monitoring and reporting requirements of the District's Labor Compliance Program on all applicable construction projects.

This job reports to Director of Facilities Planning and Construction Management.

Essential Functions

- Oversees work of contractors to ensure work meets contract specifications.
- Inspect and review projects to monitor compliance with building and safety codes, and other regulations.
- Interpret and explain plans and contract terms to administrative staff, workers, and representatives of the District.
- Confer with supervisory personnel, owners, contractors, and design professional to discuss and resolve matters such as work procedures, complaints, and construction problems.
- Monitor and coordinate the progress and development of school projects.
- Assist in the coordination and monitoring of preliminary site assessments and environmental impact reports.
- Assist in the development and maintenance of support material and project applications for the State Building Program.
- Assist with the research and tracking of District demographics information for purposes of forecasting, staffing, determination of boundaries and direction of residential housing trends.
- Develop and manage databases to monitor and update facility needs and capacities.
- Coordinate and develop drawings and specifications for small projects.
- Maintain District as-built plans and facility records, including catalog data for equipment and construction materials.
- Review plans and specifications for constructability, value engineering and conformance with District standards.

MADERA UNIFIED SCHOOL DISTRICT
Construction Project Coordinator –*continued*–

- Assist with the monitoring and reporting requirements of the District Labor Compliance Program.

Other Functions

- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.

Job Requirements:

Knowledge and Abilities

KNOWLEDGE of: Tools, materials and standard practices relating to general maintenance and construction, building codes and trades required to write complete and concise specifications to accompany plans for contract jobs, cost estimating and automated project scheduling, maintenance and operations terminology, methods and procedures of operating electronic computers and peripheral equipment, operation of a computer terminal and data entry techniques, oral and written communication skills, district organization, operations policies and objectives, District Labor Compliance Program and prevailing wage law.

ABILITY to: Read, interpret and prepare plans and specification for all phases of construction and building maintenance, read, understand and utilize technical information, parts lists and operations manuals to plan and assist in scheduling projects, complete detailed work from general assignments, establish and maintain effective working relationships with crafts foremen site and District Administrators, as well as non- District personnel from professional agencies, work from blueprints, shop drawings and sketches, utilize computer programs in the planning and construction field, communicate effectively both orally and in writing.

Responsibility

Responsibilities include: working under limited supervision using standardized routines; leading, guiding, and/or coordinating others; and operating within a defined budget.

Working Environment

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling; some climbing and balancing; and significant fine finger dexterity. Generally the job requires 10% sitting, 45% walking, and 45% standing. The job is performed under minimal temperature variations.

Minimum Qualifications

Education: Completion of a Four year degree from an accredited college or university in one of the following: Construction Management, Facilities Management, Civil Engineering or a closely related field.

MADERA UNIFIED SCHOOL DISTRICT
Construction Project Coordinator –*continued*–

Experience: Minimum of two years of experience in construction management or broad construction related experience that includes experience in overseeing construction of new facilities or the refurbishing of existing facilities

Required Testing

Pre-employment Proficiency Test
Pre-employment Physical exam

Certificates

Valid CDL

Continuing Education/Training

Journeymen Level
Trade Specific

Clearances

Criminal Justice
Fingerprint/Background Clearance
TB Clearance
Physical Demands (C)

FLSA Status

Non Exempt

Approval Date

Salary Range

Classified Salary Schedule – Range 57



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Request approval of Memorandum of Understanding between Madera Unified School District, Lead Agency for the BTSA Induction Consortium, and Central Valley Opportunity Center (CVOC).

Responsible Staff: **Edward C. González, Superintendent**
Kent Albertson, Chief Human Resources Officer

Agenda Placement: Consent

Background/rationale:

- The purpose of this MOU is to specify the operative conditions that will govern the partnership between Madera Unified School District, Lead Agency for the BTSA Induction Consortium, and CVOC.
- The goals of the partnership are to provide for first and second year teachers to fulfill the requirements for the Professional Clear Credential; and to provide quality preparation and professional development for support providers to train them in their work with participating teachers.

Financial impact:

- None

Superintendent's recommendation:

- The Superintendent recommends the Board approval of the Memorandum of Understanding between Madera Unified School District, Lead Agency for the BTSA Induction Consortium, and Central Valley Opportunity Center (CVOC).

Supporting documents attached:

- MOU



2014-2015

Central Valley Opportunity Center Memorandum of Understanding

The purpose of this Memorandum of Understanding (MOU) is to specify the operative conditions that will govern the partnership between Madera Unified School District, Lead Agency for the BTSA Induction Consortium, and Central Valley Opportunity Center (CVOC).

The goals of the partnership are:

- 1) provide opportunities for first and second year teachers to fulfill the requirements for the Professional Clear Credential; and
- 2) provide quality preparation and professional development for support providers to train them in their work with participating teachers.

1.0 Certification

- 1.1 CVOC certifies that its hiring practices promote diversity in the teaching force and do not discriminate against any protected group, as required by Federal and State law.

2.0 Program Governance

- 2.1 Operational leadership is provided by the Director of the Madera Unified BTSA Induction Program.
- 2.2 Participating school districts or schools agree to appoint at least one representative to serve on the BTSA Steering Committee.
- 2.3 The BTSA Steering Committee members agree to meet two times per year to review program implementation issues and recommend program revisions based on collected data.
- 2.4 Madera Unified School District will serve as the
 - program's fiscal agent
 - clearinghouse for information, data and induction completion requirements
 - liaison and contact between state agencies and member districts and schools

3.0 General Responsibilities

- 3.1 **Madera Unified School District** agrees to the following:
 - Provide administration, management and coordination of, and secretarial support for the program activities as described in the Standards of Quality and Effectiveness for Professional Teacher Induction Programs (Induction Standards) and Common Standards, as established by the Commission on Teacher Credentialing.
 - Provide access to *Formative Assessment for California Teachers* (FACT) training to support providers.
 - Coordinate the training and professional development opportunities for participating teachers.

- Monitor the implementation of FACT to ensure participating teachers are receiving formal feedback on a regular basis.
- Provide training for administrators, following the program standards, to acquaint them with the BTSA Induction Program, *California Standards for the Teaching Profession*, and the FACT formative assessment system.
- Provide advisement and assistance in determining the appropriate placement of participating teachers into the BTSA Induction Program.
- Recommend participants for the Professional Clear Credential when all requirements have been completed.

3.2 CVOC agrees to the following:

- Select and submit the name of designee(s) who will represent the school at Steering Committee meetings prior to the start of the new school year.
- Select support providers for all BTSA participating teachers. Submit names to the BTSA Director no later than July 15th. Match support providers with beginning teachers by the second week of school.
- Pay support providers at an agreed upon rate between the certificated employees and the CVOC.
- Notify participating teachers, including new hires and teachers completing internships, within 6 weeks of their hire date, of the school's or district's expectation of participation in the BTSA Induction Program
- Notify participating teachers that they must enroll in an Induction Program within 120 calendar days of the start of their initial teaching contract.
- Place Professional History forms, Notification of Responsibility to Enter an Induction Program form, and date of Induction Orientations in school or district employment packets. For both new hires and teachers completing internships, submit completed Teacher Information Form, Notification of Responsibility to Enter an Induction Program form, and copy of credential or letter from university for each participating teacher to BTSA Director within one week after new teachers are hired.
- Ensure that all support providers understand their responsibilities as a support provider and the requirements of the BTSA Induction Program.
- Provide a structure of dedicated time for the participating teacher and support provider to work together on a weekly basis.
- Ensure full participation in all professional development programs designed and provided for BTSA participating teachers, support providers, and administrators.
- Assist site administrators in identifying and ameliorating challenging assignments of participating teachers.
- Provide training space when requested

- Participate in program evaluation.

4.0 Fiscal Responsibility

4.1 Madera Unified School District, as the LEA of the BTSA Induction Program, will:

- Assume overall fiscal responsibility for the administration of the grant funds, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education and/or Commission on Teacher Credentialing.
- Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities.

4.2 CVOC will:

- Pay to Madera Unified School District the sum of \$2000 per participating teacher per year by May 1, 2015. This payment should be sent to the address listed at the bottom of this Memorandum of Understanding.

5.0 Management of Data

5.1 The BTSA Induction Program Director agrees to the following:

- Provide or contract to provide program assessment to meet the yearly state program requirements.
- Submit required reports and documents to the funding agency, the Commission on Teacher Credentialing, and to the BTSA Steering Committee as requested.

6.0 Other Conditions

6.1 FACT materials shall not be used with non-BTSA participants. Reproduction in whole or in part any format is strictly prohibited without the prior written consent of Commission on Teacher Credentialing and the California Department of Education.

By _____
Signature of Authorized Official

Title BTSA Induction Program Director

Date _____

By 
Signature of Authorized Official

Title: **ERNIE FLORES**
EXECUTIVE DIRECTOR

Date 6/9/14

Please complete and return to
Steve Thornton, BTSA Induction Program Director
Eastin-Arcola Elementary School
29551 Ave. 8
Madera, CA 93637
(559) 673-2450 (PHONE) (559) 673-4932 (FAX)

BTSA Budget for Central Valley Opportunity Center

To be paid to MUSD	
Staff Development (SP Training)	\$ 500.00
Materials/Supplies	\$ 400.00
Administrative Costs	\$ 600.00
Clerical Support	\$ 500.00
	\$ 2,000.00

In-Kind Contributions	
Sub Costs for PT/SP	\$ 500.00
Support Provider Time	\$ 2,000.00
Administrative Costs	\$ 250.00
	\$ 2,750.00

Total Allocation	\$ 4,750.00

**Madera Unified School District
Board of Trustees Meeting
Employee Conference Request
October 28, 2014**

Date	Site	Name	Trip Purpose – # Employees	Location	Cost	Vehicle Type
12/2/14 to 12/4/14	District Office	Elizabeth Runyon Victor Villar Lisa Fernandez Jesse Carrasco Todd Lile	School Improvement Summit 5 –Employees	Las Vegas, NV	\$1,000- Transportation \$2,500 - Lodging	Airplane/Rental



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT FINANCING CORPORATION

Date: **October 28, 2014**

Subject: Second Reading of revised Board Policies,
Administrative Regulations - Fiscal Services

Responsible Staff: **Edward C. González, Superintendent**
Teri Bradshaw, Director of Fiscal Services

Agenda Placement: Old Business

Background/ rationale:

Revisions/New Language are recommended by CSBA on the following Board Policies, and Administrative Regulations:

- BP 3260 – Business and Noninstructional Operations – Fees and Charges
- AR 3260 – Business and Noninstructional Operations – Fees and Charges
- AR 3460 – Business and Noninstructional Operations – Financial Reports & Accountability

Financial impact:

None

Superintendent's recommendation:

The Superintendent recommends approval of the Second Reading of the new and revised Board Policies, Administrative Regulations – Fiscal Services

Supporting documents attached:

Revised Board Policies, Administrative Regulations and Exhibits

- BP 3260 – Business and Noninstructional Operations – Fees and Charges
- AR 3260 – Business and Noninstructional Operations – Fees and Charges
- AR 3460 – Business and Noninstructional Operations – Financial Reports & Accountability

Madera USD

Board Policy

Fees And Charges

BP 3260

Business and Noninstructional Operations

The Governing Board recognizes its responsibility to ensure that books, materials, equipment, supplies, and other resources necessary for students' participation in the district's educational program are made available to them at no cost.

No student shall be required to pay any fees, deposits, or other charges for his/her participation in an educational activity which constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities. (Education Code 49010, 49011; 5 CCR 350)

(cf. 3100 - Budget)

(cf. 6145 - Extracurricular and Cocurricular Activities)

As necessary, the Board may approve fees, deposits, and other charges which are specifically authorized by law. When approving such fees, deposits, or charges, establishing fee schedules or determining whether waivers or exceptions should be granted, the Board shall consider relevant data, including the socio-economic conditions of district students' families and their ability to pay.

(cf. 3250 - Transportation Fees)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5143 - Insurance)

(cf. 9323.2 - Actions by the Board)

The prohibition against student fees shall not restrict the district from soliciting for voluntary donations, participating in fundraising activities, and providing prizes or other recognition for participants in such activities and events. However, the district shall not offer or award to a student any course credit or privileges related to educational activities in exchange for voluntary donations or participation in fundraising activities by or on behalf of the student and shall not remove, or threaten to remove, from a student any course credit or privileges related to educational activities, or otherwise discriminate against the student, due to a lack of voluntary donations or participation in fundraising activities by or on behalf of the student.

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 3290 - Gifts, Grants and Bequests)

Whenever district employees, volunteers, students, parents/guardians, or educational or civic organizations participate in such events or activities, the Superintendent or designee shall emphasize that participation in the event or activity is voluntary.

A complaint alleging district noncompliance with the prohibition against requiring student fees, deposits, or other charges shall be filed in accordance with the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 49013)

(cf. 1312.3 - Uniform Complaint Procedures)

If, upon investigation, the district finds merit in the complaint, the Superintendent or designee shall recommend and the Board shall adopt an appropriate remedy to be provided to all affected students and parents/guardians in accordance with 5 CCR 4600.

Information related to the prohibition against requiring students to pay fees for participation in an educational activity shall be included in the district's annual notification required to be provided to all students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 49013)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall provide additional information or professional development opportunities to administrators, teachers, and other personnel regarding permissible fees.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Legal Reference:

EDUCATION CODE

8239 Preschool and wraparound child care services

8250 Child care and development services for children with disabilities

8263 Child care eligibility

8482.6 After School Education and Safety programs

8760-877 Outdoor science and conservation programs

17453.1 District sale or lease of Internet appliances or personal computers to students or parents

17551 Property fabricated by students
19910-19911 Offenses against libraries
32033 Eye protective devices
32221 Insurance for athletic team member
32390 Fingerprinting program
35330-35332 Excursions and field trips
35335 School camp programs
38080-38085 Cafeteria establishment and use
38120 Use of school band equipment on excursions to foreign countries
39801.5 Transportation for adults
39807.5 Payment of transportation costs
39837 Transportation of students to places of summer employment
48050 Residents of adjoining states
48052 Tuition for foreign residents
48904 Liability of parent or guardian
49010-49013 Student fees
49065 Charge for copies
49066 Grades, effect of physical education class apparel
49091.14 Prospectus of school curriculum
51810-51815 Community service classes
52612 Tuition for adult classes
52613 Nonimmigrant aliens
56504 School records; students with disabilities
60410 Students in classes for adults

GOVERNMENT CODE

6253 Request for copy; fee

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

UNITED STATES CODE, TITLE 8

1184 Foreign students

COURT DECISIONS

Driving School Assn of CA v. San Mateo Union HSD (1993) 11 Cal. App. 4th 1513

Arcadia Unified School District v. State Department of Education (1992) 2 Cal 4th 251

Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739

Hartzell v. Connell (1984) 35 Cal. 3d 899

CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT ADVISORIES

Pupil Fees, Deposits, and Other Charges: Cap and Gown for High School Graduation Ceremony,
Addendum to Fiscal Management Advisory 12-02, October 4, 2013

Fees, Deposits and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

WEB SITES

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

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

Policy MADERA UNIFIED SCHOOL DISTRICT

adopted: December 13, 2011 Madera, California

revised: April 9, 2013

revised: October 28, 2014

Madera USD

Administrative Regulation

Fees And Charges

AR 3260

Business and Noninstructional Operations

When approved by the Governing Board, the Superintendent or designee may impose a fee for the following: (5 CCR 350)

1. Insurance for athletic team members, with an exemption providing for the district to pay the cost of the insurance for any team member who is financially unable to pay (Education Code 32221)

(cf. 5143 - Insurance)

2. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)

3. Expenses of students' participation in a field trip or excursion to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)

(cf. 6153 - School-Sponsored Trips)

4. Student fingerprinting program, as long as the fee does not exceed the actual costs associated with the program (Education Code 32390)

(cf. 5142.1 - Identification and Reporting of Missing Children)

5. School camp programs in outdoor science education, conservation education, or forestry operated pursuant to Education Code 8760-8774, provided that the fee is not mandatory and no student is denied the opportunity to participate for nonpayment of the fee (Education Code 35335)

(cf. 6142.5 - Environmental Education)

6. Reimbursement for the direct cost of materials provided by the district to a student for the fabrication of nonperishable personal property the student will take home for his/her own possession and use, such as wood shop, art, or sewing projects kept by the student (Education Code 17551)

7. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs, or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student and as long as exemptions are made for

indigent and disabled students (Education Code 39807.5)

(cf. 3250 - Transportation Fees)

8. Transportation for students to and from their places of employment in connection with any summer employment programs for youth (Education Code 39837)

9. Deposit for school band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries (Education Code 38120)

10. Sale or lease of Internet appliances or personal computers for the purpose of providing access to the district's educational computer network, at no more than cost, as long as the district provides network access for families who cannot afford it (Education Code 17453.1)

cf. 0440 - District Technology Plan)

(cf. 6163.4 - Student Use of Technology)

11. Fees for community service classes in civic, vocational, illiteracy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the class (Education Code 51810, 51815)

(cf. 6142.4 - Service Learning/Community Service Classes)

12. Eye safety devices worn in courses or activities involving the use of hazardous substances likely to cause injury to the eyes, when being sold to students and/or teachers or instructors to keep and at a price not to exceed the district's actual costs (Education Code 32033)

(cf. 3514.1 - Hazardous Substances)

(cf. 5142 - Safety)

13. Actual cost of furnishing copies of any student's records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would effectively prevent the parent/guardian from exercising the right to receive the copies (Education Code 49065, 56504)

(cf. 5125 - Student Records)

14. Actual costs of duplication for reproduction of the prospectus of school curriculum or for copies of public records (Education Code 49091.14; Government Code 6253)

(cf. 1340 - Access to District Records)

(cf. 5020 - Parent Rights and Responsibilities)

15. Food sold at school, subject to free and reduced-price meal program eligibility and other

restrictions specified in law (Education Code 38084)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Funds)
(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3554 - Other Food Sales)

16. As allowed in law, replacement cost or reimbursements for lost or damaged district books, supplies, or property, or for district property loaned to a student that he/she fails to return (Education Code 19910-19911, 48904)

(cf. 3515.4 - Recovery for Property Loss or Damage)

17. Tuition for district school attendance by an out-of-state and out-of-country resident (Education Code 48050, 48052, 52613; 8 USC 1184)

(cf. 5111.2 - Nonresident Foreign Students)

18. Adult education books, materials, transportation, and classes , except that no fee may be charged for classes in elementary subjects or for which high school credit is granted when taken by a person who does not hold a high school diploma or, effective July 1, 2015, classes in English and citizenship (Education Code 39801, 52612, 60410)

(cf. 6200 - Adult Education)

19. Preschool and child care and development services, in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is for severely disabled children and the student is eligible to enroll in it (Education Code 8239, 8250, 8263)

(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)

20. After School Education and Safety Programs, as long as no eligible student is denied the ability to participate because of inability to pay the fee (Education Code 8482.6)

21. Advanced Placement and International Baccalaureate Diploma examinations for college credits, as long as the examination is not a course requirement and the results have no impact on student grades or credits in the course

(cf. 6141.5 - Advanced Placement)

Regulation MADERA UNIFIED SCHOOL DISTRICT
approved: March 2011 Madera, California
revised: April 9, 2014
revised; October 28, 2014

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. (Education Code 42130, 42131)

The interim 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 local control funding formula (LCFF) revenue, salaries and benefits, other revenues and expenditures, and facilities maintenance. For purposes of assessing projections of LCFF revenue, the first interim report shall be compared to the adopted district budget, and the second interim report shall be compared to the projections in the first interim report. (Education Code 42130; 5 CCR 15453-15464)

(cf. 3100 - Budget)

(cf. 3220.1 - Lottery Funds)

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

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. 3110 – Transfer of Funds)

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. The audit shall also include a determination of whether LCFF funds were expended in accordance with the district's local control and accountability plan or an approved annual update of the plan. (Education Code 41020)

(cf. 0460 - Local Control and Accountability Plan)

(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: September 24, 2013 Madera, California



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Request Approval of Resolution No. 20-2014/15 approving the purchase of real property for new elementary school site

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

Agenda Placement: New Business

Background/ rationale:

The District has been in discussions and negotiations with the County of Madera ("County") regarding the District's potential purchase of the County's property located at 14450 Road 28, Madera, California 93638 in the City of Madera, State of California, comprising approximately 18.96 acres (APN: 035-221-001) (the "Property"). The District intends to acquire the Property for a future elementary school site.

Based on these discussions, the parties have agreed to a proposed purchase price of Five Hundred, Forty-Four Thousand, Five Hundred Dollars (\$544,500), as well as other terms and conditions of the sale of the Property to the District. These terms and conditions are more fully set forth in the proposed Purchase and Sale Agreement attached to the Resolution as Exhibit A.

As also described in the Resolution, the purchase of the Property is not subject to California Environmental Quality Act ("CEQA") review at this time pursuant to Section 15304 of the State CEQA Guidelines because the District will be acquiring the property only and no construction and/or physical change to the property will be undertaken prior to completion of a full CEQA review based on plans to be developed for any such project; and

Resolution No. 20-2014/15 will also authorize the Superintendent, or his designee, to finalize and execute the above-described Purchase and Sale Agreement for the Property, and take all other actions as appropriate for the District to acquire the Property.

Financial impact: The purchase price is \$544,500.

Superintendent's recommendation:

The Superintendent recommends approval of Resolution No. 20-2014/15 approving the purchase of Real Property.

Supporting documents attached:

- Resolution No. 20-2014/15
- Purchase and Sale Agreement (Exhibit A)

RESOLUTION NO. 20-2014/15

**A RESOLUTION OF THE BOARD OF EDUCATION OF THE
MADERA UNIFIED SCHOOL DISTRICT APPROVING THE
PURCHASE OF REAL PROPERTY**

WHEREAS, the Madera Unified School District ("District") is a school district duly created, established and authorized to exercise its powers under and pursuant to the California Constitution and Education Code sections 35000 et seq.; and

WHEREAS, the District has the right and power to, among other powers, acquire, hold, and convey real property for the use and benefit of the District (see Education Code §§ 17385 et seq., 35160 et seq. and 35162); and

WHEREAS, the District proposes to acquire title to the property currently owned by the County of Madera ("County") located at 14450 Road 28, Madera, California 93638 in the City of Madera, State of California, comprising approximately 18.96 acres (APN: 035-221-001) (the "Property") for District purposes; and

WHEREAS, the District has determined that the acquisition of the Property will serve District purposes by providing a property for a potential future school site; and

WHEREAS, the District has completed negotiations with the County regarding the proposed purchase price of Five Hundred, Forty-Four Thousand, Five Hundred Dollars (\$544,500), and the other terms and conditions of the sale of the Property to the District pursuant to the Purchase and Sale Agreement attached hereto as Exhibit A; and

WHEREAS, this purchase is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15304, of the State CEQA Guidelines because the District will be acquiring the property only at this time and no construction and/or physical change to the property is currently planned; and

WHEREAS, any potential future use of the property for a school facility is conditioned upon and will be subject to a full CEQA review based on plans to be developed for any such project; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE MADERA UNIFIED SCHOOL DISTRICT HEREBY RESOLVES AND FINDS THE FOLLOWING:

1. Authorization To Purchase. The Board of the District authorizes the District Superintendent or his designee to take all necessary actions to complete the purchase of the above-referenced real property in accordance with, the Purchase and Sale Agreement and Escrow Instructions between the County of Madera and the Madera Unified School District, a California public school district (the "Agreement"), attached hereto as Exhibit A.

The District Superintendent or his designee is authorized to execute, on behalf of the District, technical and non-substantive amendments to the Agreement and to execute such other documents and take such other actions as may be necessary or convenient to complete the purchase and close escrow on the Property.

2. Compliance with the California Environmental Quality Act. As the decision-making body of the District, the Board determines that this acquisition is not subject to CEQA review at this time, given that any use of the property is conditioned on a full CEQA review and analysis of any such future use.

The foregoing Resolution was duly passed and adopted at a meeting of the Board held on October 28, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**BOARD OF EDUCATION OF THE MADERA
UNIFIED SCHOOL DISTRICT**

By: _____
Name: _____
Title: _____
of the Madera Unified School District

ATTEST:

Clerk of the Board

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (hereinafter referred to as the “**Agreement**”) is made by and between **COUNTY OF MADERA**, a political subdivision of the State of California (hereinafter referred to as “**Seller**”), and the **MADERA UNIFIED SCHOOL DISTRICT**, a California public school and political subdivision of the State of California (hereinafter referred to as “**Buyer**”), on the Effective Date provided below.

RECITALS

This Agreement is entered into on the basis of the following facts, agreements and mutual understandings:

A. Seller owns certain real property located at **14450 Road 28, Madera, California 93638** in the City of Madera, County of Madera, State of California, comprising approximately 18.96 acres, identified as Assessor’s Parcel No. 035-221-001, as more particularly described in **Exhibit A** attached hereto (the “**Property**”).

B. Buyer desires to purchase the Property for school district purposes and Seller desires to sell the Property to Buyer, in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1.

GENERAL

1.1 **Purposes**. The purpose of this Agreement is to set forth the price, terms and conditions of the purchase by Buyer and sale by Seller of the Property.

1.2 **Effective Date**. The Effective Date of this Agreement shall be the later of the dates upon which Buyer or Seller sign this Agreement, as indicated by the dates opposite the signature lines of the parties below.

ARTICLE 2.

PURCHASE AND SALE

2.1 **Purchase and Sale**. Seller shall convey the Property to Buyer and Buyer shall accept such conveyance of the Property from Seller at the price and upon the terms and

conditions stated in this Agreement, which shall include, without limitation, transfer of all Seller's rights, title and interest in and to the following:

2.1.1 **Improvements.** Any improvements situated on, over and/or under the Property.

2.1.2 **Water Rights, Utility Rights and Development Rights.** All water rights, wastewater rights, utility rights and development rights associated with or appurtenant to the Property, including, without limitation, (i) all rights to water located on the Property, (ii) all rights to receive or install water and wastewater service on or for the Property from the governmental or quasi-governmental authority or utility company providing or regulating the same, which allow for the development of the Property, (iii) all taps, commitments for taps, written commitments of any nature from any governmental or quasi-governmental authority or utility company relating to the availability, connection and/or hook-up of water and/or wastewater service to the Property and (iv) all rights associated with or appurtenant to the Property to receive or install other utility services, including, but not limited to, electricity, gas and telephone.

2.1.3 **Licenses and Permits.** All transferable certificates, licenses, permits, authorizations, approvals, no action letters and similar assurances (including, without limitation, all environmental permits, zoning variances, plat approvals, site plan approvals, development permits and/or building permits) granted or issued by a private person or by any governmental or quasi-governmental authority to Seller with respect to the Property and which are required to evidence the full compliance of the Property with all applicable legal requirements, together with any and all applications pending with respect to any of the foregoing.

2.1.4 **Abutter's Rights.** All abutter's rights to such portions of all public streets, alleys and rights of way which abut the Property.

2.1.5 **Tenements, Easements and Rights of Way.** All tenements, hereditaments, easements, access rights, common area rights, landscaping and parking rights benefiting the Property.

2.1.6 **Other Interests.** All other rights, interests, privileges and appurtenances used or connected with the beneficial use or enjoyment of the Property and all other interests, privileges and properties as may be expressly specified in this Agreement to be sold, assigned or conveyed by Seller to Buyer.

2.2 **Purchase Price.** The total Purchase Price for the Property shall be FIVE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$544,500.00), which is based on the following breakdown of costs:

- a. \$490,000 for the land acquisition cost for the 18.96 acres; and
- b. Payment to Seller of \$37,500, to assist in a portion of the costs to relocate the Solar/Photovoltaic system planned for the Property; and

- c. Reimbursement to the Seller of 100% of the leased acreage surrender charge for portion(s) of the Property currently farmed by D&D Ag Services in the amount of \$17,000.

ARTICLE 3.

CONDITIONS TO CLOSE OF ESCROW

3.1 **Subject to Satisfaction or Waiver.** This Agreement, and the obligations of the parties hereunder, shall be subject to satisfaction or waiver (by the party in whose favor the condition precedent has been established) of all the conditions precedent set forth below.

3.1.1 **Condition of Title.**

(a) **Prohibited Encumbrances to Title.** All mortgages, deeds of trust, delinquent taxes, tax judgments, judgment liens, materialmen's liens, mechanics' liens and other similar monetary encumbrances or monetary liens (collectively "Prohibited Encumbrances") shall be deemed disapproved by the Buyer and no notice of disapproval shall be required therefor. Unless Buyer, in its sole and absolute discretion, agrees in writing to accept any such Prohibited Encumbrance, Seller shall, on or before the Close of Escrow, pay in full all amounts, including, without limitation, all charges, fees, delinquencies, prepayments or penalties, if any, related to the Prohibited Encumbrances and necessary to cause their removal as exceptions to title and further cause full reconveyances or other appropriate indices of cure or removal of such matters to be recorded.

(b) **Review of Preliminary Title Report.** Within ten (10) days of the Effective Date of this Agreement, Seller shall provide Buyer with a copy of a preliminary title report issued by **CHICAGO TITLE INSURANCE COMPANY** ("Title Company"), together with legible copies of all recorded documents, as prepared by the Title Company described in the preliminary title report (collectively, the "Preliminary Report").

Buyer shall be entitled to review and approve or disapprove any and all matters contained in the Preliminary Title Report, if timely provided by Seller, pursuant to the following procedures. Within thirty (30) days of receipt of the Preliminary Report, Buyer shall deliver notice of approval or disapproval of all title matters to Seller, which approval or disapproval shall, in all cases, be in Buyer's sole and absolute discretion ("Title Review Notice"). Such Title Review Notice may also specify any reasonable endorsements Buyer requests the Title Company to deliver to place title in a condition acceptable to Buyer. If Buyer delivers notice of disapproval, Seller shall deliver notice of its election to cure or not to cure the disapproved matters, within ten (10) business days of receipt of Buyer's notice. If Seller fails to deliver notice, Seller shall be deemed to have elected not to cure the disapproved matters. If Seller elects not to cure the disapproved matters, then Buyer shall have twenty (20) Business Days after the delivery of Seller's notice of election not to cure the disapproved matters to either waive its prior disapproval or terminate this Agreement. If Buyer delivers notice of its election to terminate this Agreement under this Section 3.1.1, this Agreement shall terminate and each party shall thereafter be released from its obligations under this Agreement, except those which specifically state that they will survive the termination of this Agreement. If Seller elects to cure

matters disapproved by Buyer under this Section 3.1.1, then Seller shall remove or otherwise cure all such disapproved matters to Buyer's reasonable satisfaction prior to the Close of Escrow.

3.1.2 **Title Policy.** Escrow Agent shall be unconditionally committed to procure from the Title Company the ALTA Standard Title Policy for the Property ("Title Policy") with a liability limit in the amount of the Purchase Price and insuring fee title vested in Buyer, the cost of which shall be paid by Buyer. If Buyer requires an ALTA Extended Title Policy, or a binder in lieu of a policy of title insurance, then Escrow Agent shall be unconditionally committed to procure the same from the Title Company, in which event, Buyer shall pay all additional costs associated with obtaining the ALTA Extended Title Policy or binder including, without limitation, any survey costs. If the Survey is timely obtained by Buyer, the ALTA Extended Title Policy shall insure against all off-record matters of title disclosed by the Survey or any extended coverage supplemental title report issued by the Title Company ("Survey Matters") which have not been approved or waived by Buyer pursuant to Section 3.1.1 above. Seller shall not have any obligation of any kind whatsoever to cure any matters of title or other information shown in the ALTA Extended Title Policy that it is not required to cure pursuant to the terms of Section 3.1.1. Buyer must accept the ALTA Standard Policy on the Close of Escrow if the Title Company cannot, will not or fails to issue an ALTA Extended Policy on terms and conditions acceptable to Buyer. If Buyer requests any reasonable title insurance endorsements, Escrow Agent shall be unconditionally committed to procure the same from the Title Company. Buyer shall pay for all title insurance endorsements requested by Buyer (however, Seller shall pay for any endorsements necessary to cure any matters disapproved by Buyer for which Seller has elected to cure and for which Buyer has agreed to allow to cure by endorsement), unless otherwise mutually agreed to by the parties.

3.1.3 **Seller's Performance, Representations and Warranties.** Seller shall have duly performed each and every undertaking, covenant and agreement to be performed by it under this Agreement, Seller's representations and warranties to Buyer set forth in Article 6 shall be true and correct in all respects at and as of the Closing Date.

3.1.4 **Buyer's Performance, Representations and Warranties.** Buyer shall have duly performed each and every undertaking, covenant and agreement to be performed by it under this Agreement and Buyer's representations and warranties to Seller set forth in this Agreement shall be true and correct in all respects at and as of the Closing Date.

3.1.5 **Investigation of the Property – Ability to Use Property for School District Purposes.** Buyer shall have until the Closing Date (the "Feasibility Period") to review the suitability of the Property for Buyer's use, including, without limitation, any governmental land use regulations, zoning ordinances, and the physical condition of the Property including hazardous materials, environmental, radon gas, geotechnical and soils assessments and the availability of all School Site Approvals, as defined below (collectively, the "Feasibility Matters"), and to approve or disapprove (in the Buyer's sole and absolute discretion) of the Feasibility Matters and give Seller and Escrow Agent written notice thereof. Buyer shall be solely responsible for any and all costs incurred by Buyer in connection with its review and/or investigations of the Property and Feasibility Matters. "School Site Approvals" means all approvals necessary to determine that the Property can be used immediately as a school site under all applicable federal, state and local laws, rules and regulations which shall include, but

not be limited to, those required by the California Department of Education, the Department of Toxic Substances Control, the California Environmental Quality Act ("CEQA"), the California Education Code, the California Government Code, applicable state regulations, as well as all other approvals required by law to utilize the Property as a school site. Without limitation due to enumeration, an express condition precedent to close of escrow is approval of this site by the California Department of Education, Department of Toxic Substances Control, completion of the CEQA process (including a determination that the site is free of hazardous materials) and completion of any additional property acquisitions necessary to allow the property to be used as a school site by the Buyer. In addition, the Property must be free of any Indian artifacts.

3.2 **Failure of Conditions Precedent.** Sections 3.1.1, 3.1.2, 3.1.3 and 3.1.5 are for Buyer's benefit and can only be waived by Buyer; Section 3.1.4 is for Seller's benefit and can only be waived by Seller. In the event that the conditions precedent set forth above are neither satisfied nor waived by the Closing Date, any party may terminate the Escrow and this Agreement by giving a written notice of termination to the other party and Escrow Agent, which written notice shall specify the reason for such termination. This Agreement shall terminate five (5) Business Days after delivery of any such termination notice unless the non-terminating party satisfies the remaining conditions within such five (5) Business Day period.

3.3 **Conditions to Seller's Obligation to Close.** The following are conditions of Seller's obligations to close escrow.

3.3.1 Buyer shall have complied in a timely manner with each of its obligations hereunder to make deposits to Escrow Holder within the time limits herein set forth and shall have performed all other obligations required to be performed by Buyer prior to the Closing.

ARTICLE 4.

ESCROW

4.1 **Escrow and Closing.** Purchase and sale of the Property shall be consummated through an escrow ("Escrow") with the Escrow Holder, CHICAGO TITLE INSURANCE COMPANY. The conveyance of the Property to Buyer and payment of the Purchase Price to Seller shall be referred to herein as the "**Closing**" or "**Close of Escrow.**" The Closing of the Property shall occur within thirty (30) days after Buyer notifies Seller that Buyer is ready to close (the "**Closing Date**"), provided that the conditions of the parties set forth in Article 3 above have been satisfied or waived. If Escrow does not close by within ninety (90) calendar days after the Effective Date of this Agreement (the "**Final Closing Date**"), either Seller or Buyer may terminate this Agreement by providing written notice to the other parties. The Final Closing Date may be extended by mutual written agreement of the Parties.

4.2 **Escrow Instructions.** This Agreement constitutes escrow instructions to Escrow Holder. Seller and Buyer shall make the deliveries into Escrow set forth in Sections 4.3 and 4.4 below. Any supplemental escrow instructions given by the parties to the Escrow Holder shall be in writing and shall be consistent with the terms of this Agreement and shall provide that, as between the parties, the terms of this Agreement shall prevail if there is any inconsistency.

4.3 **Seller's Deposits into Escrow.** Seller shall deposit with Escrow Holder prior to the Closing Date the following documents:

(a) a good and sufficient grant deed, in substantially the same form as the form attached hereto as **Exhibit B**, properly executed and acknowledged by Seller in favor of Buyer, the delivery and recordation of which shall vest in Buyer fee title in and to the Property, subject only to the exceptions to title accepted by Buyer pursuant to the procedures set forth in Section 3.1.1.(b) above;

(b) a certificate (the "FIRPTA Affidavit"), duly and validly executed by Seller in favor of Buyer, certifying that Seller is not a "foreign person", as the term is defined in Section 1445(f) of the Internal Revenue Code of 1986, as amended;

(c) a certificate (the "Withholding Certificate") duly and validly executed by Seller in favor of Buyer as required under California Revenue and Taxation Code Sections 18805 and 26131;

(d) the amount, if any, required of Seller under Article 7 of this Agreement entitled "Taxes, Fees and Costs" and any other amounts payable upon the Close of Escrow under any other provisions of this Agreement;

(e) such proof of Seller's authority and authorization to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by the Title Company.

4.4 **Buyer's Deposits into Escrow.** Buyer shall deposit with Escrow Holder prior to the Closing Date, the following:

(a) the Purchase Price in accordance with Article 2 above and any additional funds necessary to cover Buyer's share of fees, costs, premiums and prorations;

(b) a fully executed Certificate of Acceptance by Grantee with respect to the Grant Deed and an executed resolution of the Board of Education of the District authorizing acceptance of the Property pursuant to the Grant Deed;

(c) such proof of Buyer's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Buyer to act for and bind Buyer as may be reasonably required by the Title Company.

4.5 **Closing Costs.** In connection with the Closing, all Closing Costs related to the purchase and sale of the property described herein including, but not limited to, cost of documentary transfer taxes, fees associated with transfer of ownership, the premium for issuing the title insurance policy, recording fees, etc., shall split equally (50%/50%) between the Buyer and the Seller. Escrow fees and any other costs of the Escrow shall also be split equally between the Parties.

4.6 **Prorations.** Real property taxes, if any, shall be prorated and paid by Seller through the Close of Escrow, at which time the Property will become tax exempt. Any supplemental tax bills which are issued after Closing and which cover any period prior to such Closing also shall be prorated in the manner provided in this Section 4.6. Personal property taxes, if any, assessed against the property shall be paid in full by Seller at Close of Escrow.

4.7 **Cash and Documents.** At the Closing, Buyer shall pay all amounts required to be paid by Buyer, and, shall cause Escrow Holder to be ready, willing and able to deliver to Seller the full Purchase Price of the Property. Seller shall cause Escrow Holder to record and deliver to Buyer the grant deed to the Property, and shall pay all costs required to be paid by Seller. At Closing Phase, Seller shall assign to Buyer all plans, reports and development rights which are owned by Seller and are applicable exclusively to the Property.

4.8 **Possession.** Possession of the Property shall be delivered to Buyer upon the Close of Escrow.

4.9 **Refund of Seller's Deposits.** Any deposits made or costs incurred by Seller for utility or other services to the Property which are refunded or reimbursed before or after the Closing contemplated in this Agreement shall be Seller's sole property, and shall be delivered to Seller by Buyer and/or retained by Seller. Buyer's obligations under this Section 4.9 shall survive the Closing.

ARTICLE 5.

REPRESENTATIONS AND WARRANTIES

5.1 **Seller's Representations.** Seller represents and warrants the following to Buyer, as of the Effective Date of this Agreement, and at Close of Escrow:

5.1.1 **Authority.** Seller has the right, power and authority to enter into this Agreement and to perform its obligations hereunder, and the person(s) executing this Agreement on behalf of Seller have the right, power and authority to do so. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms. This Agreement, to Seller's actual knowledge, does not violate any provision of any other agreement or document to which Seller is a party or to which Seller is bound.

5.1.2 **Hazardous Materials/Reports.** To the best of Seller's knowledge, (1) Seller has not, during the period of Seller's ownership, placed any Hazardous Materials on the Property in violation of any Hazardous Material Laws, which would create any hazardous waste liability for Buyer in connection with the Property, (2) prior to the date Seller acquired interest in the Property, the Property did not contain Hazardous Materials in violation of applicable law and the Property does not now contain Hazardous Materials in violation of applicable law, and (3) Seller has not stored or caused to be stored upon the Property any Hazardous Materials in violation of Hazardous Materials Laws, and Seller has no actual knowledge or reason to know that any of Seller's predecessor-in-interest stored or caused to be stored any Hazardous Materials on the Property in violation of Hazardous Materials Laws. As used herein, "Hazardous Materials" and "Hazardous Material Law" means and refers to any toxic or hazardous substance,

material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (1) any “hazardous substance” within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”) 42 U.S.C. § 9601, et seq., or the California Hazardous Substance Account Act, Cal. Health and Safety Code § 25300, et seq., or the Porter-Cologne Water Quality Act, Cal. Water Code § 13000, et seq., or the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; (2) any “hazardous waste” within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; or (3) any other substance, chemical, waste, toxicant, pollutant or contaminate regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including, without limitation, any petroleum products or fractions thereof.

5.1.3 **Seller’s Use Conforming.** To the best of Seller’s knowledge, (1) Seller’s current ownership and maintenance of the Property is in conformance with all applicable laws, regulations, ordinances and codes, and Seller has no actual knowledge or reason to know of any alleged violation of any governmental law, regulation, ordinance or code applicable to the Property, and (2) Seller has not received, nor are aware of any notification from any Governmental Agency having jurisdiction over the Property, requiring any work to be done on or affecting the Property.

5.1.4 **Pending Transactions, Suits or Proceedings.** To the best of Seller’s knowledge, there are no transactions, suits, proceedings or investigations, pending or, to the best of Seller’s knowledge, threatened against or affecting Seller or the Property, which would prevent Seller from meeting any of its obligations under this Agreement or which would materially and adversely affect the Property.

5.1.5 **Agreements.** There are no agreements (whether oral or written), affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof, which are obligations which will affect the Property, or any portion thereof, subsequent to the recordation of the Grant Deed, except as otherwise agreed to in writing by Buyer.

5.1.6 **No Violations.** Seller has not received notice from any governmental agency pertaining to the violation of any law or regulation affecting the Premises.

5.1.7 **Subdivision Map Act.** The Premises are composed in their entirety of one or more lots which are in compliance with the Subdivision Map Act [Government Code Section 66410, et. seq.] and Seller has good and marketable title thereto.

5.1.8 **Seller’s Foreign Asset Compliance.** Seller, and to Seller’s actual knowledge, each person or entity owning an interest in Seller is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury (“OFAC”) and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the “List”), and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United

States, and (iii) not an Embargoed Person (as defined below). To Seller's actual knowledge, none of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as defined below), and no Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly). The term "Embargoed Person" means any person, entity or government subject to trade restrictions under United States law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., The Trading With the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder.

5.1.9 **Documents True.** All documents delivered by Seller to Buyer pursuant to this Agreement are true, correct and complete copies of originals, and any and all information prepared by Seller or at Seller's direction and supplied to Buyer is true, correct and complete.

5.1.10 **Omissions and Misrepresentations.** Neither the representations and warranties of Seller, nor any other document or written information provided to Buyer by or on behalf of Seller in connection with the transactions contemplated hereby, contain any untrue statement of any material fact or omit to state any material fact necessary to make any such statement, warranty or representation not misleading.

5.2 **Buyer's Representations and Warranties.**

5.2.1 **Authority.** Buyer represents and warrants to Seller that (a) Buyer has the right, power and authority to enter into this Agreement and to perform its obligations hereunder, and the person(s) executing this Agreement on behalf of Buyer have the right, power and authority to do so; (b) this Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms; and (c) this Agreement, to Buyer's actual knowledge, does not violate any provision of any other agreement or document to which Buyer is a party or to which Buyer is bound.

5.2.2 **Buyer's Investigations.** Buyer acknowledges that, prior to the Closing Date of the Property, it or its agents or employees or contractors shall have thoroughly inspected the Property and observed the physical characteristics and condition of the Property and otherwise investigated the status of the Property. Buyer is familiar with the Property, and has made, or will have made, such independent investigations as Buyer deems necessary, advisable or material concerning all aspects of the Property, including, but not limited to, the condition, use, sale, government approvals, development or suitability of the Property for Buyer's intended purposes.

5.2.3 **Buyer's Foreign Asset Compliance.** Buyer and, to Buyer's actual knowledge, each person or entity owning an interest in Buyer is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC and/or on any other similar List, (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, and (iii) not an Embargoed Person, to Buyer's actual knowledge, none of the funds or other assets of Buyer constitute property of, or are beneficially owned, directly or indirectly, by

any Embargoed Person, and to Buyer's actual knowledge, no Embargoed Person has any interest of any nature whatsoever in Buyer (whether directly or indirectly).

5.3 **Warranties Survive.** Each and every one of the foregoing representations and warranties in favor of each party is material to such party's decision to enter, and relied upon by such party in entering, this Agreement. The representations and warranties of each party shall survive the closing of the transactions contemplated by this Agreement for a period of three (3) years.

ARTICLE 6.

COVENANTS OF THE PARTIES

6.1 **No Concern.** Escrow Agent shall have no concern with, liability or responsibility for, this Article.

6.2 **Cooperation.** Buyer and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the acquisition of the Property as provided herein. Both Buyer and Seller hereby agree to cooperate with each other by executing such other documents or taking such other action as may be reasonably necessary to complete this transaction in accordance with the intent of the parties as evidenced in this Agreement.

6.3 **Seller's Covenants.** Seller covenants and agrees as follows:

6.3.1 **Liens and Other Agreements.** Except as provided elsewhere in this Agreement, Seller shall not cause any liens, encumbrances or easements on the Property other than the Approved Exceptions. From the Effective Date, Seller shall not enter into any agreement regarding the sale, rental, management, repair, improvement or any other matter affecting the Property which agreement would be binding on Buyer or the Property after Closing.

6.3.2 **Delivery of Property Documents.** Seller agrees to provide to Buyer all material documents relating to the Property that are in Seller's possession ("Property Documents"). Seller shall provide these documents to the Buyer within (30) days of execution of this Agreement. In addition, Seller agrees to cooperate with Buyer to provide existing documents which are not in actual possession of Seller relating to the Property that may be reasonably required by Governmental Agencies in connection with the approval of the Property as a school site ("Existing Documents"), as long as the Existing Documents can be provided without the consent of any person or entity or, if any such consent is required, the consent can be obtained without the incurring of any expense or the payment of any consideration by Seller. Seller is delivering the Property Documents, the Existing Documents and perhaps other documents to Buyer solely for informational purposes and without any representation or warranty whatsoever as to the accuracy of the information contained in the Property Documents, the Existing Documents or other documents. Buyer acknowledges that neither Buyer nor any other party is entitled to rely on the information contained in the Property Documents, the Existing Documents or other documents, and that Buyer shall perform its own independent diligence with respect to Buyer's decision to purchase the Property.

6.4 **Buyer's Covenants.** Buyer covenants and agrees as follows:

6.4.1 **Processing.** Buyer shall, at its sole cost and expense, take such actions and obtain such approvals as required to create the Property as a separate legal parcel to enable Seller to lawfully convey the Property to Buyer. Buyer shall proceed with such processing in a diligent manner.

6.4.2 **Buyer's Entry onto Property.** Buyer may enter the Property and conduct physical inspections and testing prior to the Closing, provided that (1) Buyer agrees to indemnify Seller against all damages caused thereby, (2) Buyer has general liability insurance as provided in Section 6.2C below, and (3) in the event of any damage to the Property due to Buyer's activities, Buyer restores the Property to the condition existing prior to its entry. Buyer shall not allow any liens to be imposed upon the Property and shall indemnify and hold Seller harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, and expenses (including, without limitation, reasonable attorneys' fees and costs), arising out of or resulting from Buyer and/or its agents, employees, contractors and consultants entering onto, investigating and inspecting the Property, other than claims based on the loss of value or marketability of the Property due to Buyer's discovery of defects, and except to the extent any of the same shall be caused or contributed to by Seller. Buyer's indemnification, defense and hold harmless obligation under this Section 6.2B shall survive the termination of this Agreement or the Closing.

6.4.3 **Buyer's Liability Insurance.** Prior to any entry onto the Property by Buyer, or its agents, employees, contractors or consultants, occurring at any time prior to the Closing, Buyer shall procure and maintain in effect commercial general liability insurance covering Buyer and the Property and naming Seller and all lenders having a security interest in the Property as additional insureds thereon, and providing for a combined single limit in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, issued by companies and in form and substance reasonably satisfactory to Seller. Buyer shall provide Seller with written confirmation of Buyer's liability insurance coverage prior to the entry onto the Property hereunder. Seller agrees that Buyer may carry the above-described liability policy under a blanket policy of insurance. Seller shall be given written notice at least thirty (30) days prior to cancellation, material amendment or reduction of any coverage.

ARTICLE 7.

TAXES, FEES AND COSTS

7.1 **Taxes.** Seller shall be solely responsible for the payment of any and all taxes related to the Property up to and including the Closing Date.

7.2 **Fees and Costs.** As described in Section 4.5 above, the Parties shall split evenly the costs associated with the Escrow Agent's escrow fee and the fees for the title policy; and the usual recording charges assessed by the County Recorder.

7.3 **Escrow Cancellation Charges Due to a Default.** Notwithstanding the provisions of Section 7.2 above, if Escrow fails to close due to either party's default, then the defaulting party shall pay all Escrow cancellation charges. Otherwise, the Buyer shall pay any

and all Escrow cancellation charges. "Escrow cancellation charges" means all fees, charges and expenses incurred by Escrow Agent, including all expenses incurred in connection with issuance of the Preliminary Report and other title matters.

ARTICLE 8.

MISCELLANEOUS PROVISIONS

8.1 **Attorneys' Fees.** In the event of legal proceedings to enforce any provisions or conditions hereof, or by reason of any breach arising under the provisions hereof, or otherwise arising out of this Agreement, then the prevailing party in such proceedings shall be entitled to recover its reasonable attorneys', consultants' and experts' fees to be determined by the court.

8.2 **Entire Agreement.** This Agreement contains all the inducements and the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, inducements, agreements, arrangements or understandings, oral or written, relating to the subject matter or the Property which are not fully expressed herein.

8.3 **Agreement Survives Close of Escrow.** All obligations referred to or required to be performed at a time or times after the Close of Escrow shall survive the Close of Escrow.

8.4 **Construction of Agreement.** The agreements contained herein shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this Agreement. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. All Exhibits attached hereto are incorporated herein by reference. The use herein of (i) the neuter gender includes the masculine and the feminine and (ii) the singular number includes the plural, whenever the context so requires.

8.5 **Governing Law.** This Agreement and the documents in the forms attached as exhibits hereto shall be governed by and construed under the laws of the State of California. This Agreement shall be deemed made and entered into in Madera County, California.

8.6 **Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

8.7 **No Partnership or Joint Venture.** Seller or Buyer shall not, by virtue of this Agreement, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer. In addition, by virtue of this Agreement there shall not be deemed to be a joint enterprise between Buyer and Seller.

8.8 **Additional Documents.** From time to time prior to and after the consummation of the sale contemplated hereunder, each party shall execute and deliver such instruments of transfer and other documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

8.9 **FIRPTA Compliance.** Under the Foreign Investment in Real Property Tax Act (“FIRPTA”), Internal Revenue Code Section 1445, every Buyer of United States real property must, unless an exemption applies, deduct and withhold from Seller’s proceeds ten percent (10%) of the gross sales price. The primary exemptions apparently applicable to this transaction are that no withholding is required if (i) Seller provides Buyer with an affidavit under penalty of perjury, that Seller is not a “foreign person,” or (ii) Seller provides Buyer with a “qualifying statement” issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as directed by Escrow Agent, any instrument, affidavit and/or statement, or to perform any act reasonably necessary, to carry out the provisions of FIRPTA and regulations promulgated thereunder.

8.10 **Cal FIRPTA Compliance.** Under California Revenue and Taxation Code Section 18662 (“Cal FIRPTA”), every Buyer must, unless an exemption applies, deduct and withhold from Seller’s proceeds 3-1/3% of the gross sales price if the Seller has a last known street address outside of California, or if the Seller’s proceeds will be paid to a financial intermediary of the Seller. The primary exemptions apparently applicable to this transaction are that no withholding is required if (i) the Franchise Tax Board issues a certificate authorizing a lower amount or no withholding, or (ii) the Seller signs an affidavit stating that the Seller is a California resident or a corporation or business entity qualified to do business in California. Seller and Buyer agree to execute and deliver as directed by Escrow Agent, any instrument, affidavit and/or statement, or to perform any act reasonably necessary, to carry out the provisions of the above referenced statute and regulations promulgated thereunder.

8.11 **Notice.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given at the following times: (1) on the date of service if served personally on the party to whom notice is to be given; (2) on the first business day after transmission if transmitted by receipt-confirmed facsimile, provided a copy is also delivered by personal service or mail; (3) on the first business day after deposit if deposited with a recognized express courier service that guarantees next-day delivery; or (4) on the second business day after the mailing if mailed to the party to whom notice is to be given by first-class mail, registered or certified, postage prepaid and properly addressed as follows:

TO BUYER: MADERA UNIFIED SCHOOL DISTRICT
 1902 Howard Road
 Madera, CA 93637
 Attention: _____
 Telephone: _____
 Fax: _____

SELLER: COUNTY OF MADERA
 200 West 4th Street, Suite 4200
 Madera, CA 93637-3538
 Attention: _____
 Telephone: _____
 Fax: _____

To Escrow Holder: Chicago Title Insurance Company

Any party may change its address for purposes of this section by giving the other parties written notice of the new address in the manner set forth above.

8.12 **Assignment.** Prior to the Closing, Buyer may not assign its rights nor delegate its obligations under this Agreement to any other party or entity without the express written consent of Seller. Any proposed assignment by Seller shall not be made without the express written consent of Buyer. Notwithstanding any assignment or other transfer by Buyer, Buyer shall remain liable for the performance of all obligations imposed on it under this Agreement. All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, the respective permitted assigns and successors of Seller and Buyer.

8.13 **Remedies Cumulative.** All rights and remedies of Buyer and Seller contained in this Agreement shall be construed and held to be cumulative.

8.14 **Successors and Assigns.** Subject to the restrictions and prohibitions on assignment set forth in Section 8.1, each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest, assigns, and legal representatives of the parties hereto. As used in the foregoing, “successors” shall refer to the parties’ interest in the Property and to the successors to all or substantially all of their assets and to their successors by merger or consolidation.

8.15 **Waiver.** No waiver by Buyer or Seller of a breach of any of the terms, covenants or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by Buyer or Seller hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by Buyer or Seller to or of any act by the other party requiring the consent or approval of the first party shall not be deemed to waive or render unnecessary such party’s consent or approval to or of any subsequent similar acts by the other party.

8.16 **Seller’s Default.** If, because of Seller’s material default, the purchase and sale of the Property is not consummated, Buyer’s right to seek monetary damages from Seller for failure to close shall be limited to payment of any out-of-pocket expenses incurred by Buyer to third party consultants, bonding agents, engineers, brokers and attorney in connection with this Agreement, not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00).

8.17 **Dates and Business Days.** A “business day” is a day during which the federal government and the State of California are open for business. If the deadline for performance under any time period specified in this Agreement shall fall on a day other than a business day, then such time period shall automatically be extended to the next business day.

8.18 **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

8.19 **Time.** Time is of the essence in this Agreement.

8.20 **No Recordation of this Agreement.** Neither Seller nor Buyer shall cause or permit the recordation of this Agreement.

8.21 **Exhibits.** The Exhibits attached hereto are incorporated in this Agreement by this reference.

8.22 **Counterparts.** This Agreement may be executed in counterparts, all of which, when taken together, shall constitute a fully executed original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

SELLER:

COUNTY OF MADERA, a political subdivision of the
State of California

By: _____

Date: _____

Name: _____

Title: _____

BUYER:

MADERA UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

Name: _____

Title: _____

Exhibit A
Legal Description and Map

EXHIBIT A

Exhibit B
Grant Deed Form

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Madera Unified School District
1902 Howard Road
Madera, CA 93637
Attn: Superintendent

(Above Space for Recorder's Use Only)
Grant Deed

The undersigned grantor declares:
Documentary Transfer Tax not shown
Pursuant to Section 11932 of the
California Tax Code

City of Madera, California

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COUNTY OF MADERA, hereby grants to the **MADERA UNIFIED SCHOOL DISTRICT**, a California public school and political subdivision of the State of California, the following described real property located in the City of Madera, County of Madera, State of California, together with all buildings and improvements located thereon and any and all improvements, easements, privileges, and rights appurtenant thereto.

See Exhibit A attached hereto and incorporated herein by this reference.

COUNTY OF MADERA, a political subdivision of the
State of California

By: _____

Date: _____

Name: _____

Title: _____



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Request Adoption of Resolution No. 21-2014/15 approving the issuance and sale of general obligation bonds to refinance the District's outstanding Election of 2002, Series 2005, 2006 and 2007 General Obligation Bonds

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

Agenda Placement: New Business

Background/ rationale:

The School Board is being asked to consider the adoption of Resolution No. 21-2014/15, which would approve the issuance and sale of general obligation bonds to refinance (or "refund") a portion of the District's outstanding Election of 2002, Series 2005, 2006 and 2007 General Obligation Bonds in an aggregate principal amount not to exceed \$18.15 million. The resolution approves the issuance of the Refunding Bonds and directs the Superintendent and Assistant Superintendent of Administrative and Support Services to proceed with the sale of the Refunding Bonds, provided that there is sufficient debt service savings. The resolution also approves several other documents necessary for the issuance of the Refunding Bonds, including a Preliminary Official Statement, a Bond Purchase Contract between the District and Stifel Nicolaus, the underwriter of the bonds, Escrow Agreements, a Cost of Issuance Custodian Agreement, and a Continuing Disclosure Agreement. The Refunding Bonds will be repaid over the same period as the original 2005, 2006 and 2007 Bonds and be payable on a parity with the general obligation bonds issued by the District in 2003.

The documents approved by the resolution consist of the following:

- 1) The Preliminary Official Statement serves as the "prospectus" for the financing and is the District's disclosure document to be delivered by the Underwriter to prospective purchasers of the Refunding Bonds that will provide information needed by investors to make an informed decision.
- 2) The Bond Purchase Contract is the agreement between the District and Stifel Nicolaus serving as the underwriter for the Refunding Bonds. The various responsibilities of the District and Underwriter that affect the sale of bonds are described in the document, which also specifies the interest rates on the bonds and the price at which the Refunding Bonds are purchased from the District by the Underwriter.
- 3) The Continuing Disclosure Agreement obligates the District to provide certain information on an annual basis regarding the financial condition of the District and data on the District's tax base that relates to the security for the payment of the

Refunding Bonds over the period that the Refunding Bonds are outstanding. This information will be provided in annual reports to be filed with Nationally Recognized Municipal Securities Information Repositories. The District has filed such reports for the 2005, 2006, and 2007 Bonds and for its other general obligation bonds issued in 2003.

- 4) The Escrow Agreements provide for the deposit of proceeds of the Refunding Bonds to dedicated accounts to be held by The Bank of New York Mellon Trust Company, N.A. The moneys deposited under the Escrow Agreements will be used solely to pay the debt service due on the 2005 and 2006 Bonds until their redemption on August 1, 2015, and the debt service due on the 2007 Bonds until their redemption on August 1, 2016.
- 5) The Cost of Issuance Custodian Agreement establishes a temporary fund with The Bank of New York Mellon Trust Company, N.A., into which some proceeds of the Refunding Bonds will be deposited and used to pay costs relating to the issuance of the Refunding Bonds. Once issuance costs are paid, the fund will be closed.

The resolution authorizes the District to proceed to issue and sell the Refunding Bonds to Stifel Nicolaus at interest rates which may not exceed 6% per annum and provided there is sufficient debt service savings. Based on bond market conditions, the nominal debt service savings are estimated to be about \$1.2 million, equivalent to present value savings of about 6.8% of the amount of the 2005, 2006 and 2007 Bonds being refunded, higher than the typical threshold of 3.0%.

The resolution authorizes the Superintendent or Assistant Superintendent of Administrative and Support Services and other administrative personnel to take all action which is necessary to accomplish the issuance of the Refunding Bonds, including authorizing Isom Advisors to act as financial advisor and Best Best and Krieger LLP to act as bond and disclosure counsel for the District; and purchasing a policy of municipal bond insurance guaranteeing payment of the principal and interest on the bonds or a portion thereof.

Financial impact: The sale of the Refunding Bonds would result in a reduction in the current debt service payments for the existing 2005, 2006, and 2007 Bonds. Such debt service savings would lower future property tax rates paid by residents and businesses in the District. Property tax payers in the District would be the sole beneficiaries of the refunding. The expenses associated with issuing the Refunding Bonds would be paid from the proceeds of the Refunding Bonds, and not from the District's general fund. There would be no financial impact on the District or its general fund.

Superintendent's recommendation:

The Superintendent recommends that the Board approve Resolution No. 21-2014/15.

Supporting documents attached:

Resolution No. 21-2014/15 and the Preliminary Official Statement. All other documents are on file.

MADERA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 21-2014/15

**RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2014, IN A PRINCIPAL AMOUNT NOT TO
EXCEED \$18,150,000, AND APPROVING CERTAIN
OTHER MATTERS RELATED THERETO**

WHEREAS, Madera Unified School District (the “District”), has heretofore issued its bonds designated “Madera Unified School District General Obligation Bonds, Election of 2002, Series 2005” in the initial aggregate principal amount of \$25,999,103.50 (the “Series 2005 Bonds”), \$12,670,000 of which were issued as current interest bonds; and

WHEREAS, The District has heretofore issued its bonds designated “Madera Unified School District General Obligation Bonds, Election of 2002, Series 2006” in the initial aggregate principal amount of \$3,800,058.80 (the “Series 2006 Bonds”), \$1,915,000 of which were issued as current interest bonds; and

WHEREAS, The District has heretofore issued its bonds designated “Madera Unified School District General Obligation Bonds, Election of 2006, Series 2007” in the initial aggregate principal amount of \$27,998,538.95 (the “Series 2007 Bonds” and together with the Series 2005 Bonds and the Series 2006 Bonds, the “Prior Bonds”), \$18,690,000 of which were issued as current interest bonds; and

WHEREAS, the Series 2005 Bonds were issued on May 12, 2005 pursuant to Resolution No. 43-2004/05 adopted by the Board of Education of the District (the “Board of Education”) on March 29, 2005 on its own behalf (the “Series 2005 Bond Resolution”); and

WHEREAS, the Series 2006 Bonds were issued on March 14, 2006 pursuant to Resolution No. 40-2005/06 adopted by the Board of Education of the District (the “Board of Education”) on February 14, 2006 on its own behalf (the “Series 2006 Bond Resolution”); and

WHEREAS, the Series 2007 Bonds were issued on March 27, 2007 pursuant to Resolution No. 51-2006/07 adopted by the Board of Education on February 13, 2007 on its own behalf (the “Series 2007 Bond Resolution”); and

WHEREAS, the Treasurer-Tax Collector of the County of Madera is the Paying Agent for the Prior Bonds; and

WHEREAS, pursuant to Article 9 (commencing with Section 53550) and Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (collectively, the “Refunding Law”), the Board of Education may authorize the issuance of bonds for the purpose of refunding the outstanding Prior Bonds upon complying with and satisfying the requirements of the Refunding Law; and

WHEREAS, the Board of Education has determined that prudent management of the fiscal affairs of the District requires that refunding bonds be issued pursuant to the Refunding Law for the purpose of defeasing and refunding the portion of the Prior Bonds representing the current interest bonds (the “Refunded Bonds”); and

WHEREAS, pursuant to the Refunding Law, such refunding bonds may be issued only if the total net interest cost to maturity on such refunding bonds plus the principal amount thereof is not in excess of the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds, but, subject to the limitations stated above, the principal amount of such refunding bonds may be more than the principal amount of the Refunded Bonds; and

WHEREAS, the Board of Education has determined that it should authorize the issuance and sale of general obligation refunding bonds which are to be issued to refund a portion of the Prior Bonds upon the terms and conditions set forth in this Resolution, and which shall be denominated “Madera Unified School District General Obligation Refunding Bonds, Series 2014” (the “Bonds”); and

WHEREAS, in order to accomplish the refunding of the Prior Bonds, a portion of the proceeds of the Bonds will be used to purchase direct general obligations of the United States of America, or obligations on which the payment of principal of and interest are guaranteed by the United States of America, and cash, and such securities and cash will be deposited in an escrow fund pursuant to the terms of three separate Escrow Agreements, each relating to the defeasance and refunding of the designated maturities of the Series 2005 Bonds, the Series 2006 Bonds and the Series 2007 Bonds, respectively, being refunded by the Bonds between the District and The Bank of New York Mellon Trust Company, N.A., as Escrow Agent; and

WHEREAS, the Board of Education has determined, and does hereby declare, that it is necessary and desirable that the Bonds be issued and sold for the purposes which are authorized by and on the terms and conditions set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF EDUCATION OF MADERA UNIFIED SCHOOL DISTRICT, AS FOLLOWS:

Section 1. Authorization of Bonds. The Board of Education authorizes the issuance and sale of the Bonds in an aggregate principal amount that shall not exceed \$18,150,000 for the purposes of (a) defeasing and refunding all or a portion of the current interest bonds portion of the Prior Bonds, and (b) paying all necessary legal, financial and contingent costs in connection with the issuance of the Bonds, including the Costs of Issuance (as defined herein). The Bonds shall be designated “Madera Unified School District General Obligation Refunding Bonds, Series 2014.” The Board of Education finds that the prudent management of the District’s fiscal affairs requires that the Bonds be issued pursuant to the Refunding Law for the purpose of defeasing and refunding the Refunded Bonds.

Section 2. Definitions. As used in this Resolution the terms set forth below have the following meanings:

“Assistant Superintendent” means the Assistant Superintendent of Administrative and Support Services of the District.

“Board of Education” means the Board of Education of the District.

“Bond Insurer” means the insurance company that issues the Bond Insurance Policy, if any.

“Bond Insurance Policy” means a bond insurance policy or a financial guaranty insurance policy, if any, guaranteeing payment of the Principal of and interest on the Bonds when due.

“Bond Payment Date” means February 1 and August 1 of each year commencing February 1, 2015 with respect to the interest on the Bonds, and August 1 of each year, commencing August 1, 2015 with respect to the principal payments on the Bonds, or such other dates as may be specified in the Bond Purchase Agreement.

“Bond Purchase Agreement” means the Bond Purchase Agreement by and between the District and the Underwriter pursuant to which the District agrees to sell the Bonds to the Underwriter and the Underwriter agrees to purchase the Bonds from the District.

“Bond Register” means the books and records maintained by the Paying Agent at its principal office for the registration, exchange and transfer of the Bonds.

“Bonds” means the Madera Unified School District General Obligation Refunding Bonds, Series 2014.

“Bond Year” means the twelve month period extending from August 2 in one calendar year to August 1 of the succeeding calendar year, both dates inclusive, the first such Bond Year commencing on the Closing Date and ending August 1, 2015.

“Business Day” means any day other than (i) Saturday or Sunday, or (ii) a day upon which banking institutions in the State of California, or the State of New York, or in the state in which the Paying Agent has its principal office are authorized or obligated by law or executive order to be closed.

“Clerk” means the Clerk of the Board of Education.

“Code” means the Internal Revenue Code of 1986, as amended.

“Costs of Issuance” means all expenses relating to the issuance of the Bonds and to the calling, retiring and paying of the Refunded Bonds, including charges of the Escrow Agent and the Paying Agent in connection with the issuance of the Bonds or in connection with the redemption of the Refunded Bonds.

“Cost of Issuance Fund” means the Cost of Issuance Fund established pursuant to Section 10 of this Resolution and to be held by the Paying Agent for the benefit of the District into which proceeds of the sale of the Bonds will be deposited to pay the Costs of Issuance.

“County” means the County of Madera.

“Debt Service Fund” means the fund by that name established pursuant to Section 10 of this Resolution and to be held by the Paying Agent for the benefit of the District into which *ad valorem* property tax revenues will be deposited to pay principal of and interest on the Bonds.

“Depository” means DTC or a substitute securities depository acting as Depository pursuant to Section 4(c) hereof.

“District” means Madera Unified School District.

“DTC” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the Depository for the Bonds.

“Escrow Agent” means The Bank of New York Mellon Trust Company, N.A., in its capacity as the Escrow Agent pursuant to the Escrow Agreement.

“Escrow Agreements” means the Escrow Agreements relating to the defeasance and refunding of the Refunded Bonds by and between the District and The Bank of New York Mellon Trust Company, N.A., as Escrow Agent.

“Federal Securities” means (i) cash, and (ii) direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and CATS and TIGRS), or obligations the payment of principal of and interest on which is unconditionally guaranteed by the United States of America.

“Information Services” means the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board at www.emma.msrb.org; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the Superintendent or the Assistant Superintendent may designate in writing to the Paying Agent.

“Maturity Date(s)” means the maturity date specified in each of the Bonds as the date when the Principal thereof is payable.

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 4(c) hereof.

“Official Statement” means the Official Statement relating to the Bonds.

“Outstanding” means, at any time, all Bonds theretofore, or thereupon being, authenticated and delivered by the Paying Agent except (a) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Bonds with respect to

which all liability of the District shall have been discharged; (c) Bonds for the transfer or exchange of, or in lieu of, or in substitution for, which other Bonds shall have been authenticated and delivered by the Paying Agent; and (d) Bonds that have become due (at maturity, or redemption, or otherwise) and for the payment of which sufficient monies, including interest accrued to the due date, are held by the Paying Agent.

“*Owner*,” “*Owners*,” “*Bond Owner*” or “*Bond Owners*” means an Owner or Owners of the Outstanding Bonds as recorded in the Bond Register.

“*Participants*” means those broker-dealers, banks and other financial institutions for which the Depository, from time to time, holds book-entry certificates as securities depository.

“*Paying Agent*” means the Treasurer (as defined herein), or such financial institution as may be appointed by the District to serve as Paying Agent for the Bonds.

“*Paying Agent Agreement*” means the Paying Agent Agreement to be entered into between the District and the Paying Agent.

“*Principal*” or “*Principal Amount*” means, with respect to any Bond, the principal or principal amount thereof.

“*Prior Bonds*” means the Series 2005 Bonds, the Series 2006 Bonds and the Series 2007 Bonds.

“*Rebate Fund*” means the fund by that name established by Section 13 hereof.

“*Record Date*” means the close of business on the 15th day of the calendar month preceding each Bond Payment Date.

“*Redemption Date*” shall have the meaning given such term in the Escrow Agreement.

“*Redemption Notice*” means a notice of the redemption of the Bonds given by the Paying Agent to the Owners of the Bonds pursuant to Section 4(b)(iv) hereof.

“*Refunded Bonds*” means any maturity of the Prior Bonds to be refunded by the proceeds of the Bonds.

“*Refunding Law*” means Article 9 (commencing with Section 53550) and Article 11 (commencing with Section 53580) of Chapter 3 or Part 1 of Division 2 of Title 5 of the California Government Code.

“*Resolution*” means this resolution.

“*Series 2005 Bonds*” means the outstanding Madera Unified School District Election of 2002 General Obligation Bonds, Series 2005, which were issued on May 12, 2005 and are outstanding in the aggregate principal amount of \$18,134,103.50.

“*Series 2006 Bonds*” means the outstanding Madera Unified School District Election of 2002 General Obligation Bonds, Series 2006, which were issued on March 14, 2006 and are outstanding in the aggregate principal amount of \$2,805,058.80.

“*Series 2007 Bonds*” means the outstanding Madera Unified School District Election of 2006 General Obligation Bonds, Series 2007, which were issued on March 27, 2007 and are outstanding in the aggregate principal amount of \$23,593,538.95.

“*Series 2005 Bonds Debt Service Fund*” means the Debt Service Fund held by the Treasurer pursuant to the Series 2005 Bond Resolution into which *ad valorem* tax revenues are deposited by the Treasurer for the purpose of paying principal of and interest on the outstanding Series 2005 Bonds.

“*Series 2006 Bonds Debt Service Fund*” means the Debt Service Fund held by the Treasurer pursuant to the Series 2006 Bond Resolution into which *ad valorem* tax revenues are deposited by the Treasurer for the purpose of paying principal of and interest on the outstanding Series 2006 Bonds.

“*Series 2007 Bonds Debt Service Fund*” means the Debt Service Fund held by the Treasurer pursuant to the Series 2007 Bond Resolution into which *ad valorem* tax revenues are deposited by the Treasurer for the purpose of paying principal of and interest on the outstanding Series 2007 Bonds.

“*Superintendent*” mean the Superintendent of the District.

“*Term Bonds*” means Bonds designated as Term Bonds pursuant to the Bond Purchase Agreement and which are subject to mandatory redemption, without premium, prior to their stated Maturity Dates at the Principal Amount thereof on each August 1 or February 1, commencing in the year or years specified in the Bond Purchase Agreement.

“*Treasurer*” means the Treasurer-Tax Collector of the County of Madera.

“*Underwriter*” means Stifel, Nicolaus & Company, Incorporated, together with any successor in interest thereto.

Section 3. Terms and Conditions of Sale; Approval of Bond Purchase Agreement. Subject to the provisions of the two succeeding paragraphs, the Superintendent or the Assistant Superintendent is hereby authorized to negotiate, in consultation with its financial advisor, the sale of the Bonds to the Underwriter. The Bonds shall be sold pursuant to the terms and conditions set forth in the Bond Purchase Agreement.

The Bonds shall not be sold unless (a) the total net interest cost to maturity of the Bonds plus the principal amount of the Bonds will not be in excess of the total net interest cost to maturity of the Refunded Bonds plus the principal amount of the Refunded Bonds, and (b) the debt service savings on the Bonds is satisfactory to the Superintendent or the Assistant Superintendent. The final maturity of the Bonds shall not exceed the final maturity of the Refunded Bonds.

The Costs of Issuance are estimated not to exceed 3% (three percent) of the principal amount of the Bonds. The estimated Costs of Issuance which are the “designated costs of issuing the refunding bonds” as defined in Section Code Section 53550(f) of the Refunding Law include, but are not limited to the fees and expenses of bond counsel, disclosure counsel, financial advisor, the underwriter, rating agencies, the paying agent, bond registrar, escrow agent, verification agent, printing expenses and the cost of municipal bond insurance, if necessary. The District may further pay for any other expense necessary to call and redeem the Refunded Bonds.

A negotiated sale has been selected by the Board because it offers greater flexibility than a public sale process in setting and changing the time and terms of the sale of the Bonds, in structuring the Bonds to meet the particular needs of potential investors, in enhancing the sale of the Bonds to local investors, in evaluating the benefits of bond insurance, and in providing greater assurance that the tax outcome will conform to the expectations of voters. The form of the Bond Purchase Agreement by and between the Underwriter and the District for the purchase and sale of the Bonds, substantially in the form presented at the meeting at which this Resolution is adopted, is hereby approved and, if the conditions specified in this Resolution are satisfied, the Superintendent or the Assistant Superintendent is each hereby authorized to execute and deliver the Bond Purchase Agreement, with such changes therein, deletions therefrom and modifications thereto as the Superintendent or the Assistant Superintendent may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. Terms of the Bonds.

(a) Denomination, Interest, Dated Dates, Maturity Dates. The Bonds shall be issued as Bonds registered as to both principal and interest, in the denominations of Five Thousand Dollars (\$5,000), or any integral multiple thereof.

Each Bond shall be dated as of the date of delivery of the Bonds, or such date as shall appear in the Official Statement (the “Dated Date”), and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the fifteenth (15th) day of the calendar month preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2015, in which event it shall bear interest from the Dated Date. The Maturity Dates of the Bonds shall be on a Bond Payment Date in such years as are specified in the Bond Purchase Agreement and in the Official Statement; provided, however, that the final Maturity Date of the Bonds shall not exceed the last maturity date of the Refunded Bonds.

The Bonds shall bear interest at a rate or rates such that the interest rate on any Bond shall not exceed six percent (6.00%) per annum. Interest shall be payable on the Bond Payment Dates. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(b) Redemption.

(i) Optional Redemption. The Bonds shall be subject to optional redemption prior to their stated maturity as provided for in the Bond Purchase Agreement and the Official Statement.

(ii) Mandatory Redemption. As provided in the Bond Purchase Agreement and in the Official Statement, any Bonds issued as Term Bonds are subject to mandatory redemption without premium from funds in the Debt Service Fund prior to their stated maturity dates, at the principal amount and on such dates as shall be provided for in the Bond Purchase Agreement and the Official Statement.

(iii) Selection of Bonds for Redemption. Upon any optional redemption of Bonds, if less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed in such written instruction or, if no direction is given, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine to be appropriate; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of Five Thousand Dollars (\$5,000), or any integral multiple thereof. If some but not all of the Term Bonds are redeemed, the aggregate Principal Amount of the Term Bonds to be redeemed in each year shall be reduced by the aggregate Principal Amount of the Term Bonds so redeemed to be allocated among Principal Amounts on a pro-rata basis in integral multiples of Five Thousand Dollars (\$5,000).

(iv) Notice of Redemption. When redemption is authorized or required, and when the Paying Agent receives written instructions from the District and such confirmation from the District and the Treasurer, as the Paying Agent shall require, that sufficient funds are available in the Debt Service Fund to redeem the Bonds that are to be redeemed, the Paying Agent shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers assigned to the Bonds to be redeemed, and (f) the Bond numbers of the Bonds to be redeemed, in whole or in part, and, in the case of any Bond to be redeemed in part only, the Principal Amount and stated Maturity Date of each Bond to be redeemed in part. Such Redemption Notice shall further state that on the specified redemption date there shall become due and payable upon each Bond, or portion thereof being redeemed, the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest with respect to each Bond shall cease to accrue.

The Paying Agent shall take the following actions with respect to any such Redemption Notice:

(A) At least thirty (30) but not more than forty-five (45) days prior to the redemption date, the Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first class mail, postage prepaid, at their addresses appearing in the Bond Register.

(B) At least thirty (30) but not more than forty-five (45) days prior to the redemption date, the Redemption Notice shall be given by (1) first class mail, postage prepaid, (2) telephonically confirmed facsimile transmission, or (3) overnight delivery service, to the Depository.

(C) At least thirty (30) but not more than forty (45) days prior to the redemption date, the Redemption Notice shall be given by (1) first class mail, postage prepaid, (2) telephonically confirmed facsimile transmission, or (3) overnight delivery service, to the Information Services.

Notwithstanding anything in this Section 4(b)(iv) to the contrary, the Paying Agent shall not mail notice of any redemption of the Bonds (other than redemption pursuant to Section 4(b)(ii) hereof) unless the Paying Agent shall have on deposit, as of the date of such mailing, an amount of funds sufficient to pay in full the redemption price of all of the Bonds to be redeemed, unless such notice expressly states that any redemption be contingent upon the receipt by the Paying Agent of sufficient money to effectuate the redemption on the date set for redemption.

Neither failure to receive or failure to give any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the Bonds which are being redeemed. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP numbers of, and identify, by series and maturity, the Bonds being redeemed with such check or other transfer.

(v) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof a new Bond or Bonds of like series, tenor and maturity and of authorized denominations equal in aggregate Principal Amount to the unredeemed portion of the Principal of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and funds for the redemption of the Bonds (including interest accrued thereon to the date of redemption) having been set aside in the Debt Service Fund, the Bonds to be redeemed shall become due and payable on the redemption date specified in the Redemption Notice.

If on such redemption date, money for the redemption of all the Bonds to be redeemed, as provided in subsections (b)(i) and (b)(ii) of this Section 4, including interest accrued thereon to such redemption date, shall be held by the Paying Agent, or by the Treasurer on behalf of the Paying Agent, so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 4 shall be canceled, upon surrender thereof, and shall be delivered to the District.

(vii) Purchase of Bonds. In lieu of payment at maturity or redemption under this subsection (b), at the request of the District, monies in the Debt Service Fund may be used and withdrawn by the Paying Agent for the purchase of Outstanding Bonds, at public or private sale as and when, and at such prices (including brokerage and other charges) as the District may direct, but in no event may Bonds be purchased at a price in excess of the Principal Amount thereof, plus interest accrued to the date of purchase. All or any portion of any Bond purchased by the Paying Agent, in lieu of payment at maturity or redemption, shall be surrendered to and canceled by the Paying Agent and delivered to the District.

(viii) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given by the District to the Paying Agent, in form satisfactory to the Paying Agent, and sufficient funds shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Bonds, or portions thereof, plus accrued interest to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed outstanding and shall, as herein previously provided, be surrendered to the Paying Agent for cancellation.

(ix) Transfer of Funds to the Paying Agent. Prior to the redemption date selected for optional redemption of Bonds as provided in subsection (b)(i) of this Section 4, the Treasurer shall not later than the Business Day before such redemption date, transfer from the Debt Service Fund to the Paying Agent the funds required to pay the redemption prices for the Bonds selected for redemption, or if the Debt Service Fund is held by the Paying Agent, the Paying Agent shall withdraw such funds from the Debt Service Fund.

(c) Book-Entry System.

(i) Definitions. As used in this subsection (c), the terms set forth below shall have the meanings ascribed to them:

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this subsection (c). Initially, “Nominee” means Cede & Co., the nominee of DTC, the initial Depository.

“Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(ii) Election of Book-Entry System. The Superintendent or the Assistant Superintendent shall cause the delivery to the Depository of a separate single fully-registered bond (which may be typewritten) for each Maturity Date of the Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the Bond Register in the

name of the Nominee, as nominee of the Depository, and ownership of the Bonds, or any portion thereof, may not thereafter be transferred except as provided in this subsection (c). Each such book-entry Bond shall be delivered to the Depository on the date of delivery of the Bonds to the Underwriter.

Neither the District nor the Paying Agent shall have any responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in any such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds; (b) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any notice of redemption; (c) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be redeemed in the event the District redeems the Bonds in part; or (d) the payment by the Depository, or any Participant or any other person, of any amount with respect to Principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute owner of such book-entry Bond for the purpose of payment of Principal of, premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to or upon the order of the Owners, as shown in the Bond Register, or an attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the District and the Paying Agent of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions of this Resolution with respect to the Record Date, the word "Nominee" shall refer to such nominee of the Depository.

(iii) Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners thereof, as shown in the Bond Register. By executing a Letter of Representations, the District shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Bonds for the Depository's book-entry system.

(iv) Selection of Depository. In the event (a) the Depository determines not to continue to act as securities depository for book-entry Bonds; or (b) the District determines that

continuation of the book-entry system is not in the best interest of the Owners of the Bonds or the District, the District shall discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered Bond for each Maturity Date of such book-entry Bonds, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (vi) below. If the District fails to select another qualified securities depository to replace the Depository, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this subsection (c).

(v) Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are in book-entry form and registered in the name of the Nominee, all payments with respect to Principal of, premium, if any, and interest on the Bonds and all notices with respect to the Bonds shall be made and given to the Nominee, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the District, notwithstanding any inconsistent provisions of this Resolution.

(vi) Transfer of Bonds to Substitute Depository. The Bonds shall be initially issued and delivered to DTC as described in the Official Statement. Registered ownership of the Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its Nominee, or of any substitute depository designated by the District as provided in this subsection (c) (“Substitute Depository”); provided that any successor of DTC or any Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as Depository, or (b) a determination by the District that DTC or its successor (or any Substitute Depository or its successor) is no longer able to carry out its functions as Depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person, as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as Depository, or (b) a determination by the District that DTC or its successor (or any Substitute Depository or its successor) is no longer able to carry out its functions as Depository.

(4) In the case of any transfer pursuant to paragraph (1) or (2) above, upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating a Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of the Bonds then Outstanding, registered in the name of such Substitute Depository or its Nominee, as appropriate, all as specified in such written request of the District. In the case of any transfer pursuant to paragraph (3) above, upon receipt of all Outstanding

Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(vii) Partial Redemption. In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal of the Bonds maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for the failure of DTC or any Substitute Depository to make such notations or errors in making such notations.

(viii) Ownership of Bonds. The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have any responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or any Substitute Depository or its successor), except to the Owners of the Bonds, and the District and the Paying Agent may rely conclusively on the Bond Register as to the identity of the Owners of the Bonds.

Section 5. Format and Execution of Bonds. The format of the Bonds as authorized and to be issued hereunder shall be substantially in the form set forth in Exhibit “A” attached hereto and incorporated herein by this reference. The Bonds shall be signed by the President of the Board of Education and countersigned by the Clerk of the Board of Education, in their official capacities, by their manual or facsimile signatures. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent, as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

Section 6. Bond Registration; Transfer, Exchange and Payment.

(a) Paying Agent. The Board of Education does hereby appoint the Treasurer to act as the authentication agent, transfer agent, and paying agent for the Bonds (the “Paying Agent”). The Paying Agent may charge the District reasonable fees for performing the functions of the Paying Agent, and the District shall cause the Paying Agent to withdraw funds held in the Debt Service Fund in amounts necessary to pay such fees.

The Paying Agent may at any time resign as authentication agent, transfer agent, and paying agent by giving written notice to the District at least sixty (60) days in advance of the

effective date of such resignation. Prior to the effective date of such resignation, as stated in such notice, the District shall select and appoint a successor Paying Agent. Thereafter, written notice of the Paying Agent's resignation and of the appointment of such successor Paying Agent shall be given by first class mail to the Owners of the Bonds.

The District may select a new Paying Agent at any time by giving written notice to the then current Paying Agent at least sixty (60) days prior to the effective date of appointment of the new Paying Agent. Thereafter, written notice of the successor Paying Agent's appointment shall be given by first class mail to the Owners of the Bonds.

(b) Transfer and Exchange. So long as any of the Bonds remains Outstanding, the District shall cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 4 hereof, the person in whose name a Bond is registered in the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal, premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration of such Bonds may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like series, tenor, maturity and Principal Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner, or by a person legally empowered to do so, in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner, or by a person legally empowered to do so, in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like series, tenor and of any authorized denomination or denominations requested by the Owner equal to the Principal Amount of the Bond surrendered and bearing interest at the same rate and maturing on the same Maturity Date.

If any Bond shall become mutilated, the District, at the expense of the Owner of such Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like series, tenor, maturity and Principal Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner of such Bond, the District, at the expense of the Bond Owner, shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of like series, tenor, maturity and Principal Amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent). The Paying Agent may require payment of a reasonable fee for each new

Bond delivered pursuant to this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall execute and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement, or transfer shall be canceled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly canceled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent on or before February 1 and August 1 of each year. The canceled Bonds shall be delivered to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to exchange or transfer any Bonds during a period beginning with the opening of business on the fifteenth (15th) day of the calendar month preceding any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given, or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

Section 7. Payment. Payment of interest on any Bond on any Bond Payment Date shall be made by the Paying Agent to the person appearing in the Bond Register as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check of the Paying Agent mailed to such Owner on the Bond Payment Date at his or her address as it appears in the Bond Register, or at such other address as he or she may have filed with the Paying Agent for that purpose on or before the close of business on the Record Date. An Owner of Bonds in an aggregate Principal Amount of One Million Dollars (\$1,000,000) or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account in the United States on file with the Paying Agent as of the Record Date. The Principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The Principal of and premium, if any, and interest on the Bonds shall be payable in lawful money of the United States. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof.

Section 8. Form of Bonds. The Bonds shall be in substantially the form that is attached hereto as Exhibit "A," with such changes thereto as may be approved by the Superintendent or the Assistant Superintendent to conform the Bonds to this Resolution, the Bond Purchase Agreement and the Official Statement.

Section 9. Delivery of Bonds. The Superintendent or the Assistant Superintendent and the other authorized officers of the District shall cause the Bonds to be prepared and, following their sale, shall cause the Bonds to be executed and delivered, together with a complete transcript of the proceedings with respect to the issuance of the Bonds, to the Underwriter upon payment of the purchase price for the Bonds.

Section 10. Deposit of Proceeds of Bonds. An amount of the net proceeds from the sale of the Bonds necessary to purchase Federal Securities sufficient to defease and refund the Refunded Bonds shall be transferred to the Escrow Agent for deposit in the Escrow Funds established pursuant to the Escrow Agreements, which amount shall be sufficient to purchase the Federal Securities and hold un-invested an amount or amounts of cash needed to redeem the respective series of the Refunded Bonds all as set forth in a certificate of the Superintendent or the Assistant Superintendent. Proceeds of the sale of the Bonds in an amount necessary to pay all or a portion of the Costs of Issuance may be deposited in the Cost of Issuance Fund, which is hereby established and hereby held by The Bank of New York Mellon Trust Company, N.A., pursuant to a Cost of Issuance Custodian Agreement. The Cost of Issuance Fund shall be kept separate and distinct from all other District funds and funds of the custodian, and shall be used solely for the purpose of paying Costs of Issuance.

Any accrued interest received by the District from the sale of the Bonds shall be kept separate and apart in the Debt Service Fund, which is hereby established, and used only to make payments of the Principal of and interest on the Bonds. The Debt Service Fund may, at the discretion of the Superintendent or the Assistant Superintendent, be held by the Paying Agent. Money deposited in the respective Debt Service Fund for the Refunded Bonds that would be utilized to make the next payment of Principal of and interest on the respective series of the Refunded Bonds may be used to pay the Principal of and interest on the Bonds that is due on the next two Interest Payment Dates, or may be transferred to the Escrow Fund and applied as set forth in the Escrow Agreements. Any excess proceeds of the Bonds not needed for the purposes for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess funds on deposit in the Debt Service Fund, any such excess funds shall be transferred to the general fund of the District. The preceding provisions of this Section 10, or any other provision of this Resolution, as they relate to the allocation and payment of monies deposited in the Debt Service Fund to pay the Principal of and interest on the Bonds that is due on the next two Interest Payment Dates, or the provisions of this Section 10 as they may relate to the application of any premium received by the District from the sale of the Bonds, may be modified in such manner as the Superintendent or the Assistant Superintendent determines to be in the best interest of the District and the Owners of the Bonds, so long as the changes to be accomplished by such modifications are in compliance with the provisions of the Refunding Law.

Except as required in Section 13 hereof to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay the Principal of and the interest on the Bonds when due.

The monies in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such monies to the Depository to pay the Principal of and interest on the Bonds. The Depository will thereupon make payments of Principal of and the interest on the Bonds to the Participants who will thereupon make payments of the Principal of and interest on the Bonds to the beneficial owners of the Bonds. Any monies remaining in the Debt Service Fund after the Principal of the Bonds and the interest thereon have been paid in full, or after provision for such payment has been made, shall be transferred to the general fund of the District.

Section 11. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the Principal of and interest on the Bonds when due, the revenues from which, when collected, shall be deposited in the Debt Service Fund, and are irrevocably pledged and to be utilized for the payments of the Principal of and interest on the Bonds when and as the same are due. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section 11 and Section 53559 of the California Government Code.

Section 12. Tax Covenants. The District hereby covenants that it will make no use of the proceeds of the Bonds or any other amounts that would cause the Bonds to be “arbitrage bonds” under Section 148 of the Code; and, to that end, the District covenants that it will comply with all requirements of Section 148 of the Code and the Treasury Regulations promulgated thereunder, including restrictions on the use and investment of proceeds of the Bonds and certain other amounts and the rebate of a portion of the investment earnings on proceeds of the Bonds and certain other amounts, if required, to the United States as provided in Section 13 hereof. The District further covenants to do and perform all acts and things within its power and authority necessary to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code. In furtherance of the aforementioned covenants, the District covenants that it shall comply with the tax certificate to be provided to the District by Bond Counsel for execution by the District on the date of issuance and delivery of the Bonds. The District covenants that it will take no action that would cause the interest on the Bonds to be included in gross income for federal income tax purposes, and that it will take all action required to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 13. Rebate Fund.

(a) There shall be created and established with the Treasurer a special fund designated the Rebate Fund. All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code and the Treasury Regulations promulgated thereunder (the “Rebate Regulations”). Such amount shall be free and clear of any lien hereunder and shall be governed by this Section 13 and Section 12 hereof.

(b) Within 45 days of the end of each fifth year ending August 1 commencing August 1, 2019, (i) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of

the Rebate Regulations, using as the “computation date” for this purpose the end of such five-year period, and (ii) upon the District’s written direction, the Treasurer shall deposit to the Rebate Fund from deposits from the District or from amounts on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” within the meaning of this subsection (b), with respect to all or a portion of the proceeds of the Bonds (i) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Rebate Regulations, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, (ii) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a 1½% penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) of the Code are not satisfied, or (iii) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.”

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, or provision made therefor satisfactory to the Treasurer, including accrued interest and payment of any applicable fees to the Treasurer, shall be withdrawn by the Treasurer and remitted to the District.

(d) Upon the written request of the District, but subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the Treasurer shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) Not later than 60 days after the end of (A) the fifth Bond Year, and (B) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) Not later than 60 days after the retirement of all Bonds, an amount equal to 100% of the “rebate amount” calculated as of the end of such Bond Year (and any income attributable to rebatable arbitrage determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) In the event that, prior to the time of any payment of the “rebate amount” required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and direct the Treasurer in a written request of the District to deposit an amount received from the District equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, upon written instructions from the District, the Treasurer shall withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made pursuant to this Section 13 until three years after the retirement of the last obligations of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

Section 14. Defeasance. All or any portion of the Outstanding Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund is sufficient to pay all Bonds Outstanding and designated for defeasance (including all Principal and interest represented thereby and prepayment premiums, if any) at or before their Maturity Dates; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations (as defined below), together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and monies then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all Principal and interest represented thereby and prepayment premiums, if any) at or before their Maturity Dates;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds or Government Obligations deposited pursuant to paragraph (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, “Government Obligations” shall mean: Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, including United States Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGs”), or “prerefunded” municipal obligations rated in the second highest rating category by Moody’s Investors Service or Standard & Poor’s Ratings Services. In the case of direct and

general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed in the second highest rating category by Standard & Poor's Ratings Services or by Moody's Investors Service.

Section 15. Official Statement. The District has caused the preparation of a Preliminary Official Statement relating to the Bonds to be used in connection with the offering and sale of the Bonds in such time and manner as are necessary to satisfy the requirements of Rule 15c2-12 of the Securities and Exchange Commission, and which is presented to this meeting. The Preliminary Official Statement, substantially in the form presented to this meeting, is hereby approved and the Superintendent or the Assistant Superintendent is hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Bonds. The Superintendent or the Assistant Superintendent is hereby further authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to Rule 15c2-12 prior to its distribution. The Underwriter is authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in purchasing of the Bonds. The Superintendent or the Assistant Superintendent is authorized to participate in the preparation of the final Official Statement, based on the Preliminary Official Statement, and such modifications thereto as may be agreed to by the Superintendent or the Assistant Superintendent and the Underwriter. The Superintendent or the Assistant Superintendent is authorized to sign the final Official Statement on behalf of the District and to deliver the final Official Statement to the Underwriter.

Section 16. Insurance. The Superintendent or the Assistant Superintendent is authorized to purchase a Bond Insurance Policy for the Bonds if the Superintendent or the Assistant Superintendent determines, in consultation with the financial advisor and the Underwriter, that the purchase of a Bond Insurance Policy is in the best interest of the District in connection with the sale and issuance of the Bonds. In the event that a Bond Insurance Policy is purchased for the Bonds, and to the extent that the Bond Insurer makes payment of the Principal of or interest on the Bonds, the Bond Insurer shall become the Owner of such Bonds with the right to payment of the Principal or interest on the Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment of the Bonds. To evidence such subrogation (i) in the case of subrogation as to claims that are for past due interest payments, the District directs the Paying Agent to note the Bond Insurer’s rights, as subrogee, in the Bond Register upon receipt of a copy of the canceled check issued by the Bond Insurer for the payment of such interest on the Bonds to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the District directs the Paying Agent to note the Bond Insurer’s rights, as subrogee, in the Bond Register upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer, as directed by the Bond Insurer.

Section 17. Legislative Determinations. The Board of Education determines that all acts and conditions necessary to be performed by the Board of Education or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit of the District are pledged for the timely payment of the Principal of and interest on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds. The Board of Education further finds and determines pursuant to Section 53552 of the California Government Code that the prudent management of the fiscal affairs of the District requires that it issue the

Bonds and that it may, therefore, do so without submitting the question of the issuance of the Bonds to a vote of the qualified electors of the District.

Section 18. Other Actions. The Superintendent, the Assistant Superintendent and the other officers and staff of the District are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the provisions and intent of this Resolution. Such actions heretofore taken by the Superintendent, the Assistant Superintendent and such officers and staff are hereby ratified, confirmed and approved.

The Superintendent and the Assistant Superintendent are authorized to take any and all action that is necessary, as determined and directed by Bond Counsel, to cause the Escrow Agent to transfer funds from the Escrow Fund in the amounts needed to pay the principal of and interest on the Refunded Bonds that is due on the Redemption Date and to cause the payment of the redemption prices for the Refunded Bonds, so that the Refunded Bonds will be fully redeemed and no longer outstanding, on the Redemption Date. The Superintendent and the Assistant Superintendent are also authorized to make all necessary arrangements with the Treasurer to accomplish the transfer of funds from the Debt Service Fund to the Escrow Fund in the amount, if any, that is necessary, together with proceeds of the Bonds that are to be deposited in the Escrow Fund, to cause the Refunded Bonds to be defeased and to provide for the payment of the Principal of and interest on the outstanding Prior Bonds that is due on the Redemption Date and to pay the redemption prices for the Prior Bonds to be refunded on the Redemption Date. The Board states that the Prior Bonds that are designated as Capital Appreciation Bonds under the Prior Bonds Resolutions will remain outstanding.

Section 19. Paying Agent Agreement. The Paying Agent Agreement is approved in the form presented to the Board of Education at the meeting at which this Resolution is adopted. The Superintendent or the Assistant Superintendent is authorized to execute the Paying Agent Agreement on behalf of the District.

Section 20. Escrow Agreements. The Escrow Agreements are approved in the form presented to the Board of Education at the meeting at which this Resolution is adopted. The Superintendent or the Assistant Superintendent is authorized to execute the Escrow Agreements on behalf of the District.

Section 21. Cost of Issuance Custodian Agreement. The Cost of Issuance Custodian Agreement is approved in the form presented to the Board of Education at the meeting at which this Resolution is adopted. The Superintendent or the Assistant Superintendent is authorized to execute the Cost of Issuance Custodian Agreement on behalf of the District.

Section 22. Continuing Disclosure. The Board of Education covenants and agrees that the District will comply with and carry out all of the provisions of the Continuing Disclosure Certificate to be delivered by the District on the date of delivery of the Bonds. Any Bond Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations pursuant to the Continuing Disclosure Certificate.

Section 23. Supplemental Resolutions.

(a) This Resolution and the rights and obligations of the District and of the Owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the Board of Education (“Supplemental Resolution”) with the written consent of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or the time for paying interest thereon, or otherwise alter or impair the obligation of the District to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation of any pledge of or lien upon the monies on deposit in the Debt Service Fund, superior to or on a parity with the pledge and lien created for the benefit of the Bonds, (iii) reduce the percentage of Bonds required for the amendment of this Resolution, or (iv) reduce the principal amount of or redemption premium on any Bond, or reduce the interest rate thereon. Any such amendment may not modify any of the rights or obligations of the Paying Agent without its written consent.

(b) This Resolution and the rights and obligations of the District and the Owners of the Bonds may be modified or amended at any time by a Supplemental Resolution, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the District in this Resolution contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the District;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions of this Resolution, or in regard to questions arising under this Resolution, as the District may deem necessary or desirable and not inconsistent with this Resolution, and which shall not adversely affect the rights of the Owners of the Bonds; or

(iv) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance by the District with Section 148 of the Code relating to required rebate of monies to the United States, or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with requirements of the Code or regulations of the United States Department of the Treasury promulgated thereunder.

Any action taken pursuant to a Supplemental Resolution so consented to by the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then outstanding shall be binding on the Owners of all of the Bonds and shall not be deemed to be inconsistent with any of the provisions of this Resolution, whatever the character of such action may be, and such action may be taken and performed as fully and freely as if expressly permitted by this Resolution. After such consent relating to specified matters has been given, no Bond Owner shall have any right or interest to object to any such action or in any manner to question the propriety thereof or to enjoin or restrain the District or the Paying Agent, or any officer or agent of either thereof, from taking any action pursuant to such consent.

Section 24. Payment on Business Day. In any instance where the date of the payment of interest on or Principal (and premium, if any) of the Bonds or the date fixed for redemption is other than a Business Day, the payment of interest or Principal (and premium, if any) need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required, and no interest shall accrue for the period from and after such date.

Section 25. Unclaimed Monies. Anything contained in this Resolution to the contrary notwithstanding, any monies held by the Paying Agent in trust for the payment and discharge of the Principal of, the interest and any premium on the Bonds which remain unclaimed for two (2) years after the date when the payment of such Principal, interest and premium, if any, have become payable, if such monies were held by the Paying Agent at such date, shall be deposited by the Treasurer to the account of the District as its absolute property free from any trust, and the Treasurer and the Paying Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the District for the payment of the Principal of, interest and any premium on, their Bonds.

Section 26. Appointment of Professionals. The Board hereby appoints Stifel, Nicolaus & Company, Incorporated, together with any successor in interest thereto, as Underwriter, Isom Advisors as financial advisor to the District, Best Best & Krieger LLP as bond counsel and disclosure counsel, Causey Demgen & Moore as Verification Agent, the

County Treasurer as Paying Agent, and The Bank of New York Mellon Trust Company, N.A., as Escrow Agent and Cost of Issuance Custodian.

The Superintendent or the Assistant Superintendent is authorized to negotiate a contract with Best Best & Krieger LLP and to execute and deliver such contract on behalf of the District.

Section 27. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Education of Madera Unified School District at its regular meeting held on the 28th day of October, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Clerk of the Board of Education
of Madera Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF MADERA)

I, Jose Rodriguez, Clerk of the Board of Education of Madera Unified School District, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. _____-2014/15 of said Board, and that the same has not been amended or repealed.

Dated: _____, 2014.

Clerk of the Board of Education
of Madera Unified School District

EXHIBIT A

(Form of Bond)

**REGISTERED
NO.**

**REGISTERED
\$**

**MADERA UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2014**

INTEREST RATE: **MATURITY DATE:** **DATED DATE:** **CUSIP NO:**
____% per annum August 1, ____ _____, 2014

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

Madera Unified School District (the "District"), Madera County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2015. This Bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the close of business on the 15th day of the calendar month preceding any Bond Payment Date (the "Record Date") to such Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2015, in which event it shall bear interest from the Dated Date set forth above. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") in the Bond Register maintained by the Paying Agent, initially the Treasurer-Tax Collector of the County of Madera, California. Principal is payable upon presentation and surrender of this Bond at the principal corporate trust office of the Paying Agent. Interest is payable by check mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this Bond (or, if applicable, one or more predecessor Bonds) as shown and at the address appearing in the Bond Register as of the Record Date. The Registered Owner of Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Registered Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This Bond is one of an authorization of Bonds issued by the District pursuant to Article 9 (commencing with Section 53550) and Article 11 (commencing with Section 53580 of Chapter 3, of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the

“Refunding Law”) for the purpose of refunding certain of the outstanding bonds of the District’s Election of 2002 General Obligation Bonds, Series 2005, its Election of 2002 General Obligation Bonds, Series 2006 and its Election of 2006 General Obligation Bonds, Series 2007, and to pay all necessary legal, financial, and contingent costs in connection therewith. The Bonds are being issued under authority of and pursuant to the Refunding Law, other laws of the State of California, and the resolution of the Board of Education of the District adopted on October 28, 2014 (the “Bond Resolution”). This Bond and the issue of which this Bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The Bonds are general obligations of the District.

The Bonds of this issue are comprised of \$_____ principal amount of Bonds, of which this Bond is a part.

This Bond is exchangeable and transferable for bonds of like tenor, maturity and Principal Amount (as provided in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent, by the Registered Owner, or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner, or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required to transfer or exchange any Bonds (a) during the period from the Record Date next preceding any Bond Payment Date to such Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption, in whole or in part.

The Bonds maturing on or after August 1, 20__ are subject to redemption at the option of the District, from any source of funds, as a whole or in part, on August 1, 20__, or on any payment date thereafter, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption, without premium.

As provided in the Resolution, notice of redemption shall be mailed by the Paying Agent by first class mail at least thirty (30) but not more than forty-five (45) days prior to the redemption date to the respective owners of the Bonds so designated for redemption at their addresses appearing on the registration books of the Paying Agent, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption or the cessation of accrual of interest thereon from and after the date fixed for redemption.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Resolution, interest shall cease to accrue hereon from and after the date fixed for redemption.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; that due provision has been made for levying and collecting *ad valorem* taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due; and that for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution unless and until the Certificate of Authentication set forth on the following page has been dated and signed on behalf of the Paying Agent.

IN WITNESS WHEREOF, Madera Unified School District has caused this Bond to be executed on behalf of the District by the manual or facsimile signatures of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Education of the District, all as of the date stated above.

MADERA UNIFIED SCHOOL DISTRICT

By: _____
President of the Board of Education of
Madera Unified School District

COUNTERSIGNED:

Clerk of the Board of Education of
Madera Unified School District

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2014.

TREASURER-TAX COLLECTOR OF THE
COUNTY OF MADERA, as Paying Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers this Bond to (print or typewrite name, address and zip code of Transferee):

_____ and irrevocably
constitutes and appoints _____ attorney to transfer this Bond on
the books for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

Commercial bank, trust company
or member of a national
securities exchange.

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Social Security Number, Taxpayer Identification Number or other identifying
number of Assignee: _____.

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the Registered Owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Best Best & Krieger LLP in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

Clerk of the Board of Education of
Madera Unified School District

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2014

NEW ISSUE-FULL BOOK-ENTRY

RATINGS: Insured Bonds: Standard & Poor's: "___"
Underlying Rating: Standard & Poor's: "___"
(See "MISCELLANEOUS — Ratings" herein)

In the opinion of Best Best & Krieger LLP, Riverside, California ("Bond Counsel"), subject to certain qualifications described herein, under existing statutes, regulations, rulings and judicial decisions interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations, however it should be noted that, with respect to corporations, such interest may be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum tax liability of corporations. In the further opinion of Bond Counsel, such interest is exempt from California personal income tax. See "LEGAL MATTERS" herein.

\$ _____ *

MADERA UNIFIED SCHOOL DISTRICT (Madera County, California) GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014

Dated: Date of Delivery

Due: August 1, as shown on the inside cover page

This Official Statement describes the \$_____ Madera Unified School District General Obligation Refunding Bonds, Series 2014 (the "Bonds"). The Bonds are being issued by the Madera Unified School District (the "District") to conduct a partial advance refunding of certain maturities of the District's outstanding General Obligation Bonds, Election 2002, Series 2005 (the "Series 2005 Bonds"), the District's General Obligation Bonds, Election of 2002, Series 2006 (the "Series 2006 Bonds"), and the District's General Obligation Bonds, Election of 2006, Series 2007 (the "Series 2007 Bonds," and together with the Series 2005 Bonds and Series 2006 Bonds, the "Prior Bonds," and those refunded maturities in connection herewith, the "Refunded Bonds"), and to pay costs of issuance of the Bonds. See "REFUNDING PLAN — Plan of Refunding."

The Bonds are general obligation bonds of the District. The Board of Supervisors of the County of Madera is empowered and is obligated to levy *ad valorem* taxes, without limitation of rate or amount, upon all property within the District subject to taxation by the District (except certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Bonds when due. The Bonds are secured on a parity with approximately \$_____ of other general obligations bonds of the District that will be outstanding following the issuance of the Bonds. See "SECURITY FOR THE BONDS," "TAX BASE FOR REPAYMENT OF BONDS — *Ad Valorem* Property Taxation" and "DISTRICT DEBT STRUCTURE — Long-Term Debt," and "— General Obligation Bonds."

The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchasers of beneficial ownership interests in the Bonds will not receive certificates representing their interest in the Bonds. See "THE BONDS — Book-Entry-Only System" and APPENDIX C — "BOOK-ENTRY ONLY SYSTEM."

Interest on the Bonds will accrue from their date of delivery and is payable semiannually on February 1 and August 1 of each year, commencing February 1, 2015. The Bonds will be issued in denominations of \$5,000 or any integral multiple thereof.

Payments of principal of and interest on the Bonds will be paid by the Treasurer-Tax Collector of the County of Madera, as the Paying Agent, Registrar and Transfer Agent (the "Paying Agent") to DTC for subsequent disbursement to DTC Participants (defined in this Official Statement) who will remit such payments to the beneficial owners of the Bonds. See "THE BONDS — Book-Entry Only System."

The District has made application for a bond insurance policy. Should the District select a bond insurer, then the District will release such information prior to offering the Bonds and the Official Statement, including the summary of legal documents included herein, will be revised to reflect the terms of the commitment to issue such policy.

The Bonds are not subject to redemption prior to maturity. The Bonds are general obligation bonds of the District and do not constitute a debt, liability or obligation of the County. No part of any fund of the County is pledged or obligated to the payment of the Bonds.

MATURITY SCHEDULE
(See Inside Cover Page)

This cover page contains certain information for reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Bonds will be offered when, as and if issued and received by the Underwriter, subject to the approval of legality by Best Best & Krieger LLP, Riverside, California, Bond Counsel. Certain legal matters will be passed on for the District by Best & Krieger LLP, Riverside, California, as Disclosure Counsel and District Counsel. Certain legal matters are being passed upon for the Underwriter by Kutak Rock LLP, Denver, Colorado, as Underwriter's Counsel. The Bonds, in book-entry form, will be available for delivery through the facilities of The Depository Trust Company in New York, New York on or about _____, 2014.

STIFEL

The date of this Official Statement is _____, 2014.

* Preliminary, subject to change.

\$ _____ *

MADERA UNIFIED SCHOOL DISTRICT
(Madera County, California)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014

Base CUSIP®⁽¹⁾: _____

MATURITY SCHEDULE

Maturity Date (<u>August 1</u>)	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP</u>®⁽¹⁾
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* Preliminary, subject to change.

⁽¹⁾ Copyright 2014, American Bankers Association. CUSIP® data herein is provided by Standard and Poor's. CUSIP® Service Bureau, a division of The McGraw Hill Companies, Inc. The District takes no responsibility for the accuracy of such data.

MADERA UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

Michael Salvador, *President*
Jose Rodriguez, *Board Clerk*
Ray G. Seibert, *Board Member*
Lynn Cogdill, *Board Member*
Robert E. Garibay, *Board Member*
Maria Velarde-Garcia, *Board Member*
Ricardo Arredondo, *Board Member*

ADMINISTRATION

Edward Gonzalez, *Superintendent*
Sandon M. Schwartz, *Assistant Superintendent for Administrative and Support Services*
Victor Villar, *Associate Superintendent of Educational Services*
Teri Bradshaw, *Director, Fiscal Services*
Rosalind Cox, *Director of Facilities Planning and Construction Management*

PROFESSIONAL SERVICES

Bond and Disclosure Counsel

Best Best & Krieger LLP
Riverside, California

Financial Advisor

Isom Advisors, a division of Urban Futures, Inc.
Walnut Creek, California

Paying Agent and Bond Registrar

Madera County Treasurer-Tax Collector
Madera, California

Escrow Agent

The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

Underwriter's Counsel

Kutak Rock LLP
Denver, Colorado

Escrow Verification Agent

Causey Demgen & Moore P.C.
Denver, Colorado

No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained in this Official Statement. If given or made, such other information or representations must not be relied upon as having been authorized by the District or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described in this Official Statement, are intended solely as such and are not to be construed as representations of fact.

The information and expression of opinion in this Official Statement are subject to change without notice and neither delivery of this Official Statement nor any sale made under this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the District or any other parties described in this Official Statement since the date of this Official Statement. This Official Statement is being submitted in connection with the sale of the Bonds referred to in this Official Statement and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the District. All summaries of documents and laws are made subject to the provisions thereof and do not purport to be complete statements of any or all such provisions.

All information for investors regarding the District and the Bonds is contained in this Official Statement. While the District maintains an internet website for various purposes, none of the information on this website is intended to assist investors in making any investment decision or to provide any continuing information with respect to the Bonds or any other bonds or obligations of the District.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as a “plan,” “expect,” “estimate,” “project,” “budget” or similar words. Such forward-looking statements include, but are not limited to certain statements contained in the information under the captions “THE DISTRICT,” “DISTRICT FINANCIAL MATTERS” and APPENDIX F — “COUNTY OF MADERA OFFICE OF THE TREASURER TAX-COLLECTOR STATEMENT OF INVESTMENT POLICY.”

The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. While the District has agreed to provide certain on-going financial and operating data for a limited period of time, it does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which statements are based change. See “CONTINUING DISCLOSURE” and APPENDIX D — “FORM OF CONTINUING DISCLOSURE AGREEMENT.”

The Underwriter has provided the following sentence for inclusion in this Official Statement: “The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.”

The District maintains a website. However, the information presented therein is not part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

With respect to this offering, the Underwriter may allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Bonds described in this Official Statement to certain securities dealers and dealer banks and banks acting as agent and others at prices lower than the public offering prices stated in this Official Statement and said public offering prices may be changed from time to time by the Underwriter.

The Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon an exemption contained in such Act and have not been registered or qualified under the securities laws of any state.

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MADERA UNIFIED SCHOOL DISTRICT
(Madera County, California)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014

INTRODUCTION

This Official Statement (which includes the cover page, the inside cover page, the Table of Contents, and the Appendices attached to this Official Statement) is furnished by the Madera Unified School District (the “District”), located in Madera County, California, to provide information concerning the \$ _____* Madera Unified School District General Obligation Refunding Bonds, Series 2014 (the “Bonds”).

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover page, the Table of Contents, and Appendices attached to this Official Statement, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of Bonds to potential investors is made only by means of the entire Official Statement.

This Official Statement speaks only as of its date, and the information contained herein is subject to change. The District has no obligation to update the information in this Official Statement, except as required by the Continuing Disclosure Agreement described herein. See “CONTINUING DISCLOSURE.”

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations from and summaries and explanations of the Bonds, the resolutions of the Board of Education (the “Board”) of the District providing for the issuance and payment of the Bonds, and the constitutional provisions, statutes and other documents described herein, do not purport to be complete, and reference is hereby made to said documents, constitutional provisions and statutes for the complete provisions thereof.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District or Madera County (the “County”) and the purchasers or owners of any of the Bonds.

The District

The Madera Unified School District (the “District”), is located in Madera County, California (the “County”), and encompasses approximately 354 square miles. The District’s territory includes all of the incorporated area of the City of Madera (the “City”) and unincorporated territory of the County adjacent to the City. The District currently operates thirteen elementary schools for grades K-6, four elementary schools for grades K-8, three middle schools for grades 7-8, two high schools for grades 9-12, one alternative high school, one continuation high school and one adult school. Enrollment in the District in 2014-15 is in excess of 19,800 students in grades K through 12. The District is also the sponsor of two charter school, grades K-6 and grades K-8, with total enrollment of 450 students.

Sources of Payment for the Bonds

The Bonds are general obligation bonds of the District. The Board of Supervisors of the County has the power and is obligated to annually levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District without limitation of rate or amount (except certain personal property which is taxable at limited rates). The Bonds are secured on a parity with approximately \$ _____ of other general obligations bonds of the District. See “SECURITY FOR THE

* Preliminary, subject to change.

BONDS,” “TAX BASE FOR REPAYMENT OF BONDS — *Ad Valorem* Property Taxation” and “DISTRICT DEBT STRUCTURE — Long-Term Debt” and “— General Obligation Bonds.”

Purpose of Issue

Proceeds from the Bonds will be used to conduct a partial advance refunding of the District’s General Obligation Bonds, Election 2002, Series 2005 (the “Series 2005 Bonds”), a partial advance refunding of the District’s General Obligation Bonds, Election of 2002, Series 2006 (the “Series 2006 Bonds”), and a partial advance refunding of the District’s General Obligation Bonds, Election of 2006, Series 2007 (the “Series 2007 Bonds,” and together with the Series 2005 Bonds and the Series 2006 Bonds, the “Prior Bonds,” and the refunded maturities thereof, the “Refunding Bonds”), and to pay costs of issuance of the Bonds. See “REFUNDING PLAN — Plan of Refunding.”

Description of the Bonds

Bonds. The Bonds mature on August 1 in the years and in the amounts indicated on the inside cover page of this Official Statement.

Payments. Interest on the Bonds accrues from the date of delivery of the Bonds at the rates set forth on the inside cover page of this Official Statement, and is payable semiannually on each February 1 and August 1, commencing February 1, 2015. The principal amount of the Bonds is payable at maturity upon surrender of the Bonds for payment.

Registration. The Bonds will be issued in fully registered form only, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to actual purchasers of the Bonds (the “Beneficial Owners”) in the denominations set forth on the cover page of this Official Statement, under the book-entry only system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described in this Official Statement. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. See “THE BONDS — Book-Entry Only System” and APPENDIX C — “BOOK-ENTRY ONLY SYSTEM.”

Denominations. The Bonds will be issued and beneficial ownership interests may be purchased by Beneficial Owners in denominations of \$5,000 principal amount.

Redemption. The Bonds are not subject to optional redemption prior to maturity. See “THE BONDS — Redemption” herein.

Application for Bond Insurance

The District has made application for a bond insurance policy on the Bonds. Should the District select a bond insurer, then the District will release such information prior to offering the Bonds and the Official Statement, including the summary of legal documents included herein, will be revised to reflect the terms of the commitment to issue such policy.

Authority for Issuance of the Bonds

The Bonds are issued pursuant certain provisions of the Government Code (the “Government Code”) of the State of California (the “State”) and other applicable law, and pursuant to a resolution adopted by the Board of the District on October 28, 2014. See “THE BONDS — Authority for Issuance.”

Offering and Delivery of the Bonds

The Bonds are offered when, as and if issued, subject to approval as to the validity by Bond Counsel. It is anticipated that the Bonds will be available for delivery through DTC in New York, New York on or about _____, 2014.

Continuing Disclosure

In order to assist the original purchaser and the Underwriter of the Bonds in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission, the District will covenant for the benefit for the bondholders, pursuant to a Continuing Disclosure Agreement, to provide certain annual financial information and operating data relating to the District, and notices of the occurrence of certain enumerated events. The specific nature of the information to be made available and of the notices of material events is summarized below under the caption "CONTINUING DISCLOSURE" and APPENDIX D — "FORM OF CONTINUING DISCLOSURE AGREEMENT" in this Official Statement.

Other Information

This Official Statement speaks only as of its date, and the information contained in this Official Statement is subject to change. Copies of documents referred to in this Official Statement and information concerning the Bonds are available from the Assistant Superintendent of Administrative and Support Services, Madera Unified School District, 1902 Howard Road, Madera, California 93637, telephone: (559) 675-4500. The District may impose a charge for copying, mailing and handling.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described in this Official Statement, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to in this Official Statement do not purport to be comprehensive or definitive, and are qualified in their entirety by reference to each of such documents, statutes and constitutional provisions.

The information set forth in this Official Statement, other than that provided by the District, has been obtained from official sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions in this Official Statement are subject to change without notice and neither delivery of this Official Statement nor any sale made under this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date of this Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to in this Official Statement and may not be reproduced or used, in whole or in part, for any other purpose.

All terms used in this Official Statement and not otherwise defined shall have the meanings given such terms in the Resolution.

THE BONDS

Authority for Issuance

The Bonds are issued under the provisions of Article 9 (commencing with Section 53550) and Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (collectively, the “Refunding Law”) and the Resolution. In accordance with the Refunding Law, the Bonds are being issued by the District and are payable from *ad valorem* taxes levied on all property within the District subject to taxation by the County. The Bonds are being issued to refund the Refunded Bonds on an advanced basis. See “REFUNDING PLAN” herein. See “DISTRICT DEBT STRUCTURE – General Obligation Bonds,” herein.

Security

The Board of Supervisors of the County has power and is obligated to annually levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District without limitation of rate or amount (except certain personal property which is taxable at limited rates). Such taxes will be levied annually in addition to all other taxes during the period that the Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due. Such taxes, when collected, will be deposited into the Madera Unified School District General Obligation Bond Debt Service Fund (the “Debt Service Fund”), which is maintained by the County and which is required by the Act to be applied for the payment of principal of and interest on the Bonds when due. Although the County is obligated to levy an *ad valorem* tax for the payment of the Bonds and to make timely payment of principal of and interest on the Bonds when due, and will maintain the Debt Service Fund, the Bonds are not a debt of the County.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of, premium, if any, and interest on the Bonds as the same becomes due and payable, shall be remitted by the County as Paying Agent to DTC for remittance of such principal, premium, if any, and interest to its Participants (as defined herein) for subsequent disbursement to the Beneficial Owners of the Bonds.

The amount of the annual *ad valorem* tax levied by the County to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate. Economic and other factors beyond the District’s control, such as a general market decline in property values, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemption for property owned by State of California (the “State”) and local agencies and property used for qualified educational, hospital, charitable or religious purposes), or the complete or partial destruction of taxable property caused by natural or manmade disaster, such as earthquake, flood, or toxic contamination, could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the annual tax rate. For further information regarding the District’s assessed valuation, tax rates, overlapping debt, and other matters concerning taxation, see “TAX BASE FOR REPAYMENT OF BONDS” herein.

Description of the Bonds

Interest on the Bonds accrues from the date of delivery, and is payable semiannually on February 1 and August 1 of each year (each a “Bond Payment Date”), commencing February 1, 2015 at the annual interest rates shown on the inside cover of this Official Statement. The Bonds will be issued in denominations of \$5,000 or any integral multiple thereof. Interest will accrue on the Bonds on the basis of a 360-day year comprised of twelve 30-day months.

The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of DTC. Principal of, premium, if any, and interest on the Bonds is payable by the Paying Agent to DTC. DTC

is responsible for disbursing such payments to the Beneficial Owners in accordance with the DTC book-entry only system. See “ — Book-Entry Only System” and APPENDIX C — “BOOK-ENTRY ONLY SYSTEM.”

See the Maturity Schedule on the inside cover for the maturity schedule of the Bonds, “DEBT SERVICE SCHEDULE” for the debt service schedule for the Bonds and “DISTRICT DEBT STRUCTURE — Long-Term Debt,” and “— General Obligation Bonds” for a schedule of combined debt service of the Bonds and the District’s other outstanding general obligation bonds.

Paying Agent

The Treasurer-Tax Collector of the County of Madera, State of California (the “Treasurer-Tax Collector” or “County Treasurer”) will act as the initial Paying Agent, Registrar and Transfer Agent (the “Paying Agent”) for the Bonds. If the Paying Agent resigns or is removed by the District, a successor Paying Agent will be appointed by the District.

Redemption

The Bonds are not subject to optional redemption or mandatory sinking fund redemption.

Book-Entry Only System

The Bonds will be issued as one fully registered bond without coupons for each maturity and, when issued, will be registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the Bonds. Individual purchases may be made in book-entry form only, in denominations of \$5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. Principal of and interest on the Bonds will be paid to DTC, which will in turn remit such principal of and interest to its participants for subsequent dispersal to the beneficial owners of the Bonds as described in this Official Statement. See APPENDIX C — “BOOK-ENTRY ONLY SYSTEM.”

Defeasance

All or a portion of the outstanding Bonds may be paid and discharged in any one or more of the following ways:

(1) by irrevocably depositing with the County Treasurer or an independent escrow agent an amount of cash which together with amounts then on deposit in the Debt Service Fund, is sufficient to pay all of the Bonds outstanding and designated for defeasance, including all principal and interest and premium, if any; or

(2) by irrevocably depositing with the County Treasurer or an independent escrow agent noncallable Government Obligations (defined below), together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with the interest to accrue thereon and moneys then on deposit in the Debt Service Fund, together with interest to accrue thereon, be fully sufficient to pay and discharge all Bonds outstanding and designated for defeasance (including all principal and interest represented thereby and prepayment premiums, if any).

If a Bond is defeased as described above, then, all obligations of the District and the Paying Agent under the Resolution with respect to such outstanding Bond shall cease and terminate, whether or not such Bond has been surrendered for payment, except only the obligation of the District to pay or cause to be paid to the Owners of such designated Bonds all sums due thereon and the obligations of the District with respect to the applicable Rebate Fund.

In the Resolution, Government Obligations are defined as follows: Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the

United States of America, including United States Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGs”), or “prerefunded” municipal obligations rated in the second highest rating category by Moody’s Investors Service or Standard & Poor’s Ratings Services. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed in the second highest rating category by Standard & Poor’s Ratings Services or by Moody’s Investors Service.

Supplemental Resolutions

The Resolution, and the rights and obligations of the District and of the Owners of the Bonds, may be modified or amended at any time by a supplemental resolution adopted by the Board of Education with the written consent of Owners owning at least 60% in aggregate principal amount of the Bonds then outstanding. No such modification or amendment shall, (i) extend the maturity of any Bond or the time for paying interest thereon, or otherwise alter or impair the obligation of the District to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation of any pledge of or lien upon the monies on deposit in the Debt Service Fund, superior to or on a parity with the pledge and lien created for the benefit of the Bonds, (iii) reduce the percentage of Bonds required for the amendment of the Resolution, or (iv) reduce the principal amount of or redemption premium on any Bond, or reduce the interest rate thereon.

Notwithstanding the foregoing, the Resolution, and the rights and obligations of the District and of the Owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the District without the written consent of the Owners for any one or more of the following purposes:

- (1) to add to the covenants and agreements of the District in the Resolution contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power reserved in the Resolution to or conferred upon the District;
- (2) to make modifications not adversely affecting any outstanding Bonds in any material respect;
- (3) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions of the Resolution, or in regard to questions arising under the Resolution, as the District may deem necessary or desirable and not inconsistent with the Resolution, and which shall not adversely affect the rights of the Owners of the Bonds; or
- (4) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance by the District with Section 148 of the Code relating to required rebate of monies to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Treasury Regulations.

Any action taken pursuant to a Supplemental Resolution so consented to by the Owners of at least 60% in aggregate principal amount of the Bonds then outstanding shall be binding on the Owners of all of the Bonds and shall not be deemed to be inconsistent with any of the provisions of the Resolution, whatever the character of such action may be, and such action may be taken and performed as fully and freely as if expressly permitted by the Resolution. After such consent relating to specified matters has been given, no Bond Owner shall have any right or interest to object to any such action or in any manner to question the propriety thereof or to enjoin

or restrain the District or the Paying Agent, or any officer or agent thereof, from taking any action pursuant to such consent.

Unclaimed Moneys

Anything contained in the Resolution to the contrary notwithstanding, any monies held by the County Treasurer or the Paying Agent in trust for the payment and discharge of the principal of, the interest and any premium on the Bonds which remain unclaimed for two years after the date when the payment of such principal, interest and premium have become payable, if such monies were held by the County Treasurer or the Paying Agent at such date, shall be deposited by the County Treasurer to the account of the District as its absolute property free from any trust, and the County Treasurer shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the District for the payment of the principal of, interest and any premium on their Bonds.

REFUNDING PLAN

Plan of Refunding

In accordance with the Refunding Law, the Bonds are being issued by the District to refund on an advanced basis a portion of the Series 2005 Bonds, a portion of the Series 2006 Bonds, and a portion of the Series 2007 Bonds, each as described below. A portion of the proceeds from the sale of the Bonds will be deposited into a separate escrow fund (each an “Escrow Fund”) to be created and maintained by The Bank of New York Mellon Trust Company, N.A. (the “Escrow Agent”) pursuant to three separate Escrow Agreements, each dated as of _____, 2014 (the “Escrow Agreement”), by and between the District and the Escrow Agent for the refunding of the Refunded Bonds. [The County Treasurer will remain as Paying Agent for the Refunded Bonds.]

The proceeds of the Refunded Bonds, together with other available funds of the District, were used to fund the construction of improvements to various schools throughout the District and which are listed below:

Madera South High School
Nishimoto Elementary School
Jack G. Desmond Middle School
Cesar Chavez Elementary School

Redemption of Refunded Bonds

The net proceeds of the Bonds will be applied to pay for the refunding on an advance basis those Series 2005 Bonds maturing on August 1, 2016 to August 1, 2017* (the “Refunded 2005 Bonds”). The Refunded 2005 Bonds are described in the following table:

REFUNDED BONDS
Madera Unified School District
General Obligation Bonds, Election of 2002, Series 2005

Maturity Date

CUSIP No.

Principal Amount

* Preliminary, subject to change.

The net proceeds of the Bonds will be applied to pay for the refunding on an advance basis those Series 2006 Bonds maturing on August 1, 2016 to August 1, 2017* (the “Refunded 2006 Bonds”). The Refunded 2006 Bonds are described in the following table:

REFUNDED BONDS
Madera Unified School District
General Obligation Bonds, Election of 2002, Series 2006

<u>Maturity Date</u>	<u>CUSIP No.</u>	<u>Principal Amount</u>
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The net proceeds of the Bonds will be applied to pay for the refunding on an advance basis those Series 2007 Bonds maturing on August 1, 2017 to August 1, 2023* (the “Refunded 2007 Bonds”). The Refunded 2007 Bonds are described in the following table:

REFUNDED BONDS
Madera Unified School District
General Obligation Bonds, Election of 2006, Series 2007

<u>Maturity Date</u>	<u>CUSIP No.</u>	<u>Principal Amount</u>
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* Preliminary, subject to change.

The maturities of the Series 2005 Bonds listed in the following table are not being refunded and will remain outstanding subsequent to the issuance of the Bonds.

**MADERA UNIFIED SCHOOL DISTRICT
General Obligation Bonds, Election of 2002, Series 2005
Unrefunded Bonds***

<u>Maturity Date</u> <u>(August 1)</u>	<u>CUSIP No.</u> <u>()</u>	<u>Principal Amount</u>
2015		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
05/01/2030		

The maturities of the Series 2006 Bonds listed in the following table are not being refunded and will remain outstanding subsequent to the issuance of the Bonds.

**MADERA UNIFIED SCHOOL DISTRICT
General Obligation Bonds, Election of 2002, Series 2006
Unrefunded Bonds***

<u>Maturity Date</u> <u>(August 1)</u>	<u>CUSIP No.</u> <u>()</u>	<u>Principal Amount</u>
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* Preliminary, subject to change.

The maturities of the Series 2007 Bonds listed in the following table are not being refunded and will remain outstanding subsequent to the issuance of the Bonds.

MADERA UNIFIED SCHOOL DISTRICT
General Obligation Bonds, Election of 2006, Series 2007
Unrefunded Bonds*

<u>Maturity Date</u> <u>(August 1)</u>	<u>CUSIP No.</u> <u>()</u>	<u>Principal Amount</u>
2015		
2016		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		

Moneys in each Escrow Fund will be invested in SLGS. An independent certified public accountant licensed to practice in the State, Causey Demgen & Moore P.C., Denver, Colorado (the “Verification Agent”), acting as verification agent with respect to the Escrow Fund, will certify in writing that moneys deposited in the Escrow Fund, will be sufficient to pay the redemption price of, and interest on the Series 2005 Bonds, on August 1, 2015, the Series 2006 Bonds on August 1, 2015, and the Series 2007 Bonds on August 1, 2016.

SOURCES AND USES OF BOND PROCEEDS

The estimated sources and uses of funds in connection with the Bonds are as follows:

Sources of Funds

Principal Amount of Bonds
Net Original Issue Premium/(Discount)
Total Sources of Funds

Uses of Funds

Escrow Fund
Underwriter’s Discount
Costs of Issuance⁽¹⁾
Total Uses of Funds

⁽¹⁾ Costs of issuance include, but are not limited to, legal fees, financial advisory fees, printing costs, rating agency fees, bond insurance, and other miscellaneous fees and expenses.

* Preliminary, subject to change.

DEBT SERVICE SCHEDULE

The following table summarizes the annual debt service requirements of the District for the Bonds:

**MADERA UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014
Debt Service Schedule***

<u>Year Ending (August 1)</u>	<u>Annual Principal Payment</u>	<u>Annual Interest Payment</u>	<u>Total Annual Debt Service</u>
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			

Source: The Underwriter.

See “DISTRICT DEBT STRUCTURE — Long-Term Debt” and “— General Obligation Bonds” for a schedule of the combined debt service requirements for all of the District’s outstanding general obligation bonds.

APPLICATION AND INVESTMENT OF BONDS PROCEEDS AND TAX REVENUES

The *ad valorem* property taxes securing the payment of the Bonds when received shall be kept separate and apart in the Debt Service Fund established under the Resolution and be used only for payments of principal of and interest on the Bonds. Interest earned on the investment of monies held in the Debt Service Fund established under the Resolution shall be retained in the Debt Service Fund and used to pay principal of and interest on the Bonds when due.

Any excess proceeds of the Bonds not needed for the purpose for which the Bonds are issued shall be transferred to the Debt Service Fund established under the Resolution and applied to the payment of principal of and interest on the Bonds. If after payment in full of the Bonds there remains excess proceeds, any such excess amounts shall be transferred to the District’s general fund. Amounts which the District determines are required to be rebated to the federal government will be deposited in the Rebate Fund established under the Resolution.

Monies held in the Debt Service Fund and the Rebate Fund established under the Resolution may be invested in any investment permitted by law, including under Government Code Sections 53601 and 53635.

It is anticipated that monies in the Rebate Fund and the Debt Service Fund for the Bonds will be invested in, and withdrawn from, the Madera County Pooled Investment Fund as described below.

Madera County Pooled Investment Fund

The following is a general description of the County’s investment policy, current portfolio holdings, and valuation procedures. The information was provided by the Treasurer - Tax Collector. Neither the District nor the Underwriter can make any representations regarding the accuracy and completeness of the information. All

* Preliminary, subject to change.

questions related to the investment practices of the Treasurer - Tax Collector should be directed to the Treasurer - Tax Collector at 200 West 4th Street, Madera, California 93637 (559) 675-7713.

The Treasurer-Tax Collector has authority to implement and oversee the investment of funds on deposit in the County's pooled investment fund (the "Pooled Investment Fund"). The County's Pooled Investment Fund includes the funds of the County and certain governmental entities located in the County, including school districts, community college districts, and special districts. Interest earned is deposited quarterly into participating funds. Any investment losses are shared proportionately by all funds in the Pooled Investment Fund.

An Investment Oversight Committee is established by the Board of Supervisors. The primary objectives of the investment of public funds are: first to safeguard investment principal; second to maintain sufficient liquidity to maintain daily cashflow requirements; and thirdly, to achieve a reasonable rate of return on the portfolio consistent with the first two objectives. The Oversight Committee approves the investment policy, reviews and monitors the Treasurer-Tax Collector's monthly investment reports, reviews depositories for County funds and broker/dealer and banks as approved by the Treasurer-Tax Collector, and causes an annual audit to be conducted to determine the Treasury's compliance with relevant investment statutes and ordinances as well as the Investment Policy.

The County Treasurer maintains one Pooled Investment Fund (the "PIF") for all local jurisdictions having funds on deposit in the County Treasury. As of July 31, 2014, the portfolio assets comprising the PIF had a market value of \$321,856,824.74.

State law requires that all operating moneys of the County, school districts, and certain special districts be held by the County Treasurer. The Treasurer-Tax Collector's office estimates that [0.20%] of the deposits in the PIF are deposited on a voluntary basis.

While State law permits other governmental jurisdictions, with the prior consent of the County Board of Supervisors and the County Treasurer, to participate in the County's PIF, none have been authorized entry, nor are any pending consideration. The desire of the County is to maintain a stable depositor base for those entities participating in the PIF.

All purchases of securities for the PIF are to be made in accordance with the County Treasurer's 2015 Statement of Investment Policy, which is more restrictive than the investments authorized pursuant to Sections 53601 and 53635 of the California Government Code. The Policy Statement requires that all investment transactions be governed by first giving consideration to the safety and preservation of principal and liquidity sufficient to meet daily cash flow needs prior to achieving a reasonable rate of return on the investment. Investments are not authorized in reverse-repurchase agreements except for an unanticipated and immediate cash flow need that would otherwise cause the County Treasurer-Tax Collector to sell portfolio securities prior to maturity at a principal loss.

The investments in the County Pooled Investment Fund as of July 31, 2014 were as follows:

<u>Investments</u>	<u>Book Value</u>	<u>% of Portfolio</u>
Medium Term Notes	\$ 32,575,694.07	10.10%
Federal Agency Coupon Securities	206,158,007.20	63.94
Federal Farm Credit Bank	11,997,596.59	3.72
Depository Accounts	17,108,818.44	5.31
Local Agency Investment Funds	21,406,086.75	6.64
Bank of America Checking	<u>33,160,039.55</u>	<u>10.29</u>
Total Investments	\$322,406,242.60	100.00%

Source: Madera County Treasurer – Tax Collector.

As of July 31, 2014, the market value of the PIF was 99.8% of book value. The County Treasurer estimates that sufficient liquidity exists within the portfolio to meet daily expenditure needs without requiring any sale of securities at a principal loss prior to their maturity.

In keeping with Sections 53684 and 53844 of the California Government Code, all interest, income, gains and losses on the portfolio are distributed quarterly to participants based upon their average daily balance except for specific investments made on behalf of a particular fund. In these instances, Section 53844 requires that the investment income be credited to the specific fund in which the investment was made.

The County Board of Supervisors has established an “Investment Oversight Committee” in compliance with California Government Code Section 27131. Currently, the Committee is composed of the County Finance Director, the County Treasurer-Tax Collector, the County Superintendent of Schools, a school district representative and a public member at large. The purpose of the committee is to review the prudence of the County’s Investment Policy, portfolio holdings and investment procedures, and to make any findings and recommendations known to the County Board of Supervisors. This committee was reorganized to conform to new State requirements requiring the County to have a local oversight committee. The committee is utilized by the County to manage, audit, and safeguard public funds and to perform other internal control measures.

The County does not maintain a separate rating on its pooled investment fund.

Neither the District nor the Underwriter has made an independent investigation of the investments in the County PIF and has made no assessment of the current County Investment Policy. The value of the various investments in the County PIF will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Therefore, there can be no assurance that the values of the various investments in the PIF will not vary significantly from the values described in this Official Statement.

A complete copy of the County’s Investment Policy is contained in APPENDIX F — “COUNTY OF MADERA OFFICE OF THE TREASURER TAX-COLLECTOR STATEMENT OF INVESTMENT POLICY.”

SECURITY FOR THE BONDS

The Bonds are general obligation bonds of the District. The County Board of Supervisors, on behalf of the District, is empowered and obligated annually to levy *ad valorem* taxes upon all property subject to taxation by the District, without limitation of rate or amount (except for certain personal property which is taxable at limited rates), for the payment of the principal of and interest on the Bonds due and payable in the next succeeding bond year (less amounts on deposit in the Debt Service Fund established under the Resolution). The Resolution pledges as security for the Bonds the proceeds from the levy of the *ad valorem* tax which are collected and allocated to the payment of the Bonds. See “TAX BASE FOR REPAYMENT OF BONDS.”

The Bonds are payable on a parity from *ad valorem* taxes levied within the District to repay other outstanding general obligation bonds of the District. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds. See “TAX BASE FOR REPAYMENT OF BONDS — *Ad Valorem* Property Taxation” and “DISTRICT DEBT STRUCTURE — Long-Term Debt” and “— General Obligation Bonds.”

The amount of the annual *ad valorem* tax levied by the County Board of Supervisors to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds in any year. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate. Economic and other factors beyond the District’s control, such as general market decline in property values, reclassification of property to a class exempt category from taxation, whether by ownership or use (such as exemptions for property owned by the federal government, the State and local agencies and property used for qualified educational, hospital, charitable or religious purposes), or the complete or partial destruction of taxable property caused by a natural or manmade disaster, such as earthquake, flood or toxic contamination, could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the annual tax rate.

TAX BASE FOR REPAYMENT OF BONDS

The information in this section describes *ad valorem* property taxation, assessed valuation and other measures of the tax base of the District. The Bonds are payable on a parity solely from *ad valorem* taxes levied and collected by the County Treasurer on taxable property in the District. The District's general fund is not a source for the repayment of the Bonds.

Ad Valorem Property Taxation

The collection of property taxes is significant to the District and the Owners of the Bonds in two respects. First, the County Board of Supervisors will levy and collect *ad valorem* taxes on all taxable parcels within the District which are pledged specifically to the repayment of the Bonds. Second, the general *ad valorem* property tax levy levied in accordance with Article XIII A of the California Constitution and its implementing legislation funds a portion of the District's base revenue limit which is used to operate the District's educational programs. See "DISTRICT FINANCIAL MATTERS — Local Control Funding." As described below, the general *ad valorem* property tax levy and the additional *ad valorem* property tax levy pledged to repay the Bonds will be collected on the annual tax bills distributed by the County to the owners of parcels within the boundaries of the District.

Method of Property Taxation. Beginning in fiscal year 1978-79, Article XIII A and its implementing legislation permitted each county to levy and collect all property taxes and prescribed the way in which levies on county-wide property values were to be shared with local taxing entities within each county. All property is assessed using full cash value as defined by Article XIII A of the State Constitution. State law, however, provides exemptions from *ad valorem* property taxation for certain classes of property such as churches, colleges, non-profit hospitals and charitable institutions. See, "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution," herein.

For purposes of allocating a county's basic property tax levy, future assessed valuation growth allowed under Article XIII A (new construction, certain changes of ownership, up to 2% inflation) will be allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and schools will share the growth of "base" sources from the tax rate area. State law exempts \$7,000 of the assessed valuation of an owner-occupied principal residence. This exemption does not result in any loss of revenue to local agencies since an amount equivalent to the taxes that would have been payable on such exempt values is provided by the State.

Taxes are levied for each fiscal year on taxable real and personal property which is situated in a county as of the preceding January 1. Real property which changes ownership or is newly constructed is revalued at the time the change in ownership occurs or the new construction is completed. The current year property tax rate will be applied to the reassessment, and the taxes will then be adjusted by a proration factor to reflect the portion of the remaining tax year for which taxes are due.

For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll, also containing State-assessed property, and property, the taxes on which are a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year, and if unpaid become delinquent on December 10 and April 10, respectively. A penalty of 10% attaches immediately to all delinquent payments. Property on the secured roll with respect to which taxes are delinquent becomes tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of 1.5% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is subject to sale by the Treasurer-Tax Collector of the county levying the tax.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent, if unpaid, on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5 p.m. on October 31, an additional penalty of 1.5% attaches to them on the first day of each month until paid. A county has four ways of collecting delinquent unsecured personal property taxes: (1) bringing a civil action against the taxpayer, (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizing and selling personal property improvements or possessory interests belonging or assessed to the delinquent taxpayer.

District Assessed Valuation. The assessed valuation of property in the District is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization ("SBE"). See "TAX BASE FOR REPAYMENT OF BONDS — *Taxation of State-Assessed Utility Property.*" Assessed valuations are reported at 100% of the "full cash value" of the property, as defined in Article XIII A of the California Constitution. Prior to 1981-82, assessed valuations were reported at 25% of the full cash value of property. For a discussion of how properties currently are assessed, see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS."

Certain classes of property, such as churches, colleges, not-for-profit hospitals, and charitable institutions, are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions. Both the general *ad valorem* property tax levy and the additional *ad valorem* levy for the Bonds is based upon the assessed valuation of the parcels of taxable property in the District. Property taxes allocated to the District are collected by the County at the same time and on the same tax rolls as are county, city and special district taxes. The assessed valuation of each parcel of property is the same for both District and county taxing purposes. The valuation of secured property by the County Assessor is established as of January 1, and is subsequently equalized in September of each year.

Taxation of State-Assessed Utility Property. A portion of property tax revenue of the District is derived from utility property subject to assessment by the SBE. State-assessed property, or "unitary property," is property of a utility system with components located in many taxing jurisdictions that are assessed as part of a "going concern" rather than as individual pieces of real or personal property. The assessed value of unitary and certain other state-assessed property is allocated to the counties by the SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

Tax Collections and Delinquencies. A school district's share of the 1% countywide tax is based on the actual allocation of property tax revenues to each taxing jurisdiction in the county in fiscal year 1978-79, as adjusted according to a complicated statutory scheme enacted since that time. Revenues derived from special *ad valorem* taxes for voter-approved indebtedness are reserved to the taxing jurisdiction that approved and issued the debt, and may only be used to repay that debt.

The County only provides information for tax charges and corresponding delinquencies by local agency with respect to debt service levies for voter approved indebtedness. It does not provide such information for the 1% general tax levy. See "— Tax Levies and Delinquencies," herein. See also "— *Teeter Plan*" below.

Teeter Plan. The County has implemented an alternative method for the distribution of secured property taxes to local agencies, known as the "Teeter Plan." The Teeter Plan provisions are set forth in Sections 4701 to 4717 of the California Revenue and Taxation Code. Upon adoption and implementation of this method by a county board of supervisors, local agencies for which the county acts as "bank" and certain other public agencies and taxing areas located in the county receive annually the full amount of their share of property taxes on the secured roll, including delinquent property taxes which have yet to be collected. While a county benefits from the penalties associated with these delinquent taxes when they are paid, the Teeter Plan is intended to provide participating local agencies with stable cash flow and the elimination of collection risk.

To implement a Teeter Plan, the board of supervisors of a county generally must elect to do so by July 15 of the fiscal year in which it is to apply. As a separate election, a county may elect to have the Teeter

Plan procedures also apply to assessments on the secured roll. The County Board of Supervisors has adopted the Teeter Plan and has elected to include school districts in its Teeter Plan and applies to the District.

Once adopted, a county's Teeter Plan will remain in effect in perpetuity unless the board of supervisors orders its discontinuance or unless prior to the commencement of a fiscal year a petition for discontinuance is received and joined in by resolutions of the governing bodies of not less than two-thirds of the participating districts in the county. An electing county may, however, elect to discontinue the Teeter Plan with respect to any levying agency in the county if the board of supervisors, by action taken not later than July 15 of a fiscal year, elects to discontinue the procedure with respect to such levying agency and the rate of secured tax delinquencies in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured roll by that agency.

Upon making a Teeter Plan election, a county must initially provide a participating local agency with 95% of the estimated amount of the then accumulated tax delinquencies (excluding penalties) for that agency. In the case of the initial year distribution of assessments (if a county has elected to include assessments), 100% of the assessment delinquencies (excluding penalties) are to be apportioned to the participating local agency which levied the assessment. After the initial distribution, each participating local agency receives annually 100% of the secured property tax levies to which it is otherwise entitled, regardless of whether the county has actually collected the levies.

If any tax or assessment which was distributed to a Teeter Plan participant is subsequently changed by correction, cancellation or refund, a pro rata adjustment for the amount of the change is made on the records of the treasurer and auditor of the county. Such adjustment for a decrease in the tax or assessment is treated by the County as an interest-free offset against future advances of tax levies under the Teeter Plan.

Assessed Valuations

Property within the District had a total assessed valuation for fiscal year 2014-15 of \$_____. Table 1 below shows the assessed valuation in the District for fiscal years 2000-01 through 2014-15.

In fiscal year 2014-15, the City of Madera portion of the District accounted for ____% of the District's total assessed valuation and the unincorporated Madera County portion accounted for ____%.

TABLE 1
MADERA UNIFIED SCHOOL DISTRICT
Assessed Valuations
Fiscal Years 2000-01 through 2014-15

<u>Fiscal</u> <u>Year</u>	<u>Total</u> <u>Valuation</u>	<u>Annual</u> <u>% Change</u>
2000-01	\$2,703,508,678	7.89%
2001-02	2,756,921,143	1.98
2002-03	2,798,324,535	1.50
2003-04	2,999,915,975	7.20
2004-05	3,157,876,053	5.27
2005-06	3,607,267,693	14.23
2006-07	4,299,751,707	19.20
2007-08	5,034,745,497	17.09
2008-09	5,390,750,813	7.07
2009-10	4,867,218,091	-9.71
2010-11	4,540,372,746	-6.72
2011-12	4,524,999,912	-0.34
2012-13	4,628,242,522	2.28
2013-14	4,779,157,146	3.26
2014-15		

Source: California Municipal Statistics.

Tax Levies and Delinquencies

Table 2 below summarizes the annual secured tax charges for debt service within the District and the amount delinquent as of June 30 for past fiscal years. Under the terms of the County's Teeter Plan, the District is paid 100% of the secured tax levy each year by the County and the County takes responsibility for collecting delinquencies and keeps penalties and interest.

TABLE 2
SECURED TAX CHARGES AND DELINQUENCY RATES
Fiscal Years 2000-01 through 2013-14
County of Madera

<u>Fiscal Year</u>	<u>Secured Tax Charge</u>	<u>Amount Delinquent June 30</u>	<u>Percent Delinquent June 30</u>
2000-01	57,500,763.28	1,994,166.31	3.47%
2001-02	59,006,165.56	2,174,984.97	3.69%
2002-03	61,201,519.00	2,291,156.00	3.74%
2003-04	65,423,040.00	2,412,626.00	3.69%
2004-05 ⁽¹⁾	71,189,266.79	1,774,477.92	2.53%
2005-06	98,234,291.66	8,257,721.82	8.41%
2006-07	108,321,643.44	6,079,207.16	5.61%
2007-08	126,525,870.67	9,797,666.27	7.74%
2008-09	131,289,475.94	9,968,979.15	7.59%
2009-10	123,741,976.08	6,905,393.77	5.58%
2010-11	115,433,378.75	6,269,137.44	5.43%
2011-12			
2012-13			
2013-14			

⁽¹⁾ For 2004-05, excludes secured tax charges and delinquencies associated with Chuckansi Casino property, the subject of litigation between the County and the property owner.

Source: County of Madera Auditor-Controller's Office.

Tax Rates

The State Constitution permits the levy of an *ad valorem* tax on taxable property not to exceed 1% of the full cash value of the property, and State law requires the full 1% tax to be levied. The levy of special *ad valorem* property taxes in excess of the 1% levy is permitted as necessary to provide for debt service payments on school bonds and other voter-approved indebtedness.

The rate of tax necessary to pay fixed debt service on the Bonds in a given year depends on the assessed value of taxable property in that year. (The rate of tax imposed on unsecured property for repayment of the Bonds is based on the prior year's secured property tax rate.) Economic and other factors beyond the District's control, such as a general market decline in land values, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational, hospital, charitable or religious purposes), or the complete or partial destruction of taxable property caused by natural or manmade disaster, such as earthquake, flood, fire, toxic dumping, etc., could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the annual tax rate to be levied to pay the principal of and interest on the Bonds. Issuance of additional authorized bonds in the future might also cause the tax rate to increase.

There are ____ tax rate areas in the District. A representative tax rate area in the City of Madera portion of the District, Tax Rate Area 2-000, had a fiscal year 2014-15 assessed valuation of \$_____, representing approximately ____% of the District's taxable assessed valuation. A representative tax rate area in the unincorporated portion of the District, Tax Rate Area 61-006, had a fiscal year 2014-15 assessed valuation

of \$_____, representing _____% of the District's assessed valuation. The table below shows tax rates levied by all taxing entities in Tax Rate Area 2-000 and Tax Rate Area 61-006 during the six-year period from 2009-10 and 2014-15.

TABLE 3
MADERA UNIFIED SCHOOL DISTRICT
SUMMARY OF AD VALOREM TAX RATES
\$1 PER \$100 OF ASSESSED VALUATION
Typical Total Tax Rates

City of Madera – Tax Rate Area 2-000

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
General	\$1.000000	\$1.000000	\$1.000000			
State Center Community College Bonds	.015812	.010050	.008064			
Madera Unified School District Bonds	<u>.067061</u>	<u>.075004</u>	<u>.076665</u>			
Total	\$1.082873	\$1.085054	\$1.084729			

Unincorporated Madera County – Tax Rate Area 61-006

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
General	\$1.000000	\$1.000000	\$1.000000			
State Center Community College Bonds	.015812	.010050	.008064			
Madera Unified School District Bonds	<u>.067061</u>	<u>.075004</u>	<u>.076665</u>			
Total	\$1.082873	\$1.085054	\$1.084729			

Source: California Municipal Statistics, Inc.

Largest Taxpayers

Table 4 below lists the 20 largest property taxpayers within the District measured by secured assessed valuation for fiscal year 2014-15.

TABLE 4
MADERA UNIFIED SCHOOL DISTRICT
Largest Local Secured Taxpayers
Fiscal Year 2014-15

	<u>Property Owner</u>	<u>Land Use</u>	<u>2014-15 Assessed Valuation</u>	<u>% of Total</u> ⁽¹⁾
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
	Total			

⁽¹⁾ 2014-15 total local secured assessed valuation: \$_____.
Source: California Municipal Statistics, Inc.

Assessed Valuation by Land Use

Table 5 below provides a distribution of taxable property located in the District on the 2014-15 tax roll by principal purpose for which the land is used, and the assessed valuation and number of parcels for each use.

TABLE 5
MADERA UNIFIED SCHOOL DISTRICT
Fiscal Year 2014-15 Secured Assessed Valuation and Parcels by Land Use⁽¹⁾

<u>Land Use</u>	<u>Secured Assessed Valuation</u>			<u>Assessor Parcels</u>		
	<u>2014-15 Secured Assessed Valuation⁽¹⁾</u>	<u>% of Total Assessed Valuation</u>	<u>Cumulative % of Total</u>	<u>Number of Parcels</u>	<u>% of Total Parcels</u>	<u>Cumulative of Total</u>
Residential						
Single Family Residence						
Condominium/Townhouse						
2-3 Residential Units						
4+ Residential Units/Apartments						
Mobile Home						
Vacant Residential						
Other Non-Residential						
Agricultural						
Commercial						
Vacant Commercial						
Industrial						
Vacant Industrial						
Recreational						
Government/Social/Institutional						
Vacant Other						
Miscellaneous						
Total						

⁽¹⁾ 2014-15 secured assessed valuation, including homeowner's exemption and excluding tax-exempt property.

NOTE: Excludes valuation of utility property assessed on the unitary roll and utility property assessed by the State Board of Equalization.

Source: California Municipal Statistics, Inc.

Assessed Valuation of Single-Family Homes

Table 6 below shows the assessed valuation of single-family homes in the District for tax year 2014-2015.

TABLE 6
MADERA UNIFIED SCHOOL DISTRICT
Per Parcel Fiscal Year 2014-15 Assessed Valuation of Single-Family Homes

<u>2014-15 Assessed Valuation</u>	<u>Number of Single Family Properties⁽¹⁾</u>	<u>% of Total Single Family Properties</u>	<u>Cumulative % of Total</u>
\$0 - \$24,999			
\$25,000 - \$49,999			
\$50,000 - \$74,999			
\$75,000 - \$99,999			
\$100,000 - \$124,999			
\$125,000 - \$149,999			
\$150,000 - \$174,999			
\$175,000 - \$199,999			
\$200,000 - \$224,999			
\$225,000 - \$249,999			
\$250,000 - \$274,999			
\$275,000 - \$299,999			
\$300,000 - \$324,999			
\$325,000 - \$349,999			
\$350,000 - \$374,999			
\$375,000 - \$399,999			
\$400,000 - \$424,999			
\$425,000 - \$449,999			
\$450,000 - \$474,999			
\$475,000 - \$499,999			
\$500,000 and greater			
Total			

Median Assessed Valuation of Single Family Homes:

Mean Assessed Valuation of Single Family Homes:

⁽¹⁾ Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc. Table prepared by Stifel, Nicolaus & Company, Incorporated.

Direct and Overlapping Debt

Contained within the District are numerous overlapping local agencies providing public services. These local agencies have outstanding debt issued in the form of general obligation, lease revenue and special tax and assessment bonds. The direct and overlapping debt of the District is shown in Table 18 below. Tax and revenue anticipation notes, revenue, mortgage revenue and tax allocation bonds, and non-bonded capital lease obligations are excluded from the debt statement. The District has not reviewed the following table for completion or accuracy and makes no representation in connection therewith.

TABLE 7
MADERA UNIFIED SCHOOL DISTRICT
Estimated Direct and Overlapping Bonded Debt
As of October 15, 2014

THE DISTRICT

Introduction

The District is located in Madera County, California (the “County”), and encompasses approximately 354 square miles. The District’s territory includes all of the incorporated area of the City of Madera (the “City”) and unincorporated territory of the County adjacent to the City. The District currently operates thirteen elementary schools for grades K-6, four elementary schools for grades K-8, three middle schools for grades 7-8, two high schools for grades 9-12, one alternative high school, one continuation high school and one adult school. Enrollment in the District in 2014-15 is in excess of 19,800 students in grades K through 12. The District is also the sponsor of two charter school, grades K-6 and grades K-8, with total enrollment of 450 students.

Board of Education

The District is governed by a seven-member Board of Education, whose members are elected to four year terms. The terms are staggered on two year intervals to provide for continuity of governance. If a vacancy arises during any term, the vacancy is filled by an appointment by a majority vote of the remaining Board members or, if there is no majority, by a special election.

The members of the Board of Education and certain District administrative personnel are identified below.

TABLE 8
MADERA UNIFIED SCHOOL DISTRICT
Board of Education

<u>Name</u>	<u>Term Expires</u>
Michael Salvador, President	November, 2014
Jose Rodriguez, Board Clerk	November, 2014
Ray G. Seibert, Board Member	November, 2016
Lynn Cogdill, Board Member	November, 2014
Robert E. Garibay, Board Member	November, 2016
Maria Velarde-Garcia, Board Member	November, 2014
Ricardo Arredondo, Board Member	November, 2016

Source: Madera Unified School District.

Superintendent and Administrative Personnel

The Superintendent of the District is appointed by the Board and reports to the Board. The Superintendent is responsible for management of the District’s day to-day operations and supervises the work of other District administrators and supervisors. Brief biographies of the Superintendent and other administrative officers are set forth below.

Edward Gonzalez, Superintendent, was named the District’s Superintendent on August of 2013. He had previously served as an Associate Superintendent in Fresno Unified School District as well as the Superintendent of American Union Elementary School District. Mr. Gonzalez graduated from California State University, Fresno with a Bachelor of Arts Degree in Political Science and a Master’s Degree in Educational Leadership.

Sandon M. Schwartz, Assistant Superintendent of Administrative and Support Services, has been with the District for 18 years, serving primarily as a site administrator. He holds a Bachelor of Science Degree in Business Administration with an emphasis in Finance, and a Master’s Degree in Business Administration from California State University, Fresno.

Teri Bradshaw, Director, Fiscal Services, has been with the District for over 20 years. She started as an accounting technician for Turlock Elementary School District and then came to the District in 1991 as Chief Accountant. She subsequently held the position of Director of Purchasing and has been the Director of Fiscal Services since 2003. She studied Business Administration from Santa Barbara City College and completed the CBO Program at Fresno State University.

Employee Relations

The Madera Unified Teachers Association (“MUTA”) has approximately [931] member employees of the District which include teachers, nurses, school counselors and librarians. The current term of the MUTA collective bargaining agreement will expire [June 30, 2016].

The Madera Adult Educators (“MAE”) labor union has [15] members which are teachers at the adult school. The current term of the MAE collective bargaining agreement will expire [June 30, 2016].

The Certified Management Bargaining Association (“CMBA”) labor union has [66 member employees of the District which includes principals, vice-principals, department heads and various administrative personnel. The current term of the CMBA collective bargaining agreement expires [June 30, 2016].

The classified labor union California School Employee’s Association (“CSEA”) has approximately 600 members and includes all classified employees of the District. The current CSEA collective bargaining agreement will expire [June 30, 2016].

TABLE 9
MADERA UNIFIED SCHOOL DISTRICT
Employees
Fiscal Years 2008-09 through 2013-14

<u>Fiscal Year</u>	<u>Total Number of Certificated Employees</u>	<u>Total Number of Classified Employees</u>	<u>Total Number Management Employees</u>	<u>Total Number of Employees</u>
2008-09	1,002	718	112	1,832
2009-10	942	685	114	1,741
2010-11	923	618	107	1,648
2011-12	924	607	106	1,637
2012-13				
2013-14				

Source: Madera Unified School District.

Retirement Benefits

CalSTRS. Contributions to CalSTRS are fixed in statute. The District contributes to the State of California Teachers Retirement System (“STRS”), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by STRS. The plan provides retirement and disability benefits and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers’ Retirement Law. STRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the STRS annual financial report may be obtained from STRS, 7667 Folsom Boulevard, Sacramento, CA 95826

Active plan members are required to contribute 8.0% of their salary and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by STRS Teachers’ Retirement Board. The required employer contribution rate for fiscal year 2013-2014 is 8.25% of annual payroll. The contribution requirements of the plan members are established by State statute. The District’s contributions to STRS for the fiscal years ending June 30, 2014, 2013, and 2012,

were \$5,611,020, \$5,433,143, and \$5,272,148, respectively, and equal 100% of the required contributions for each year. For fiscal year 2014-15, the District has budgeted for a STRS contribution of \$_____.

As of June 30, 2013, an actuarial valuation (the “2013 CalSTRS Actuarial Valuation”) for the entire CalSTRS defined benefit program showed an estimated unfunded actuarial liability of \$74.4 billion, an increase of \$3.4 billion from the June 30, 2012 valuation. The funded ratios of the actuarial value of valuation assets over the actuarial accrued liabilities as of June 30, 2013, June 30, 2012 and June 30, 2011, based on the actuarial assumptions, were approximately 67%, 67% and 69%, respectively. Future estimates of the actuarial unfunded liability may change due to market performance, legislative actions and other experience that may differ from the actuarial assumptions. The following are certain of the actuarial assumptions set forth in the 2013 CalSTRS Actuarial Valuation: measurement of accruing costs by the “Entry Age Normal Actuarial Cost Method,” 7.50% investment rate of return, 4.50% interest on member accounts, 3.75% projected wage growth, and 3.00% projected inflation. The 2013 CalSTRS Actuarial Valuation also assumes that all members hired on or after January 1, 2013 are subject to the provisions of PEPR (as defined herein). See “Governor’s Pension Reform” below for a discussion of the pension reform measure signed by the Governor in August 2012 expected to help reduce future pension obligations of public employers with respect to employees hired on or after January 1, 2013. Future estimates of the actuarial unfunded liability may change due to market performance, legislative actions, changes in actuarial assumptions and other experiences that may differ from the actuarial assumptions.

As indicated above, there was no required contribution from teachers, schools districts or the State to fund the unfunded actuarial liability for the CalSTRS defined benefit program and only the State legislature can change contribution rates. The 2013 CalSTRS Actuarial Valuation noted that, as of June 30, 2013, the contribution rate, inclusive of contributions from the teachers, the school districts and the State, was equivalent to 19.497% over the next 30 years. The 2013 CalSTRS Actuarial Valuation provides that the contribution rate would need to have been raised by 13.382% to a total of 32.879% to amortize the unfunded liability over a 30-year period as of June 30, 2013.

As part of the 2014-15 State Budget, the Governor signed Assembly Bill 1469 which implements a new funding strategy for CalSTRS, increasing the employer contribution rate in fiscal year 2014-15 from 8.25% to 8.88% of covered payroll. Such rate would increase by 1.85% beginning in fiscal year 2015-16 until the employer contribution rate is 19.10% of covered payroll as further described below. Teacher contributions will also increase from 8.00% to a total of 10.25% of pay, phased in over the next three years. The State’s total contribution will also increase from approximately 3% in fiscal year 2013-14 to 6.30% of payroll in fiscal year 2016-17, plus the continued payment of 2.5% of payroll annual for a supplemental inflation protection program for a total of 8.80%. In addition, AB 1469 provides the State Teachers Retirement Board with authority to modify the percentages paid by employers and employees for fiscal year 2021-22 and each fiscal year thereafter to eliminate the CalSTRS unfunded liability by June 30, 2046. The State Teachers Retirement Board would also have authority to reduce employer and State contributions if they are no longer necessary.

Pursuant to Assembly Bill 1469, school district’s contribution rates will increase over a seven year phase in period in accordance with the following schedule:

Effective Date (July 1)	School District Contribution Rate
2014	8.88%
2015	10.73
2016	12.58
2017	14.43
2018	16.28
2019	18.13
2020	19.10

Source: Assembly Bill 1469.

CalPERS. All qualifying classified employees of K-12 school districts in the State are members in CalPERS, and all of such districts participate in the same plan. The District contributes to the School Employer Pool under the State of California Public Employees Retirement System (“CalPERS”), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees’ Retirement Laws. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS’ annual financial report may be obtained from the CalPERS Executive Office, 200 P Street, Sacramento, CA 95814.

According to the CalPERS State and Schools Actuarial Valuation as of June 30, 2012, the CalPERS Schools plan had a funded ratio of 75.5% on a market value of assets basis. The funded ratio as of June 30, 2011, June 30, 2010, June 30, 2009 and June 30, 2008 was 78.7%, 69.5%, 65.0% and 93.8%, respectively. According to the actuarial valuation as of June 30, 2012, the latest decline in the funded ratio was because the investment return experienced by CalPERS in fiscal year 2011-12 was less than the assumed 7.5%. In June 2009, the CalPERS Board of Administration adopted a new employer rate smoothing methodology for local governments and school employer rates. It was designed to ease the impact of the investment losses which were then expected in fiscal year 2008-09 on affiliated public employers while strengthening the long-term financial health of the pension fund. Under such methodology, certain investment losses are amortized and paid off over a fixed and declining 30-year period instead of a rolling 30-year amortization period.

In March of 2012, the CalPERS Board of Administration adopted new economic actuarial assumptions to be used with the June 30, 2011 actuarial valuation; in particular, lowering the price inflation assumption from 3.00% to 2.75%. Lowering the price inflation assumption resulted in a reduced discount rate, which is the fund’s assumed rate of return calculated based on expected price inflation and the expected real rate of return, from 7.75% to 7.5%. According to CalPERS, this reduction in the discount rate is anticipated to increase State and school district employer contributions for each fiscal year beginning in fiscal year 2012-13 by 1.2% to 1.6% for miscellaneous plans (which includes general office and others) and by 2.2% to 2.4% for safety plans beginning in fiscal year 2012-13. In April of 2013, the CalPERS Board of Administration approved changes to the CalPERS amortization and smoothing policy intended to reduce volatility in employer contribution rates. Beginning with the June 30, 2013 actuarial valuation, CalPERS will employ a new amortization and smoothing policy that will pay for all gains and losses over a fixed 30-year period with the increases or decreases in the rate spread directly over a 5-year period (as compared to the current policy of spreading investment returns over a 15-year period with experience gains and losses paid for over a rolling 30-year period). Such changes, the implementation of which are delayed until fiscal year 2015-16 for the State, schools and all public agencies, are expected to increase contribution rates in the near term but lower contribution rates in the long term.

In February of 2014, the CalPERS Board of Administration adopted new actuarial demographic assumptions that take into account public employees living longer. Such assumptions are expected to increase costs for the State and public agency employers (including school districts), which costs will be amortized over 20 years and phased in over three years beginning in fiscal year 2014-15 for the State and amortized over 20 years and phased in over five years beginning in fiscal year 2016-17 for the employers. CalPERS estimates that the new demographic assumptions could cost public agency employers up to 9 of payroll for safety employees and up to 5% of payroll for miscellaneous employees at the end of the five year phase in period. To the extent, however, that future experiences differ from CalPERS’ current assumptions, the required employer contributions may vary.

The District’s total employer contributions from all funds to CalPERS for fiscal years 2011-12, 2012-13 and 2013-14 were \$2,033,025, \$2,122,666 and \$2,309,396 respectively, (unaudited), respectively, and were equal to 100% of the required contributions for each year. The District budgeted employer contributions to CalPERS of \$_____ for fiscal year 2014-15. With the change in actuarial assumptions described above, the District anticipates that its contributions to CalPERS will increase in future fiscal years as the increased costs are phased in. The implementation of PEPRA (see “—Governor’s Pension Reform” below), however, is expected to help reduce certain future pension obligations of public employers with respect to

employees hired on or after January 1, 2013. The District cannot predict the impact these changes will have on its contributions to CalPERS in future years.

CalPERS produces a comprehensive annual financial report and actuarial valuations that include financial statements and required supplementary information. Copies of the CalPERS comprehensive annual financial report and actuarial valuations may be obtained from CalPERS Financial Services Division. The information presented in these reports is not incorporated by reference in this Official Statement.

Governor's Pension Reform. On August 28, 2012, Governor Brown and the State Legislature reached agreement on a new law that reforms pensions for State and local government employees. AB 340, which was signed into law on September 12, 2012, established the California Public Employees' Pension Reform Act of 2012 ("PEPRA") which governs pensions for public employers and public pension plans on and after January 1, 2013. For new employees, PEPRA, among other things, caps pensionable salaries at the Social Security contribution and wage base, which is \$110,100 for 2012, or 120% of that amount for employees not covered by Social Security, increases the retirement age by two years or more for all new public employees while adjusting the retirement formulas, requires state employees to pay at least half of their pension costs, and also requires the calculation of benefits on regular, recurring pay to stop income spiking. For all employees, changes required by PEPRA include the prohibition of retroactive pension increases, pension holidays and purchases of service credit. PEPRA applies to all State and local public retirement systems, including county and district retirement systems. PEPRA only exempts the University of California system and charter cities and counties whose pension plans are not governed by State law. Although the District anticipates that PEPRA would not increase the District's future pension obligations, the District is unable to determine the extent of any impact PEPRA would have on the District's pension obligations at this time. Additionally, the District cannot predict if PEPRA will be challenged in court and, if so, whether any challenge would be successful.

The District is unable to predict what the amount of State pension liabilities will be in the future, or the amount of the contributions which the District may be required to make. CalSTRS and CalPERS are more fully described in Note 11 to the District's financial statements attached hereto as APPENDIX B – "FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2014."

GASB 67 and 68. In June 2012, the Governmental Accounting Standards Board approved a pair of related statements, Statement Number 67, Financial Reporting for Pension Plans ("Statement Number 67"), which addresses financial reporting for pension plans, and Statement Number 68, Accounting and Financial Reporting for Pensions ("Statement Number 68"), which establishes new accounting and financial reporting requirements for governments that provide their employees with pensions. The guidance contained in these statements will change how governments calculate and report the costs and obligations associated with pensions. Statement Number 67 replaces the current requirements of Statement Number 25, Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans, for most public employee pension plans, and Statement Number 27 replaces the current requirements of Statement Number 27, Accounting for Pensions by State and Local Governmental Employers, for most government employers. The new statements also replace the requirements of Statement Number 50, Pension Disclosures, for those governments and pension plans. Certain of the major changes include: (i) the inclusion of unfunded pension liabilities on the government's balance sheet (such unfunded liabilities are currently typically included as notes to the government's financial statements); (ii) full pension costs would be shown as expenses regardless of actual contribution levels; (iii) lower actuarial discount rates would be required to be used for most plans for certain purposes of the financial statements, resulting in increased liabilities and pension expenses; and (iv) shorter amortization periods for unfunded liabilities would be required to be used for certain purposes of the financial statements, which generally would increase pension expenses. Statement Number 67 will take effect in fiscal years beginning after June 15, 2013, and Statement Number 68 will take effect in fiscal years beginning after June 15, 2014.

As established by Federal law, all public sector employees who are not members of their employer's existing retirement system (STRS or PERS) must be covered by social security or an alternative plan. The District has elected to use Social Security as its alternative plan. Contributions made by the District and an

employee vest immediately. The District contributes 6.2% of an employee's gross earnings. An employee is required to contribute 6.2% of his or her gross earnings to the pension plan.

The State of California makes contributions to STRS and PERS on behalf of the District. These payments consist of State General Fund contributions to STRS in the amount of \$3,728,542 (5.541% of salaries subject to STRS). No contributions were made for PERS for the year ended June 30, 2014. Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures, however, guidance received from the California Department of Education advises local educational agencies not to record these amounts in the Annual Financial and Budget Report. These amounts have not been included in the budget amounts reported in the General Fund Budgetary Schedule. These amounts have been recorded in these financial statements. On behalf payments have been excluded from the calculation of available reserves.

Retiree Healthcare. The District provides post-employment health care benefits, in accordance with District employment contracts, to all employees who retire from the District on or after attaining age 59 for classified and 55 for certificated with at least 15 years of service. As of June 30, 2013, approximately 160 employees and beneficiaries meet those eligibility requirements. Expenditures for post-employment benefits are recognized on a pay-as-you-go basis, as retirees report claims. During 2013-14, expenditures of \$2,109,732 were recognized for retirees' health care benefits. Plan members receiving benefits contributed \$400,000 in premiums.

The District has entered into contracts with certain eligible employees whereby a predetermined percentage of the employees final years salary will be paid for a 60-month period for Certificated employees and a 36-month period for Classified employees and continued medical insurance coverage equivalent to the medical plan in effect for all Certificated and Classified employees until age 65. The outstanding contract amount for this purpose is \$694,154 and is reported as long-term debt. The amount paid during the fiscal year 2013-14 related to the early retirement programs totaled \$1,138,519.

The Government Accounting Standards Board ("GASB") issued its final accrual accounting standards for retiree healthcare benefits, GASB 45, in June 2004 ("GASB 45"). GASB 45 requires local governmental employers who provide other post-employment benefits ("OPEB") as part of the total compensation offered to employees to recognize the expense and related liabilities (assets) in the government-wide financial statements of net assets and activities. GASB 45 establishes standards for the measurement, recognition and display of OPEB expenses/expenditures and related liabilities (assets), note disclosures, and, if applicable, required supplementary information in the financial reports of the governmental employer.

The amount of actuarial liability (past and present) for the District, as of July 1, 2013 is \$_____. As of July 1, 2013, the most recent actuarial evaluation date, the District did not have a funded plan. The actuarial accrued liability ("AAL") for benefits was \$27,479,255 and the unfunded actuarial accrued liability ("UAAL") was \$27,479,255.

As of June 30, 2011, financial reporting for the District for OPEB was generally based on pay-as-you-go financing approaches. Such practices fail to measure or recognize the cost of OPEB during the periods when employees render the services or provide relevant information about OPEB obligations and the extent to which progress is being made in funding those obligations.

GASB 45 generally provides for prospective implementation; that is, the employers set the beginning net OPEB obligation at zero as of the beginning of the initial year. The District implemented GASB 45 beginning in the fiscal year ending June 30, 2009.

The District's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for fiscal years 2011-12 through 2013-14 are set forth in Table 10 below.

TABLE 10
MADERA UNIFIED SCHOOL DISTRICT
OPEB Obligations
Fiscal Years 2011-12 through 2013-14

<u>Fiscal Year ended June 30</u>	<u>Annual OPEB Cost</u>	<u>Actual Contribution</u>	<u>Percentage Contributed</u>	<u>Net OPEB Obligation</u>
2012	\$2,873,922	\$2,444,489	85.06%	\$3,231,394
2013	\$2,867,459	\$2,581,485	90.03%	\$3,517,368
2014	\$2,659,168	\$2,431,677	91.45%	\$3,744,859

Source: Madera Unified School District Audited Financial Statements.

Insurance

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. During fiscal year ending 2013, the District contracted with the California Risk Management Authority (CRMA) for property and liability insurance coverage. Settled claims have not exceeded this commercial coverage in any of the past three years. There has not been a significant reduction in coverage from the prior year. The District also pays for workers' compensation through the California Risk Management Authority.

The District has contracted with California's Valued Trust to provide employee health, dental and vision benefits. Benefits are self-funded and are paid out of the assets of the Trust. Each participating school district's contribution to the Trust is determined by the collective bargaining agreement between the individual district and CTA or California School Employees Association and/or by the participating agreement between the district and the Trust with respect to employees not covered by a collective bargaining agreement. The District pays a monthly contribution, which is placed in a common fund from which claim payments are made for all participating districts. Claims are paid for all participants regardless of claims flow.

DISTRICT FINANCIAL MATTERS

The information in this section concerning the District's general fund finances are provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of and interest on the Bonds is payable from the general fund of the District. The Bonds are payable from the proceeds of an ad valorem tax levied for the payment thereof by the County. See "SECURITY FOR THE BONDS" herein.

Accounting Practices

The accounting policies of the District conform to generally accepted accounting principles and are in accordance with the policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all State school districts. See APPENDIX B — "DISTRICT'S AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2014."

Comparative Financial Statements and 2014-15 Adopted Budget

The District's annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States for all governmental funds, except for those funds associated with the District's component units. The Board of Education adopts an operating budget no later than July 1 in accordance with State law. The Board of Education revises the budget during the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption. It is this final revised budget that is presented in the District's financial statements. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major project account.

Table 11 below summarizes the District's Statement of General Fund Revenues, Expenditures and Fund Balances for fiscal years 2010-11 through 2013-14. The figures in Table 11 are taken from the District's audited financial statements. See APPENDIX B — "DISTRICT'S AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2014" for District financial information as of June 30, 2014.

TABLE 11
MADERA UNIFIED SCHOOL DISTRICT
General Fund Revenues, Expenditures and Fund Balances – Fiscal Years 2010-11 through 2013-14

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014⁽¹⁾</u>
REVENUES				
Revenue limit sources	\$ 94,629,234	\$ 96,188,029	\$ 97,217,695	\$129,980,661
Federal sources	18,579,176	11,719,248	12,162,118	11,755,435
Other state sources	28,382,851	29,132,035	32,595,228	14,673,765
Other local sources	<u>7,430,632</u>	<u>6,021,604</u>	<u>6,131,409</u>	<u>6,428,554</u>
Total Revenues	\$149,021,893	\$143,060,916	\$148,106,450	\$162,838,415
EXPENDITURES				
Current				
Instruction	\$ 87,603,429	\$ 84,756,925	\$ 89,674,461	\$ 95,635,740
Instruction-related activities:				
Supervision of instruction	4,636,314	5,834,301	5,935,028	6,165,967
Instructional library, media and technology	1,406,589	1,435,169	1,283,670	1,259,713
School site administration	11,452,459	10,803,730	11,116,365	11,529,703
Pupil Services:				
Home-to-school transportation	6,049,609	5,600,245	6,067,793	5,651,709
Food services	102	4,260	957	1,110
All other pupil services	6,046,251	6,117,527	6,206,625	6,547,595
General administration:				
Data processing	1,299,795	1,674,822	1,928,391	1,836,659
All other general administration	6,041,566	5,698,464	5,142,176	5,767,984
Plant services	13,994,610	13,977,153	13,178,499	14,292,962
Facility acquisition and construction	7,670	4,673,465	119,256	91,464
Ancillary services	1,915,061	2,002,067	2,024,289	2,165,323
Community services	13,242	15,240	13,801	18,938
Other outgo	859,804	803,137	709,754	1,990,127
Debt service				
Principal	291,177	306,325	671,675	590,823
Interest and other	<u>212,535</u>	<u>107,561</u>	<u>309,189</u>	<u>211,977</u>
Total Expenditures	\$141,830,213	\$143,810,391	\$144,381,929	\$153,757,794
Excess (Deficiency) of Revenues Over Expenditures	\$ 7,191,680	(\$ 749,475)	\$ 3,724,521	\$ 9,080,621
Other Financing Sources (Uses):				
Transfers in	\$ 401,054	\$ 24,836	\$ 17,421	\$ 36,450
Other sources	-	4,587,921	13,150	31,389
Transfers Out	<u>(\$ 600,000)</u>	<u>(\$ 1,260,231)</u>	<u>(\$ 1,260,231)</u>	<u>(\$ 5,621,410)</u>
Net Financing Sources (Uses)	(\$ 198,946)	\$ 3,352,526	(\$ 1,229,660)	(\$ 5,553,571)
NET CHANGE IN FUND BALANCES	\$ 6,992,734	\$ 2,603,051	\$ 2,494,861	\$ 3,527,050
Fund Balance – Beginning	30,034,079	37,026,813	39,629,864	42,124,725
Fund Balance - Ending	\$ 37,026,813	\$ 39,629,864	\$ 42,124,725	\$ 45,651,775

⁽¹⁾ Unaudited.

Source: Madera Unified School District Audited Financial Statements for fiscal years 2007-08 through 2010-11.

District Budget Process and County Review

State law requires school districts to maintain a balanced budget in each fiscal year. The State Department of Education imposes a uniform budgeting and accounting format for school districts. Under current law, a school district governing board must adopt and file with the county superintendent of schools a tentative budget by July 1 in each fiscal year. The District is under the jurisdiction of the Madera County Superintendent of Schools.

The County Superintendent must review and approve or disapprove the budget no later than August 15. The County Superintendent is required to examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance with the established standards. If the budget is disapproved, it is returned to the District with recommendations for revision. The District is then required to revise the budget, hold a public hearing thereon, adopt the revised budget, and file it with the County Superintendent no later than September 8. Pursuant to State law, the County Superintendent has available various remedies by which to impose and enforce a budget that complies with State criteria, depending on the circumstances, if a budget is disapproved. After approval of an adopted budget, the school district's administration may submit budget revisions for governing board approval.

Subsequent to approval, the County Superintendent will monitor each district under its jurisdiction throughout the fiscal year pursuant to its adopted budget to determine on an ongoing basis if the district can meet its current or subsequent year financial obligations. If the County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent will notify the district's governing board of the determination and may then do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations, or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial obligations, the County Superintendent will so notify the State Superintendent of Public Instruction, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) develop and impose, after also consulting with the district's governing board, revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of a collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

A State law adopted in 1991 (known as "AB 1200") imposed additional financial reporting requirements on school districts, and established guidelines for emergency State aid apportionments. Under the provisions of AB 1200, each school district is required to file interim certifications with the County Superintendent (on December 15, for the period ended October 31, and by mid-March for the period ended January 31) as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The County Superintendent reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that is deemed unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or two subsequent fiscal years. A school district that receives a qualified or negative certification may not issue tax and revenue anticipation notes or certificates of participation without approval by the County Superintendent. The District has never received a negative certification. [As of October 1, 2015, based on State law the multi-year projections have balanced budgets in all fiscal years and exceed a 3% reserve in fiscal years 2014-15, 2015-16, and 2016-17.]

The accounting policies of the District conform to generally accepted accounting principles and are in accordance with the policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all State school districts. See APPENDIX B – "DISTRICT'S AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2014."

Table 12 below summarizes the District's budgeted and actual income and expenses for fiscal years 2011-12 through 2013-14.

TABLE 12
MADERA UNIFIED SCHOOL DISTRICT
Income and Expenses for Fiscal Years 2011-12 through 2013-14

	2011-2012		2012-13		2013-14		2014-15
	<u>Budget</u>	<u>Actual⁽¹⁾</u>	<u>Budget</u>	<u>Actual⁽¹⁾</u>	<u>Budget</u>	<u>Actual⁽¹⁾⁽²⁾</u>	<u>Adopted Budget</u>
REVENUES							
Revenue Limit Sources	\$ 96,163,908	\$ 96,188,029	\$ 97,329,284	\$ 97,217,695	\$128,522,994	\$129,980,661	
Federal sources	15,999,911	11,719,248	14,605,202	12,162,118	14,811,212	11,755,435	
Other state sources	25,539,754	25,957,384	27,300,431	29,337,168	10,844,311	10,945,223	
Other local sources	<u>6,233,021</u>	<u>6,021,604</u>	<u>6,096,075</u>	<u>6,131,409</u>	<u>6,600,748</u>	<u>6,428,554</u>	
Total Revenues⁽¹⁾	\$143,936,594	\$139,886,265	\$145,330,992	\$144,848,390	\$160,779,265	\$159,109,873	
EXPENDITURES							
Current							
Certificated Salaries	\$ 65,415,783	\$ 64,830,187	\$ 67,551,167	\$ 66,854,688	\$ 69,963,743	\$ 69,508,713	
Classified salaries	17,932,986	17,869,013	17,568,443	17,707,382	19,016,736	19,560,132	
Employee benefits	35,504,886	35,083,562	35,542,125	35,032,837	36,073,144	35,336,668	
Books and supplies	9,272,544	6,632,139	11,460,279	8,595,021	18,331,971	10,410,774	
Services and operating expenditures	11,746,372	10,167,716	12,639,850	10,632,320	13,871,896	12,622,073	
Other outgo	254,593	273,842	137,525	178,376	52,622	1,331,845	
Capital outlay	1,600,017	5,369,545	1,212,897	1,142,382	455,887	456,247	
Debt service-principal	306,324	306,324	671,674	671,674	590,823	590,823	
Debt service-interest	<u>103,412</u>	<u>103,412</u>	<u>304,668</u>	<u>309,189</u>	<u>209,953</u>	<u>211,977</u>	
Total Expenditures⁽¹⁾	\$142,136,917	\$140,635,740	\$147,088,628	\$141,123,869	\$158,566,775	\$150,029,252	
Excess (Deficiency) of Revenues Over Expenditures	<u>1,799,677</u>	<u>(749,475)</u>	<u>(1,757,636)</u>	<u>3,724,521</u>	<u>2,212,490</u>	<u>9,080,621</u>	
Other Financing Sources (Uses):							
Transfer In	\$ 1,829,617	\$ 24,836	\$ 18,935	\$ 17,421	\$ 18,935	\$ 36,450	
Other Sources	-	4,587,921	80,125	13,150	66,974	31,389	
Transfers Out	(1,258,464)	(1,260,231)	(1,260,231)	(1,260,231)	(5,340,190)	(5,621,410)	
Other Uses	<u>(9,335)</u>	<u>-</u>	<u>(9,335)</u>	<u>-</u>	<u>-</u>	<u>-</u>	
Net Financing Sources (Uses)	<u>\$ 561,818</u>	<u>\$ 3,352,526</u>	<u>(\$ 1,170,506)</u>	<u>(\$ 1,229,660)</u>	<u>(\$ 5,254,281)</u>	<u>(\$ 5,553,571)</u>	
NET CHANGE IN FUND	\$ 2,361,495	\$ 2,603,051	(\$ 2,928,142)	\$ 2,494,861	(\$ 3,041,791)	\$ 3,527,050	
BALANCES							
Fund Balance – Beginning	<u>26,938,558</u>	<u>37,026,813</u>	<u>39,629,864</u>	<u>39,629,864</u>	<u>42,124,725</u>	<u>42,124,725</u>	
Fund Balance - Ending	\$ 29,300,053	\$ 39,629,864	\$ 36,701,722	\$ 42,124,725	\$ 39,082,934	\$ 45,651,775	

⁽¹⁾ On behalf payments are not included in the revenues and expenditures in this schedule. In addition, due to the consolidation of Fund 17, Special Reserve Non-Capital Fund for reporting purposes into the General Fund, additional revenues and expenditures pertaining to Fund 17 are included in the Actual revenues and expenditures, however, are not included in the original and final General Fund budgets.

⁽²⁾ Unaudited.

Source: Madera Unified School District audited financial statements 2007-08 through 2010-11. Board Approved Revised Budget for fiscal year 2011-12.

Table 13 below sets forth the District's audited general fund balance sheet for fiscal years 2010-11 through 2013-14.

TABLE 13
MADERA UNIFIED SCHOOL DISTRICT
Summary of Total Governmental Funds Balance Sheet
Fiscal Years 2010-11 through 2013-14

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u> ⁽²⁾
ASSETS				
Deposits and investments	\$19,615,239	\$ 9,764,986	\$26,835,503	\$34,175,460
Receivables	32,103,463	39,312,343	27,990,363	27,227,026
Due from other funds	158,742	221,586	311,446	135,957
Prepaid expenditures	16,488	2,677	25,247	14,351
Stores inventories	<u>494,233</u>	<u>495,206</u>	<u>668,932</u>	<u>597,859</u>
Total Assets	\$52,388,165	\$49,796,798	\$55,831,491	\$62,150,653
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$11,182,941	\$ 9,508,642	\$10,269,078	\$15,898,880
Due to other funds ⁽¹⁾	677	3,102	360	12,646
Current Loans	3,240,000	-	3,390,000	-
Deferred revenue	<u>937,734</u>	<u>655,190</u>	<u>47,328</u>	<u>587,352</u>
Total Liabilities	\$15,361,352	\$10,166,934	\$13,706,766	\$16,498,878
FUND BALANCES				
Nonspendable	\$ 538,721	\$ 525,881	\$ 722,179	\$ 640,210
Restricted ⁽²⁾	3,329,863	2,491,355	1,142,197	4,512,709
Committed ⁽²⁾	-	-	-	-
Assigned ⁽²⁾	4,169,748	4,690,718	7,845,573	6,979,548
Unassigned ⁽²⁾	<u>28,988,481</u>	<u>31,921,910</u>	<u>32,414,776</u>	<u>33,519,308</u>
Total Fund Balance	\$37,026,813	\$39,629,864	\$42,124,725	\$45,651,775
Total Liabilities and Fund Balances	\$52,388,165	\$49,796,798	\$55,831,491	\$62,150,653

⁽¹⁾ The California Education Code permits school districts to temporarily transfer moneys held in any fund or account to another fund or account of the district for payment of obligations. The transfer is accounted for as temporary borrowing between funds or accounts. Amounts transferred must be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of the fiscal year. The District has used and expects to use interfund borrowing each fiscal year for the foreseeable future to manage reductions in funding to education.

⁽²⁾ Unaudited.

Source: Madera Unified School District Audited Financial Statements for fiscal years 2010-11 through 2013-14.

Local Control Funding

Prior to the implementation of the Local Control Funding Formula in fiscal year 2013-14, under California Education Code Section 42238 and following, each school district was determined to have a target funding level: a "base revenue limit" per student multiplied by the district's student enrollment measured in units of average daily attendance. The base revenue limit was calculated from the district's prior-year funding level, as adjusted for a number of factors, such as inflation, special or increased instructional needs and costs, employee retirement costs, especially low enrollment, increased pupil transportation costs, etc. Generally, the amount of State funding allocated to each school district was the amount needed to reach that district's base revenue limit after taking into account certain other revenues, in particular, locally generated property taxes. This is referred to as State "equalization aid." To the extent local tax revenues increased due to growth in local property assessed valuation, the additional revenue was offset by a decline in the State's contribution; ultimately, a school district whose local property tax revenues exceeded its base revenue limit was entitled to receive no State equalization aid, and received only its special categorical aid, which is deemed to include the "basic aid" of \$120 per student per year guaranteed by Article IX, Section 6 of the Constitution. Such districts

were known as “basic aid districts.” School districts that received some equalization aid were commonly referred to as “revenue limit districts.” The District was a revenue limit district.

Beginning in fiscal year 2013-14, the LCFF replaced the revenue limit funding system and most categorical programs, and distributes combined resources to school districts through a base revenue limit funding grant (“Base Grant”) per unit of A.D.A. with additional supplemental funding allocated to local educational agencies based on their proportion of English language learners, students from low-income families and foster youth. The LCFF has an eight year implementation program to incrementally close the gap between actual funding and the target level of funding, as described below. The LCFF includes the following components:

- A Base Grant for each local education agency, equivalent to \$7,643 per unit of A.D.A. in fiscal year 2013-14. Such Base Grant per unit of A.D.A., adjusted by grade span variation and to be adjusted annually for cost-of-living, is as follows: \$6,845 for grades K-3, \$6,947 for grades 4-6, \$7,154 for grades 7-8 and \$8,289 for grades 9-12. This amount includes an adjustment of 10.4% to the Base Grant to support lowering class sizes in grades K-3, and an adjustment of 2.6% to reflect the cost of operating career technical education programs in grades 9-12.
- A 20% supplemental grant for the unduplicated number of English language learners, students from low-income families and foster youth to reflect increased costs associated with educating those students.
- An additional concentration grant of up to 22.5% of a local education agency’s Base Grant, based on the number of English language learners, students from low-income families and foster youth served by the local education agency that comprise more than 55% of enrollment.
- An Economic Recovery Target (the “ERT”) that is intended to ensure that almost every local education agency receives at least their pre-recession funding level (i.e., the fiscal year 2007-08 revenue limit per unit of A.D.A.), adjusted for inflation, at full implementation of the LCFF. Upon full implementation, local education agencies would receive the greater of the Base Grant or the ERT.

Of the projected \$25 billion in new funding to be invested through the LCFF over the next eight years, the vast majority of new funding will be provided for Base Grants. Specifically, of every dollar invested through the LCFF, 84 cents will go to Base Grants, 10 cents will go to supplemental grants and 6 cents will go to concentration grants.

Under the new formula, for “basic aid districts” (as described above), local property tax revenues would be used to offset up to the entire allocation under the new formula. However, “basic aid districts” would continue to receive the same level of State aid as allocated in fiscal year 2012-13.

All school districts, county offices of education and charter schools are required to develop and adopt local control and accountability plans, which will identify local goals in areas that are priorities for the State, including pupil achievement, parent engagement and school climate. Such local control and accountability plans are to be developed in accordance with a template to be provided by the State Board of Education. County superintendents will review and provide support to the school districts under their jurisdiction, while the Superintendent of Public Instruction will perform a corresponding role for county offices of education. The 2013-14 State Budget created the California Collaborate for Education Excellence (the “Collaborative”) to advise and assist local education agencies in achieving the goals identified in their plans. For local education agencies that continue to struggle in meeting their goals, and when the Collaborative indicates that additional intervention is needed, the Superintendent of Public Instruction would have authority to make changes to a local education agency’s plan.

Attendance and Base Revenue Limit. The following table sets forth the District’s actual A.D.A., enrollment and base revenue limit per unit of A.D.A. for fiscal years 2010-11 through 2012-13 for grades

kindergarten through grade eight. The A.D.A. and enrollment numbers include special education and Fremont School attendance in the table below.

TABLE 14
MADERA UNIFIED SCHOOL DISTRICT
(County of Madera, California)
Average Daily Attendance, Enrollment and Base Revenue Limit
Fiscal Years 2010-11 through 2012-13

<u>Fiscal Year</u>	<u>Average Daily Attendance</u>	<u>Base Revenue Limit</u>	<u>Deficit Base Revenue Limit Per Student Per Year</u>
2011	\$17,977	\$6,364.57	\$5,221.30
2012	18,271	6,437.68	5,150.14
2013	18,388		

Source: Madera Unified School District.

Attendance and LCFF. The following table sets forth the District’s actual and budgeted A.D.A., enrollment (including percentage of students who are English language learners, from low-income families and/or foster youth (collectively, “EL/LI Students”)), and targeted Base Grant per unit of A.D.A. for fiscal years 2013-14 and 2014-15, respectively.

TABLE 15
MADERA UNIFIED SCHOOL DISTRICT
(County of Madera, California)
Average Daily Attendance, Enrollment and Targeted Base Grant
Fiscal Years 2013-14 through 2014-15

<u>Fiscal Year</u>		<u>K-3</u>	<u>4-6</u>	<u>7-8</u>	<u>Total A.D.A.</u>	<u>Total Enrollment</u>	<u>Unduplicated Percent of EL/LI Students</u>
2013-14	A.D.A.						
	Targeted Base Grant						
2014-15	A.D.A.						
	Targeted Base Grant						

Source: Madera Unified School District.

The District received approximately \$_____ million (unaudited) in aggregate revenues allocated under the LCFF in fiscal year 2013-14, and has budgeted to receive approximately \$_____ million in aggregate revenues under the LCFF in fiscal year 2014-15 (or approximately _____% of its general fund revenues in fiscal year 2014-15). Such amount includes the supplemental grants and concentration grants budgeted to be \$_____ million and \$_____ million, respectively, in fiscal year 2014-15.

Local Sources of Education Funding

The principal component of local revenues is a school district’s property tax revenues, i.e., each district’s share of the local 1% property tax, received pursuant to Sections 75 and following and Sections 95 and following of the California Revenue and Taxation Code. California Education Code Section 42238(h) itemizes the local revenues that are counted towards the amount allocated under the LCFF (and formerly, the base revenue limit) before calculating how much the State must provide in State aid. The more local property taxes a district receives, the less State aid it is entitled to. Prior to the implementation of the LCFF, a school district whose local property tax revenues exceeded its base revenue limit was entitled to receive no State aid, and

received only its special categorical aid which is deemed to include the “basic aid” of \$120 per student per year guaranteed by Article IX, Section 6 of the Constitution. Such districts were known as “basic aid districts.” School districts that received some State aid were commonly referred to as “revenue limit districts.” The District was a revenue limit district.

Under the LCFF, local property tax revenues are used to offset up to the entire State aid collection under the new formula; however, “basic aid districts” would continue to receive the same level of State aid as allotted in fiscal year 2012-13. See “*Allocation of State Funding to School Districts: Local Control Funding Formula*” herein for more information about the LCFF.

Local property tax revenues account for approximately ____% of the District’s aggregate revenues allocated under the LCFF, and are budgeted to be \$_____ million, or ____% of total general fund revenues in fiscal year 2014-15.

For a discussion of legal limitations on the ability of the District to raise revenues through local property taxes, see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS” below.

Other District Revenues

Federal Revenues. The federal government provides funding for several District programs, including special education programs. Federal revenues, most of which are restricted, comprise approximately ____% (or approximately \$_____ million) of the District’s general fund budgeted revenues for fiscal year 2014-15.

Other State Revenues. In addition to State apportionments for Proposition 98 funding through the Local Control Funding Formula, the District receives other State revenues which comprise approximately ____% (or approximately \$_____ million) of the District’s general fund budgeted revenues for fiscal year 2014-15. A significant portion of such other State revenues are amounts the District expects to receive from State lottery funds, some of which may not be used for non-instructional purposes, such as the acquisition of real property, the construction of facilities, or the financing of research. School districts receive lottery funds proportional to their total A.D.A. The District’s State lottery revenue is budgeted at \$_____ for fiscal year 2014-15.

Other Local Revenues. In addition to ad valorem property taxes, the District receives additional local revenues which comprise approximately ____% (or approximately \$_____ million) of the District’s general fund budgeted revenues for fiscal year 2014-15.

Developer Fees

The District maintains a capital project fund, separate and apart from the general fund, to account for developer fees collected by the District. The District’s developer fees may be utilized for any capital purpose related to growth.

Collection of such fees followed a formal declaration by the Board of Education which addressed the overcrowding of District schools as a result of new development. These fees are collected pursuant to certain provisions of the Education Code of the State. The square-foot amounts are periodically adjusted for inflation and the current Level I (for residential additions) developer fee is \$2.97 per square foot of habitable space on domestic housing developments. The current Level II (new residential dwelling or second unit) developer fee is \$3.88. The current developer fee on commercial and industrial developments is \$.54 per square foot. As of June 30, 2014, a balance of \$_____ existed in the District’s Capital Facilities Fund.

Table 14 below sets forth the collected developer fees for fiscal years 2008-09 through 2013-14.

TABLE 16
MADERA UNIFIED SCHOOL DISTRICT
Developer Fee Collections
Fiscal Years 2008-09 through 2013-14

<u>Fiscal Year</u>	<u>Developer Fees Collected</u>
2008-09	865,201.78
2009-10	605,678.15
2010-11	781,808.07
2011-12	1,597,532.04
2012-13	1,068,655.99
2013-14	1,853,610.99

Source: Madera Unified School District.

State Budget Measures

The following information concerning the State's budgets has been obtained from publicly available information which the District believes to be reliable; however, the District does not guarantee the accuracy or completeness of this information and has not independently verified such information. Furthermore, it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the General Fund of the District. The Bonds are payable solely from the proceeds of an ad valorem tax required to be levied by the County in an amount sufficient for the payment thereof.

Local Control Funding Formula. The State budget for fiscal year 2013-14 contained a new formula for funding the school finance system (the "Local Control Funding Formula" or "LCFF"). The LCFF replaced the revenue limit funding system and most categorical programs. See "– Allocation of State Funding to School Districts; Local Control Funding Formula" herein for more information.

2014-15 State Budget. The Governor signed the fiscal year 2014-15 State budget (the "2014-15 State Budget") on June 20, 2014. The 2014-15 State Budget represents a multiyear plan that is balanced and that continues to focus on paying down budgetary debt from prior years, setting aside reserves and implementing a funding plan for the State Teachers' Retirement System ("CalSTRS"). The 2014-15 State Budget provides for \$109.4 billion in revenues and transfers for fiscal year 2014-15 (which amount includes a \$3.9 billion prior year general fund balance from fiscal year 2013-14), \$108.0 billion in expenditures and a balance of \$450 million in the general fund traditional reserve and \$1.6 billion in a rainy day fund (the "Rainy Day Fund"). Revenues and expenditures for fiscal year 2013-14, as revised under the 2014-15 State Budget, were \$104.6 billion (which amount includes a \$2.4 billion prior year general fund balance from fiscal year 2012-13) and \$100.7 billion, respectively.

The 2014-15 State Budget projects that budgetary debt, which was approximately \$35 billion at the end of fiscal year 2010-11 and \$26 billion at the end of fiscal year 2013-14, will be eliminated by the end of fiscal year 2017-18. For fiscal year 2014-15, specifically, the 2014-15 State Budget dedicates to paying down more than \$10 billion of budgetary debt, including approximately \$5 billion to pay down the deferral of payments to schools.

As it relates to K-12 education, the 2014-15 State Budget provides total funding of \$76.6 billion (\$45.3 billion general fund and \$31.3 billion other funds). The 2014-15 State Budget provides Proposition 98 funding for all K-14 education of \$60.9 billion for fiscal year 2014-15. Such amount, when combined with an aggregate increase of \$4.4 billion from fiscal years 2012-13 and 2013-14 provided for in the 2014-15 State Budget, results in an increase of \$10 billion in funding for K-14 education. The 2014-15 State Budget notes that Proposition 98

funding for K-12 education has grown by more than \$12 billion from fiscal year 2011-12 to fiscal year 2014-15, representing an increase of more than \$1,900 per student.

Certain budget adjustments for K-12 programs include the following:

- Local Control Funding Formula. An increase of \$4.75 billion in Proposition 98 general funds to continue the State's transition to the Local Control Funding Formula. This formula commits most new funding to districts serving English language learners, students from low-income families, and youth in foster care. This increase will close the remaining funding implementation gap by more than 29%. Additionally, the 2014-15 State Budget addresses an administrative problem related to the collection of income eligibility forms that are used to determine student eligibility for free or reduced-price meals.
- K-12 Deferrals. The 2014-15 State Budget repays nearly \$4.7 billion in Proposition 98 general funds for K-12 expenses that had been deferred from one year to the next during the economic downturn, leaving an outstanding balance of less than \$900 million in K-12 deferrals. Further, the 2014-15 State Budget includes a trigger mechanism that will appropriate any additional funding resources attributable to the 2013-14 and 2014-15 fiscal years subsequent to the enactment of the 2014-15 State Budget for the purpose of retiring this remaining deferral balance.
- Independent Study. The 2014-15 State Budget streamlines the existing independent study program, reducing administrative burdens and freeing up time for teachers to spend on student instruction and support, while making it easier for schools to offer and expand instructional opportunities available to students through non-classroom based instruction.
- K-12 Mandates. An increase of \$400.5 million in one-time Proposition 98 general funds to reimburse K-12 local educational agencies for the costs of State-mandated programs. These funds will make a significant down payment on outstanding mandate debt, while providing school districts, county offices of education and charter schools with discretionary resources to support critical investments such as Common Core implementation.
- K-12 High-Speed Internet Access. An increase of \$26.7 million in one-time Proposition 98 general funds for the K-12 High Speed Network to provide technical assistance and grants to local educational agencies to address the technology requirements necessary for successful Common Core implementation. Based on an assessment by the K-12 High Speed Network, these funds will be targeted to those local educational agencies most in need of help with securing required internet connectivity and infrastructure to implement the new computer adaptive tests under Common Core.
- Career Technical Education Pathways Program. An increase of \$250 million in one-time Proposition 98 general funds to support a second cohort of competitive grants for participating K-14 local educational agencies. Established in the State Budget Act for fiscal year 2012-13, the Career Pathways Trust Program provides grant awards to improve career technical programs and linkages between employers, schools, and community colleges.

Rainy Day Fund. The 2014-15 State Budget proposes certain constitutional amendments to the Rainy Day Fund that will be on the November 2014 ballot. If approved by the voters, the constitutional amendments would (i) require deposits into the Rainy Day Fund whenever capital gains revenues rise to more than 8% of general fund tax revenues (and the 2014-15 State Budget notes that capital gains revenues are expected to account for approximately 9.8% of general fund revenues in fiscal year 2014-15); (ii) set the maximize size of the Rainy Day Fund at 10% of general fund revenues; (iii) for the next 15 years, require half of each year's deposit to be used for supplemental payments to pay down the budgetary debts or other long-term liabilities and, thereafter, require at least half of each year's deposit to be saved and the remainder use for supplemental debt payments or savings; (iv) allow the withdrawal of funds only for a disaster or if spending remains at or below

the highest level of spending from the past three years; (v) require the State to provide a multiyear budget forecast; and (vi) create a Proposition 98 reserve (the Public School System Stabilization Account) to set aside funds in good years to minimize future cuts and smooth school spending. The State may deposit amounts into such account only after it has paid all amounts owing to school districts relating to the Proposition 98 maintenance factor for fiscal years prior to fiscal year 2014-15. The State, in addition, may not transfer funds to the Public School System Stabilization Account unless the State is in a Test 1 year under Proposition 98 or in any year in which a maintenance factor is created.

SB 858. As part of the 2014-15 State Budget, the Governor signed Senate Bill 858 (“SB 858”) which includes provisions which could limit the amount of reserves that may be maintained by a school district in certain circumstances. Such provisions, however, would only become effective upon the State voters approval of the constitutional amendments relating to the Rainy Day Fund described above. Under SB 858, in any fiscal year immediately following a fiscal year in which the State has made a transfer into the Public School System Stabilization Account, any adopted or revised budget by a school district would need to contain a combined unassigned and assigned ending fund balance that (a) for school districts with an Average Daily Attendance (“A.D.A.”) of less than 400,000, is not more than two times the amount of the reserve for economic uncertainties mandated by the Education Code, or (b) for school districts with an A.D.A. that is more than 400,000, is not more than three times the amount of the reserve for economic uncertainties mandated by the Education Code. In certain cases, the county superintendent of schools may grant a school district a waiver from this limitation on reserves for up to two consecutive years within a three-year period if there are certain extraordinary fiscal circumstances.

The District, which has an A.D.A. of less than 400,000, is required to maintain a reserve for economic uncertainty in an amount equal to 3% of its general fund expenditures and other financing uses. The District’s original adopted budget for fiscal year 2014-15 projected total expenditures and other financing uses of approximately \$_____ million, 3% of which is approximately \$_____ million. The estimated maximum amount permitted under SB 858 in fiscal year 2014-15, if SB 848 were in effect for such fiscal year, would be approximately \$_____ million. The District’s original adopted budget for fiscal year 2014-15 projected a combined assigned and unassigned ending fund balance of approximately \$_____ million, which is approximately \$_____ million more than the maximum what would be permitted under SB 858 if SB 858 were in effect.

The District cannot provide any assurances that the constitutional amendments related to the Rainy Day Fund will be approved by the State voters. The District does not expect SB 858, if approved and operative, to adversely affect its ability to pay the principal of and interest on the Series 2014 Bonds as and when due.

AB 1469. As part of the 2014-15 State Budget, the Governor signed Assembly Bill 1469 (“AB 1469”) which implements a new funding strategy for CalSTRS, increasing the employer contribution rate in fiscal year 2014-15 from 8.25% to 8.88% of covered payroll. See “– Retirement Benefits – CalSTRS” herein for more information about CalSTRS and AB 1469.

The complete 2014-15 State Budget is available from the California Department of Finance website at www.dof.ca.gov. The District can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness or timeliness of information posted therein, and such information is not incorporated herein by such reference.

Prohibitions on Diverting Local Revenues for State Purposes. Beginning in 1992-93, the State satisfied a portion of its Proposition 98 obligations by shifting part of the property tax revenues otherwise belonging to cities, counties, special districts, and redevelopment agencies, to school and community college districts through a local Educational Revenue Augmentation Fund (ERAF) in each county. Local agencies, objecting to invasions of their local revenues by the State, sponsored a statewide ballot initiative intended to eliminate the practice. In response, the State Legislature proposed an amendment to the State Constitution, which the State’s voters approved as Proposition 1A at the November 2004 election. That measure was generally superseded by the passage of a new initiative constitutional amendment at the November 2010 election, known as “Proposition 22.”

The effect of Proposition 22 is to prohibit the State, even during a period of severe fiscal hardship, from delaying the distribution of tax revenues for transportation, redevelopment, or local government projects and services. It prevents the State from redirecting redevelopment agency property tax increment to any other local government, including school districts, or from temporarily shifting property taxes from cities, counties and special districts to schools, as in the ERAF program. This is intended to, among other things, stabilize local government revenue sources by restricting the State's control over local property taxes. One effect of this amendment will be to deprive the State of fuel tax revenues to pay debt service on most State bonds for transportation projects, reducing the amount of State general fund resources available for other purposes, including education.

Prior to the passage of Proposition 22, the State invoked Proposition 1A to divert \$1.935 billion in local property tax revenues in 2009-10 from cities, counties, and special districts to the State to offset State general fund spending for education and other programs, and included another diversion in the adopted 2009-10 State budget of \$1.7 billion in local property tax revenues from local redevelopment agencies, which local redevelopment agencies have now been dissolved (see “– Dissolution of Redevelopment Agencies” below). Redevelopment agencies had sued the State over this latter diversion. However, the lawsuit was decided against the California Redevelopment Association on May 1, 2010. Because Proposition 22 reduces the State's authority to use or shift certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget in some years—such as reducing State spending or increasing State taxes, and school and community college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State's general fund.

Dissolution of Redevelopment Agencies. The adopted State budget for fiscal 2011-12, as signed by the Governor of the State on June 30, 2011, included as trailer bills Assembly Bill No. 26 (First Extraordinary Session) (“AB1X 26”) and Assembly Bill No. 27 (First Extraordinary Session) (“AB1X 27”), which the Governor signed on June 29, 2011. AB1X 26 suspended most redevelopment agency activities and prohibited redevelopment agencies from incurring indebtedness, making loans or grants, or entering into contracts after June 29, 2011. AB1X 26 dissolved all redevelopment agencies in existence and designated “successor agencies” and “oversight boards” to satisfy “enforceable obligations” of the former redevelopment agencies and administer dissolution and wind down of the former redevelopment agencies. Certain provisions of AB1X 26 are described further below.

In July of 2011, various parties filed an action before the Supreme Court of the State of California (the “Court”) challenging the validity of AB1X 26 and AB1X 27 on various grounds (California Redevelopment Association v. Matosantos). On December 29, 2011, the Court rendered its decision in Matosantos upholding virtually all of AB1X 26 and invalidating AB1X 27. In its decision, the Court also modified various deadlines for the implementation of AB1X 26. The deadlines for implementation of AB1X 26 below take into account the modifications made by the Court in Matosantos.

On February 1, 2012, and pursuant to Matosantos, AB1X 26 dissolved all redevelopment agencies in existence and designated “successor agencies” and “oversight boards” to satisfy “enforceable obligations” of the former redevelopment agencies and administer dissolution and wind down of the former redevelopment agencies. With limited exceptions, all assets, properties, contracts, leases, records, buildings and equipment, including cash and cash equivalents of a former redevelopment agency will be transferred to the control of its successor agency and, unless otherwise required pursuant to the terms of an enforceable obligation, distributed to various related taxing agencies pursuant to AB1X 26.

AB1X 26 requires redevelopment agencies to continue to make scheduled payments on and perform obligations required under its “enforceable obligations.” For this purpose, AB1X 26 defines “enforceable obligations” to include “bonds, including the required debt service, reserve set-asides, and any other payments required under the indenture or similar documents governing the issuance of outstanding bonds of the former redevelopment agency” and “any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy.” AB1X 26 specifies that only payments included on an “enforceable obligation payment schedule” adopted by a redevelopment agency shall be made by a redevelopment agency until its dissolution. However, until a successor agency adopts a “recognized obligation

payment schedule” the only payments permitted to be made are payments on enforceable obligations included on an enforceable obligation payment schedule. A successor agency may amend the enforceable obligation payment schedule at any public meeting, subject to the approval of its oversight board.

Under AB1X 26, commencing February 1, 2012, property taxes that would have been allocated to each redevelopment agency if the agencies had not been dissolved will instead be deposited in a “redevelopment property tax trust fund” created for each former redevelopment agency by the related county auditor-controller and held and administered by the related county auditor-controller as provided in AB1X 26. AB1X 26 generally requires each county auditor-controller, on May 16, 2012 and June 1, 2012 and each January 16 and June 1 (now each January 2 and June 1 pursuant to AB 1484, as described below) thereafter, to apply amounts in a related redevelopment property tax trust fund, after deduction of the county auditor-controller’s administrative costs, in the following order of priority:

- To pay pass-through payments to affected taxing entities in the amounts that would have been owed had the former redevelopment agency not been dissolved; provided, however, that if a successor agency determines that insufficient funds will be available to make payments on the recognized obligation payment schedule and the county auditor-controller and State Controller verify such determination, pass-through payments that had previously been subordinated to debt service may be reduced;
- To the former redevelopment agency’s successor agency for payments listed on the successor agency’s recognized obligation payment schedule for the ensuing six-month period;
- To the former redevelopment agency’s successor agency for payment of administrative costs; and
- Any remaining balance to school entities and local taxing agencies.

It is possible that there will be additional legislation proposed and/or enacted to “clean up” various inconsistencies contained in AB1X 26 and there may be additional legislation proposed and/or enacted in the future affecting the current scheme of dissolution and winding up of redevelopment agencies currently contemplated by AB1X 26. For example, AB 1484 was signed by the Governor on June 27, 2012, to clarify and amend certain aspects of AB1X 26. AB 1484, among other things, attempts to clarify the role and requirements of successor agencies, provides successor agencies with more control over agency bond proceeds and properties previously owned by redevelopment agencies and adds other new and modified requirements and deadlines. AB 1484 also provides for a “tax claw back” provision, wherein the State is authorized to withhold sales and use tax revenue allocations to local successor agencies to offset payment of property taxes owed and not paid by such local successor agencies to other local taxing agencies. This “tax claw back” provision has been challenged in court by certain cities and successor agencies. The District cannot predict the outcome of such litigation and what effect, if any, it will have on the District. Additionally, no assurances can be given as to the effect of any such future proposed and/or enacted legislation on the District.

Future Budgets and Budgetary Actions. The District cannot predict what actions will be taken in the future by the State Legislature and the Governor to address any changing State revenues and expenditures or the impact such actions will have on State revenues available in the current or future years for K-12 education. The State budget will be affected by national and State economic conditions and other factors over which the District cannot predict and will have no control. Certain actions could result in a significant shortfall of revenue and cash, and could impair the State’s ability to fund schools in future fiscal years. Certain factors, like an economic recession, could result in State budget shortfalls in any fiscal year and could have a material adverse financial impact on the District.

DISTRICT DEBT STRUCTURE

Long-Term Debt

As of June 30, 2014, the District had \$102,146,560 of long-term debt outstanding. The District's general obligation debt, including the Bonds, the District's Series 2005 Bonds, the District's Series 2006 Bonds, and the District's Series 2007 Bonds, the Series 2012 Bonds (defined below) is payable from *ad valorem* taxes levied on the parcels within the District, and not from general revenues of the District. On March 15, 2014, the District issued Refunding Certificates of Participation (the "2014 Certificates") in the aggregate principal amount of \$16,745,000 pursuant to a lease agreement with the Madera Unified School District Financing Corporation. The District leases equipment, portable class rooms, and school buses pursuant to capital leases.

A schedule of changes in long-term debt for the fiscal year ended June 30, 2014 is set forth in Table 17 below.

TABLE 17
MADERA UNIFIED SCHOOL DISTRICT
Schedule of Changes in Long-Term Debt as June 30, 2014⁽¹⁾

	<u>Balance</u> <u>July 1, 2013</u>	<u>Additions</u>	<u>Deductions</u>	<u>Balance</u> <u>June 30, 2014</u>	<u>Due in</u> <u>One Year</u>
General Obligation Bonds-2005					
Current Interest Bonds	\$ 7,295,000	\$ -	\$ 1,180,000	\$ 6,115,000	\$1,310,000
Capital Appreciation Bonds	20,117,516	975,260	-	21,092,776	-
General Obligation Bonds-2006					
Current Interest Bonds	1,275,000	-	170,000	1,105,000	185,000
Capital Appreciation Bonds	2,678,064	131,084	-	2,809,148	-
General Obligation Bonds-2007					
Current Interest Bonds	15,980,000	-	800,000	15,180,000	895,000
Capital Appreciation Bonds	12,400,723	480,047	-	12,880,770	-
Premium	827,763	-	43,566	784,197	43,566
2012 Refunding General Obligation Bonds	12,790,000	-	315,000	12,475,000	335,000
Premium	526,555	-	37,611	488,944	37,611
Certificates of Participation-2004	16,235,000	-	16,235,000	-	-
Certificates of Participation-2014	-	16,745,000	-	16,745,000	870,000
State Preschool Revolving Loan	153,675	-	33,735	119,940	33,735
Compensated Absences-Net	875,218	-	449,249	425,969	-
Early Retirement Programs	1,743,455	89,218	1,138,519	694,154	452,059
Capital Leases	5,731,223	-	590,823	5,140,400	616,967
Other Postemployment Benefits	3,517,368	2,862,578	2,635,087	3,744,859	-
Total	\$102,146,560	\$21,283,187	\$23,628,590	\$99,801,157	\$4,778,938

⁽¹⁾ Unaudited.

Source: Madera Unified School District.

Repayment schedules for certain of the debts/obligations are contained in APPENDIX B — "DISTRICT'S AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2014."

General Obligation Bonds

The 2002 Authorization pursuant to the Election of 2002 Bonds approved at an election held on November 5, 2002, by an affirmative vote of 63.5% of the votes cast by eligible voters within the District (the "2002 Authorization") to issue not to exceed \$46,000,000 of general obligation bonds. The election was conducted pursuant to California State Proposition 39 of November 2000 (and applicable statutes), which amended Article XIII A of the California Constitution to permit the approval of general obligation bonds of a school district by 55% or more of the votes cast on the measure, subject to certain accountability features (see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution" herein). The Election of 2002 Bonds consist of \$_____ aggregate principal amount of the Series 2003 Bonds, \$25,999,103.50 aggregate principal amount of General Obligation Bonds, Election of 2002, Series 2005 Bonds (the "Series 2005 Bonds")

and \$3,800,058.80 of General Obligation Bonds, Election of 2002, Series 2006 Bonds (the “Series 2006 Bonds”). The Series 2006 Bonds represented the final series of bonds within the 2002 Authorization. After the sale of the Series 2006 Bonds, there was no principal remaining from the 2002 Authorization for the issuance of additional bonds to fund new money projects. On March 15, 2012, the District refunded a portion of outstanding 2003 Bonds with its \$12,925,000 General Obligation Bonds, Series 2012 (the “Series 2012 Bonds”).

The District received authorization at an election held on November 7, 2006, by an affirmative vote of 60.6% of the votes cast by eligible voters within the District (the “2006 Authorization”) to issue not to exceed \$32,500,000 of general obligation bonds. The election was conducted pursuant to California State Proposition 39 of November 2000 (and applicable statutes), which amended Article XIII A of the California Constitution to permit the approval of general obligation bonds of a school district by 55% or more of the votes cast on the measure, subject to certain accountability features (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution” herein). The Series 2007 Bonds represented the first series of bonds within the 2006 Authorization. There is \$4,501,461.05 principal amount remaining in the 2006 Authorization for the issuance of additional bonds to fund new money projects. The District may determine in the future to refund any series of the Election of 2002 Bonds or the Election of 2006 Bonds in accordance with the provisions of the California Government Code.

The following table shows combined debt service with respect to the Series 2003 Bonds, Series 2005 Bonds, Series 2006 Bonds, Series 2007 Bonds, Series 2012 Bonds and the Bonds, assuming no optional redemption:

TABLE 18
MADERA UNIFIED SCHOOL DISTRICT
General Obligation Bonds
Outstanding Aggregate Debt Service

Year Ending August 1,	Series 2005 Bonds	Series 2006 Bonds	Series 2007 Bonds	Series 2012 Bonds	Series 2014 Bonds*	Total Annual Debt Service
2015	\$1,690,250.00	\$ 235,810.00	\$ 1,699,787.50	\$ 857,768.76		\$ 4,483,616.26
2016	1,767,750.00	247,810.00	1,774,587.50	894,668.76		4,684,816.26
2017	1,842,750.00	259,010.00	1,853,587.50	936,668.76		4,892,016.26
2018	1,925,000.00	270,010.00	1,935,250.00	981,268.76		5,111,528.76
2019	2,015,000.00	280,000.00	2,020,750.00	1,023,268.76		5,339,018.76
2020	2,100,000.00	295,000.00	2,108,500.00	1,072,668.76		5,576,168.76
2021	2,200,000.00	305,000.00	2,203,000.00	1,120,068.76		5,828,068.76
2022	2,300,000.00	325,000.00	2,298,500.00	1,166,368.76		6,089,868.76
2023	2,400,000.00	335,000.00	2,404,500.00	1,220,568.76		6,360,068.76
2024	2,510,000.00	350,000.00	2,510,000.00	1,277,968.76		6,647,968.76
2025	2,625,000.00	365,000.00	2,620,000.00	1,331,218.76		6,941,218.76
2026	2,740,000.00	385,000.00	2,735,000.00	1,390,618.76		7,250,618.76
2027	2,865,000.00	405,000.00	2,855,000.00	1,452,043.76		7,577,043.76
2028	2,995,000.00	425,000.00	2,985,000.00	1,518,106.26		7,923,106.26
2029	4,650,000.00	675,000.00	3,115,000.00	-		8,440,000.00
2030	4,805,000.00	760,000.00	3,255,000.00	-		8,820,000.00
2031	-	-	3,475,000.00	-		-
Totals	\$46,069,000.00	\$6,571,870.00	\$46,527,225.00	\$18,159,881.97		\$117,526,876.97

Source: The Underwriter.

Capitalized Leases

The District leases certain portable classrooms and office equipment under capitalized lease agreements. As of June 30, 2014, the principal balance of the leases was \$5,140,000 with annual lease payments of \$800,776, with a final payment date in 2027.

* Preliminary, subject to change.

Certificates of Participation

In January of 2014, the District issued its \$16,745 Refunding Certificates of Participation (2014 School Facilities Project) (the “2014 Certificates”) pursuant to a Lease Agreement with the Madera Unified School District Financing Corporation. The 2014 Certificates were privately placed. The 2014 Certificates have a final maturity in 2033. Annual lease payments are approximately \$1,200,000 annually. The proceeds of the 2014 Certificates were used to refinance certificates of the District issued in 2004.

State Preschool Revolving Loan

The District entered into four agreements with the California Department of Education for non-interest loans for child care facilities at the Madison Elementary School, the George Washington Elementary School, the Cesar Chavez Elementary School and the Pershing Elementary School sites. The District is required to make annual loan payments in the amount of \$33,735 on January 1 for the next three years and a payment of \$18,735 in 2018.

Tax and Revenue Anticipation Notes

In _____, 2014, the District issued \$_____ of tax and revenue anticipation notes (“TRANS”) maturing March 1, 2015, to supplement general fund cash flow during fiscal year 2014-15.

Compensated Absences

The long-term portion of compensated absences for the District at June 30, 2014, amounted to \$425,969.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

The principal of and interest on the Bonds is payable from the proceeds of an *ad valorem* tax levied by the County for the payment thereof. See “THE BONDS” and “SECURITY FOR THE BONDS.” Articles XIII A, XIII B, XIII C and XIII D of the Constitution, Propositions 98 and 111, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the County to levy taxes on behalf of the District and the District to spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District’s voters in compliance with Article XIII A, Article XIII C, and all applicable laws.

Article XIII A of the California Constitution

Article XIII A (“Article XIII A”) of the State Constitution limits the amount of *ad valorem* taxes on real property to 1% of “full cash value” as determined by the county assessor. Article XIII A defines “full cash value” to mean “the county assessor’s valuation of real property as shown on the 1975-76 bill under “full cash value,” or thereafter, the appraised value of real property when purchased, newly constructed or a change in ownership has occurred after the 1975 assessment,” subject to exemptions in certain circumstances of property transfer or reconstruction. Determined in this manner, the full cash value is also referred to as the “base year value.” The full cash value is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIII A has been amended to allow for temporary reductions of assessed value in instances where the fair market value of real property falls below the adjusted base year value described above. Proposition 8 — approved by the voters in November of 1978 — provides for the enrollment of the lesser of the base year value or the market value of real property, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property, or other factors causing a similar decline. In these instances, the market value is required to be reviewed annually until the market value exceeds the base year value. Reductions in assessed value could result in a corresponding increase in the annual tax rate levied by the County to pay debt service on the Bonds. See “SECURITY FOR THE BONDS” and “TAX BASE FOR REPAYMENT OF BONDS — Assessed Valuations.”

Article XIII A requires a vote of two-thirds or more of the qualified electorate of a city, county, special district or other public agency to impose special taxes, while totally precluding the imposition of any additional *ad valorem*, sales or transaction tax on real property. Article XIII A exempts from the 1% tax limitation any taxes above that level required to pay debt service (a) on any indebtedness approved by the voters prior to July 1, 1978, or (b) as the result of an amendment approved by State voters on July 3, 1986, on any bonded indebtedness approved by two-thirds or more of the votes cast by the voters for the acquisition or improvement of real property on or after July 1, 1978, or (c) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% or more of the votes cast on the proposition, but only if certain accountability measures are included in the proposition. The tax for payment of the Bonds falls within the exception described in (c) of the immediately preceding sentence. In addition, Article XIII A requires the approval of two-thirds of all members of the State legislature to change any State taxes for the purpose of increasing tax revenues.

Legislation Implementing Article XIII A

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the relevant county and distributed

according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

Article XIII B of the California Constitution

Article XIII B (“Article XIII B”) of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. As amended, Article XIII B defines

(a) “change in the cost of living” with respect to school districts to mean the percentage change in California per capita income from the preceding year, and

(b) “change in population” with respect to a school district to mean the percentage change in the average daily attendance of the school district from the preceding fiscal year.

For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year pursuant to the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. “Proceeds of taxes” include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service such as the Bonds, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years.

Article XIII B also includes a requirement that fifty percent of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund pursuant to Section 8.5 of Article XVI of the State Constitution. See “Proposition 98” and “Proposition 111” below.

The District has an established appropriations limit for fiscal year 2011-12 of \$102,708,686.74. The District does not anticipate exceeding its appropriations limit.

Article XIII C and Article XIII D of the California Constitution

On November 5, 1996, the voters of the State approved Proposition 218, popularly known as the “Right to Vote on Taxes Act.” Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, “Article XIII C” and “Article XIII D”), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the “Title and Summary” of Proposition 218 prepared by the California Attorney General, Proposition 218 limits “the authority of local governments to impose taxes and property-related assessments, fees and charges.” Among other things, Article XIII C establishes that every tax is either a “general tax” (imposed for general governmental purposes) or a “special tax” (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. Article XIII D deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIII C or XIII D will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

The District does not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. It does, however, receive a portion of the basic one percent *ad valorem* property tax levied and collected by the County pursuant to Article XIII A of the California Constitution. The provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

Proposition 26

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIII C of the State Constitution to expand the definition of “tax” to include “any levy, charge, or exaction of any kind imposed by a local government” except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIII D. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the “Classroom Instructional Improvement and Accountability Act” (the “Accountability Act”). Certain provisions of the Accountability Act, have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State’s appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as “K-14 school districts”) at a level equal to the greater of (a) the same percentage of General Fund revenues as the percentage appropriated to such districts in 1986-87, or (b) the amount actually appropriated to such districts from the State general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period. The current level of guaranteed funding pursuant to Proposition 98 is 34.55% of the State general fund.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Since the Accountability Act is unclear in some details, there can be no assurances that the Legislature or a court might not interpret the Accountability Act to require a different percentage of State general fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State’s budgets in a different way than is proposed in the Governor’s Budget.

Proposition 111

On June 5, 1990, the voters of California approved the “Traffic Congestion Relief and Spending Limitation Act of 1990” (“Proposition 111”), which modified the State Constitution to alter the Article XIII B spending limit and the education funding provisions of Proposition 98. Proposition 111 took effect on July 1, 1990.

The most significant provisions of Proposition 111 are summarized as follows:

a. Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the “change in the cost of living” is now measured by the change in California per capita personal income. The definition of “change in population” specifies that a portion of the State’s spending limit is to be adjusted to reflect changes in school attendance.

b. Treatment of Excess Tax Revenues. “Excess” tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess is to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools’ minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts’ base expenditures for calculating their entitlement for State aid in the next year, and the State’s appropriations limit is not to be increased by this amount.

c. Exclusions from Spending Limit. Two new exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for “qualified capital outlay projects” as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the nine cents per gallon level, sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. The latter provisions were necessary to make effective the transportation funding package approved by the legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

d. Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

e. School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (the “first test”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to per capita personal income) and enrollment (the “second test”). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in per capita State general fund revenues from the prior year is less than the annual growth in California per capita personal income. Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and per capita State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as Proposition 39) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by at least 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, including the District, community college districts, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1 percent of the value of property. Property taxes may only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to buy or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement would apply only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by 55% of the voters voting on the measure. These provisions require that the tax rate per \$100,000 of taxable property value projected to be levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for a high school or elementary school district), or \$25 (for a community college district) when assessed valuation is projected to increase in accordance with Article XIII A

of the Constitution. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amends the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Beginning, in 2008-09, the State is authorized to shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's general fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the expected reduction in resources available for the State to spend on these other programs as a consequence of the passage of Proposition 22 will be approximately \$1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1 percent of the State's total general fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, will be an increase in the State's general fund costs by approximately \$1 billion annually for several decades.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C, Article XIII D, and Propositions 26, 98 and 111 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process and the State Legislature has in the past enacted legislation which has altered the spending limitations or established minimum funding provisions for particular activities. From time to time other initiative measures could be adopted by California voters or legislation enacted by the State Legislature, further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

CONTINUING DISCLOSURE

Pursuant to the Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), a form of which is attached to this Official Statement as Appendix D, the District has agreed to provide certain annual financial and operating data to the Electronic Municipal Market Access System ("EMMA") of the Municipal Securities Rulemaking Board (the "MSRB"), which can be found at www.emma.msrb.org, not later than the March 1 following the end of each fiscal year of the District. In addition, the District has agreed to report the occurrence of certain material events. Filings to be made under the Continuing Disclosure Agreement of the

District are to be made to EMMA. See APPENDIX D — “FORM OF CONTINUING DISCLOSURE AGREEMENT.”

These covenants in the Continuing Disclosure Agreement have been made in order to assist the Underwriter in complying with Rule 15c2-12 promulgated by the Securities and Exchange Commission. The Owners of the Bonds are third party beneficiaries of the Continuing Disclosure Agreement. A default under the Continuing Disclosure Agreement is not an event of default under the Resolution. In addition, no person or entity shall be entitled to recover any monetary damages under the Continuing Disclosure Agreement and the sole remedy is to bring an action against the District to compel performance with the terms of the agreement. [The District is in compliance with its disclosure obligations for the last five years.]

LEGAL MATTERS

Tax Exemption

In the opinion of Best Best & Krieger LLP, Riverside, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. Bond Counsel notes that interest on the Bonds is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. Bond Counsel further notes, however, that, with respect to corporations, such interest may be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum tax liability of corporations.

Bond Counsel’s opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds is based upon certain representations of fact and certifications made by the District, the Underwriter and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the issuance of the Bonds to assure that interest on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

Should the interest on the Bonds become includable in gross income for federal income tax purposes, the Bonds are not subject to early redemption as a result of such occurrence and will remain outstanding until maturity or until otherwise redeemed in accordance with the Indenture.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Bond Owners from realizing the full current benefit of the tax status of such interest. As one example, the Obama Administration announced a legislative proposal which, for tax years beginning on or after January 1, 2013, generally would limit the exclusion from gross income of interest on obligations like the Bonds to some extent for taxpayers who are individuals and whose income is subject to higher marginal income tax rates. Other proposals have been made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Bonds. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Bond Counsel’s opinion may be affected by action taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds. Bond Counsel has not undertaken to determine, or to inform any person, whether any such action or events are taken or do occur, or whether such actions or events may

adversely affect the value or tax treatment of a Bond, and Bond Counsel expresses no opinion with respect thereto.

The Internal Revenue Service (the “IRS”) has initiated an expanded program for auditing tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit (or by an audit of similar bonds).

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for federal income tax purposes provided the District continues to comply with certain requirements of the Code, the accrual or receipt of interest on the Bonds may otherwise affect the tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient’s particular tax status and other items of income or deductions. Bond Counsel expresses no opinion regarding any such consequences. Accordingly, all potential purchasers should consult their tax advisors before purchasing any of the Bonds.

A copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix A.

Legal Opinion

Best Best & Krieger LLP, Riverside, California, Bond Counsel, will render an opinion with respect to the validity of the Bonds. A copy of the proposed form of such approving opinion is attached hereto as APPENDIX A. Certain legal matters will be passed upon for the District by Best Best & Krieger LLP, Riverside, as District Counsel and as Disclosure Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, Kutak Rock LLP, Denver, Colorado.

Legality for Investment in California

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, are eligible for security for deposits of public moneys in the State.

No Litigation

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished by the District at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District’s ability to receive *ad valorem* taxes or to collect other revenues or contesting the District’s ability to issue and retire the Bonds.

MISCELLANEOUS

Ratings

The District has made application for bond insurance for the Bonds. Should the District select a bond insurer, it will release such information prior to offering the Bonds and the Official Statement, including the summary of legal documents included herein, will be revised to reflect the terms of the commitment to issue such policy. The District has obtained underlying ratings on the Bonds from Standard & Poor’s of “____.” Such ratings reflect only the views of such organizations and any desired explanation of the significance of the ratings should be obtained from: Standard & Poor’s Ratings Services, 55 Water Street, New York, New York 10041 and Fitch Ratings, One State Street Plaza, New York, New York 10004. Generally, rating agencies base their ratings on the information and materials furnished to them and on investigations, studies and assumptions of their own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of the rating

agencies, circumstances so warrant. Any such downward revision or withdrawal of the ratings may have an adverse effect on the market price of the Bonds.

Underwriting

The Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the “Underwriter”). The Underwriter has agreed to purchase the Bonds at an aggregate purchase price of \$_____ (consisting of the principal amount of the Bonds of \$_____, plus original issue premium in the amount of \$_____, less Underwriter’s discount in the amount of \$_____).

The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the public offering prices set forth on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriter.

Audited Financial Statements

The District’s audited financial statements for fiscal year 2013-14, included in this Official Statement have been audited by Vavrinek, Trine, Day & Company, LLP, a professional accountancy corporation, independent auditors, as stated in their report in this Official Statement. Attention is called to the scope limitation described in the auditor’s report accompanying the financial statements. Vavrinek, Trine, Day & Company, LLP has not undertaken to update the audited financial statements for fiscal year 2013-14 or its report, and no opinion is expressed by Vavrinek, Trine, Day & Company, LLP with respect to any event subsequent to its report dated _____, 2014. See APPENDIX B — “DISTRICT’S AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2014.”

Verification

Upon delivery of the Bonds, Causey Demgen & Moore P.C., certified public accountants, will deliver a report on the mathematical accuracy of certain computations based upon certain information and assertions provided to them by the Underwriter relating to the adequacy of the amounts in the Escrow Fund to pay the redemption price of and accrued interest on the Refunded Bonds on each respective redemption date.

Financial Interests

In connection with the issuance of the Bonds, the fees being paid to Best Best & Krieger LLP, as Bond Counsel, Best Best & Krieger LLP, as Disclosure Counsel, Isom Advisors, a division of Urban Futures, Inc., as Financial Advisors, The County of Madera Treasurer-Tax Collector as Registrar and Paying Agent, The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, and Kutak Rock LLP, as Underwriter’s counsel are contingent upon the issuance and delivery of the Bonds.

ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to purchasers of the Bonds. Quotations from and summaries and explanations of the Bonds and of the statutes and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents and statutes for full and complete statements of their provisions.

Any Bond owner may obtain copies of District audits and budgets, as available, from the District at 1902 Howard Road, Madera, California 93637. The District may impose a charge for copying, mailing and handling.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

The delivery of this Official Statement has been duly authorized by the District.

MADERA UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

APPENDIX A
FORM OF OPINION OF BOND COUNSEL

Upon delivery of the Bonds, Best Best & Krieger LLP, Riverside, California, Bond Counsel to the Madera Unified School District, proposes to render their final approving opinion with respect to the Bonds in substantially the following form:

[Date of Delivery]

Madera Unified School District
Board of Education
1902 Howard Road
Madera, California 93637

Re: \$_____ Madera Unified School District (Madera County, California) General
 Obligation Refunding Bonds, Series 2014

Ladies and Gentlemen:

We have examined a certified copy of the record of the proceedings relative to the issuance and sale of \$_____ Madera Unified School District General Obligation Refunding Bonds, Series 2014 (the “Bonds”). As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based on our examination, as bond counsel, of existing law, certified copies of such legal proceedings and such other proof as we deem necessary to render this opinion, we are of the opinion, as of the date hereof and under existing law, that:

1. Such proceedings and certifications demonstrate lawful authority for the issuance and sale of the Bonds pursuant to Article 9 (commencing with Section 53550) and Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, and a resolution of the Board of Education of the District (the “Resolution”).

2. The Bonds constitute valid and binding general obligations of the District, payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

3. Under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations; however, it should be noted that, with respect to corporations, such interest may be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum tax liability of corporations.

4. Interest on the Bonds is exempt from State of California personal income tax.

The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution permits certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. No opinion is expressed herein as to the effect on the exclusion from gross income of interest for federal income tax purposes with respect to any

Bond if any such action is taken or omitted based upon the advice of counsel other than ourselves. Other than as expressly stated herein, we express no opinion regarding tax consequences with respect to the Bonds.

The opinions expressed herein as to the exclusion from gross income of interest on the Bonds are based upon certain representations of fact and certifications made by the District and others and are subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds to assure that such interest will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted in the Resolution to comply with all such requirements.

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

APPENDIX B
DISTRICT'S AUDITED FINANCIAL STATEMENTS
FOR FISCAL YEAR ENDED JUNE 30, 2014

APPENDIX C

BOOK-ENTRY ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District and the Underwriter believe to be reliable, but neither the District nor the Underwriter takes any responsibility for the completeness or accuracy thereof. The following description under the heading "Procedures and Record Keeping" below with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, and interest on the Bonds to DTC Participants or Beneficial Owners (as such terms are defined below), confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

Procedures and Record Keeping

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has been rated by Standard & Poor's as AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the

actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as prepayments, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Paying Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Paying Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Paying Agent's DTC account.

Discontinuance of DTC Services

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered to DTC.

THE PAYING AGENT, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO

DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (the “Disclosure Agreement”) is executed and delivered by the Madera Unified School District (the “Issuer”), in connection with the issuance and delivery of its \$12,925,000 General Obligation Refunding Bonds, Series 2014 (the “Bonds”). The Bonds are being issued pursuant to a resolution of the Issuer adopted on October 28, 2014 (the “Resolution”). The Issuer covenants as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer for the benefit of the Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Disclosure Representative” shall mean the Superintendent of the Issuer, Associate Superintendent of Business and Operations of the Issuer or either of their designees, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has been filed with the Dissemination Agent a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“Participating Underwriter” shall mean Stifel, Nicolaus & Company, Incorporated, the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board, which can be found at <http://emma.msrb.org/>, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Tax-exempt” shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent upon written direction to, not later than March 1 after the end of the Issuer’s fiscal year, commencing with the report for the fiscal year ending June 30, 2014, provide to the Participating Underwriter and the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer

may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

The Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify the Repository and the Paying Agent and the Dissemination Agent of a change in the fiscal year dates. The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the Issuer and shall have no duty or obligation to review such Annual Report.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the Repository, the Issuer shall provide the Annual Report to the Dissemination Agent (if the Issuer is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent (if the Issuer is not the Dissemination Agent) shall contact the Issuer to determine if the Issuer is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repository by the date required in subsection (a), the Dissemination Agent shall send a notice to the Repository, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any; and

(ii) promptly after receipt of the Annual Report, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided. The Dissemination Agent's duties under this clause (ii) shall exist only if the Issuer provides the Annual Report to the Dissemination Agent for filing.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended. If the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements, if any, of the Issuer shall be audited by such auditor as shall then be required or permitted by State law. Audited financial statements shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide a notice of such modification to the Repository, including a reference to the specific federal or state law or regulation specifically describing the legal requirements for the change in accounting basis.

To the extent not included in the audited financial statement of the District, the Annual Report shall also include the following:

- The District's approved annual budget for the then-current fiscal year;
- Assessed value of taxable property in the District as shown on the most recent equalized assessment role;

- If the county no longer includes the tax levy for payment of the Bonds in its Teeter Plan, the property tax levies, collections, and delinquencies for the District for the most recently completed fiscal year; and
- Top ten property owners in the District for the then-current fiscal year, as measured by secured assessed valuation, the amount of their respective taxable value, and their percentage of total secured assessed value, if material.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not in excess of 10 business days after the occurrence of the event:

1. principal and interest payment delinquencies.
2. tender offers.
3. defeasances.
4. rating changes.
5. the issuance by the Internal Revenue Service of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS Form 5701-TEB).
6. unscheduled draws on the debt service reserves reflecting financial difficulties.
7. unscheduled draws on credit enhancement reflecting financial difficulties.
8. substitution of the credit or liquidity providers or their failure to perform.
9. bankruptcy, insolvency, receivership or similar event of the District. For the purposes of the event identified in this Section 5(a)(9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(b) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. non-payment related defaults.
2. modifications to rights of bondholders.
3. optional, contingent or unscheduled note calls.
4. unless described under Section 5(a)(5) above, adverse tax opinions, material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
5. release, substitution or sale of property securing repayment of the Bonds.

6. the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

7. Appointment of a successor or additional trustee or paying agent with respect to the Bonds or the change of name of such a trustee or paying agent.

(c) Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 5(b) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the District determines that knowledge of the occurrence of a Listed Event under Section 5(c) hereof would be material under applicable federal securities laws, the District shall (i) file a notice of such occurrence with the Repository in a timely manner not in excess of 10 business days after the occurrence of the event or (ii) provide notice of such reportable event to the Dissemination Agent in format suitable for filing with the Repository in a timely manner not in excess of 10 business days after the occurrence of the event. The Dissemination Agent shall have no duty to independently prepare or file any report of Listed Events. The Dissemination Agent may conclusively rely on the District's determination of materiality pursuant to Section 5(c).

SECTION 6. Termination of Reporting Obligation. The obligations of the Issuer under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The Dissemination Agent may resign by providing thirty days written notice to the Issuer. The Dissemination Agent shall not be responsible for the content of any report or notice prepared by the Issuer. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by the Issuer in a timely manner and in a form suitable for filing.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby, (2) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) there shall have been delivered to the Issuer an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the same effect as set forth in clause (2) above, (4) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners, and (5) the Issuer shall have delivered copies of such opinion and amendment to each Repository.

(b) This Disclosure Agreement may be amended, by written agreement of the parties, upon obtaining consent of Owners at least 25% of the outstanding Bonds; provided that the conditions set forth in Section 8(a)(1), (2) and (3) have been satisfied; and provided, further, that neither the Paying Agent or the Dissemination Agent shall be obligated to enter into any such amendment that modifies or increases its duties or obligations hereunder.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 10. Default. In the event the Issuer fails to comply with any provision in this Disclosure Agreement, the Dissemination Agent may (or shall upon direction of the Owners of 25% in aggregate principal of the Bonds then outstanding or the Underwriter) take all action necessary to cause the Issuer to comply with this Disclosure Agreement. In the event of a failure of the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of the Dissemination Agent. The Dissemination Agent (if other than the Issuer) shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to them hereunder and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Bond holders, or any other party. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent hereunder, seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: _____

MADERA UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

EXHIBIT A
NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Madera Unified School District

Name of Bond Issue: \$_____ Madera Unified School District General Obligation Refunding
Bonds, Series 2014

Date of Issuance: _____

NOTICE IS HEREBY GIVEN that the Madera Unified School District (the "School District") has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Agreement dated _____, 2014. The School District anticipates that the Annual Report will be filed by _____.

Dated: _____, 2014

MADERA UNIFIED SCHOOL DISTRICT
Dissemination Agent

By: _____
Authorized Signatory

cc: Issuer

APPENDIX E

ECONOMY OF THE DISTRICT

The District encompasses territory in the City and adjacent unincorporated areas of the County. The District has included information on the City because the economic growth in the City is reflective of economic growth in the District. The following economic data for the City and the County are presented for information purposes only. The Bonds are not a debt or obligation of the City or the County.

Population

The County's population in 2014 was 153,897 persons. The County's 2014 population was 14.2% above the 2004 population, representing an average annual compound growth rate of 1.25%.

Madera is the largest city in the County, with a population of 63,008 in 2014. Madera's population increased by 26.8% since 2004, and in 2014 accounted for 40.9% of the total population of the County.

The following table shows the population of the County and the City from 2004 to 2014.

**POPULATION
CITY OF MADERA AND COUNTY OF MADERA
2004 to 2014**

Year	City of Madera		County of Madera	
	Population	Annual % Change	Population	Annual % Change
2004	49,691	3.7%	134,645	3.1%
2005	51,735	4.1%	138,174	2.6%
2006	53,928	4.2%	141,693	2.5%
2007	57,181	6.0%	145,163	2.4%
2008	58,767	2.8%	147,958	1.9%
2009	59,868	1.9%	149,632	1.1%
2010	61,416	2.6%	150,865	0.8%
2011	61,224	-0.3%	150,749	-0.1%
2012	62,622	2.0%	152,327	1.0%
2013	62,960	1.0%	152,525	0.1%
2014	63,008	0.1%	153,897	0.9%

Source: California State Department of Finance, Demographic Research Unit, as of January 1.

Employment

The following table summarizes wage and salary employment in the County from 2009 to 2013. Farm and government are the largest employment sectors in the County.

ANNUAL AVERAGE WAGE AND SALARY EMPLOYMENT County of Madera 2009-2013

	Employment ⁽¹⁾				
<u>Industry</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Total Farm	10,100	9,600	10,800	11,500	12,200
Mining and Logging	1,300	1,100	1,100	1,100	1,200
Manufacturing	2,800	2,800	3,300	3,700	3,900
Trade, Transportation & Utilities	4,900	5,000	4,600	4,900	5,200
Information	500	400	400	400	400
Financial Activities	700	700	700	800	800
Professional & Business Services	2,400	2,800	2,600	2,900	3,000
Educational & Health Services	5,900	5,900	6,800	7,000	7,300
Leisure & Hospitality	2,300	2,600	2,500	2,700	2,800
Other Services	900	800	800	800	1,000
Government	<u>10,800</u>	<u>10,600</u>	<u>10,400</u>	<u>10,100</u>	<u>9,700</u>
Total	42,600	42,300	44,000	45,900	47,500

⁽¹⁾ Employment is reported by place of work; it does not include persons involved in labor-management disputes. Figures are rounded to the nearest hundred. Columns may not add to totals due to rounding.

Source: California Employment Development Department.

The following table summarizes civilian labor force, employment, and unemployment in the County from 2004 to 2013. The unemployment rate in the County in 2013 was 11.4%. In contrast, the average unemployment rate in California in 2013 was 8.9%. The higher rate in the County reflects the effect of agricultural employment and the seasonal pattern of crop harvesting and food processing.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT County of Madera Annual Averages, 2004-2013

<u>Year</u>	<u>Civilian Labor Force</u>	<u>Employed Labor Force</u> ⁽¹⁾	<u>Unemployed Labor Force</u> ⁽²⁾	<u>Unemployment Rate</u> ⁽³⁾
2004	61,400	55,700	5,600	9.1%
2005	62,000	57,100	4,900	7.9%
2006	62,900	58,500	4,400	7.0%
2007	63,500	58,700	4,700	7.4%
2008	65,100	59,000	6,100	9.4%
2009	66,500	57,400	9,100	13.7%
2010	67,000	56,500	10,400	15.5%
2011	68,100	57,900	10,200	15.0%
2012	69,100	59,900	9,200	13.3%
2013	69,400	61,500	7,900	11.4%

⁽¹⁾ Includes persons involved in labor-management trade disputes.

⁽²⁾ Includes all persons without jobs who are actively seeking work.

⁽³⁾ The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.

Source: California Employment Development Department.

Major Employers

The largest employers in the County as of 2014 are as follows:

**LARGEST EMPLOYERS
County of Madera**

[TO COME]

Firm	Product/Service	Employment
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Source: Economic Development Commission of Madera County for 2014.

Construction Activity [TO BE UPDATED]

The level of construction activity in the City and the County as measured by total building permit valuations and new residential dwelling units is shown in the following tables.

BUILDING PERMITS AND VALUATIONS City of Madera 2006-2010

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Valuation (\$000):					
Residential	\$102,069	\$33,712	\$13,805	\$2,853	\$8,032
Non-residential	18,776	18,349	40,260	11,316	4,264
Total	\$120,845	\$52,061	\$54,065	\$14,168	\$12,296
Residential Units:					
Single family	725	218	84	15	53
Single family	26	23	3	--	6
Total	751	241	87	15	59

Source: Construction Industry Research Board

BUILDING PERMITS AND VALUATIONS Madera County 2006-2010

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Valuation (\$000):					
Residential	\$242,409	\$105,516	\$53,638	\$23,585	\$30,952
Non-residential	75,401	59,487	69,867	27,331	34,925
Total	\$318,810	\$165,003	\$123,506	\$50,916	\$65,876
Residential Units:					
Single family	1,282	510	233	68	112
Multiple family	109	23	7	52	80
Total	1,391	533	240	120	192

Source: Construction Industry Research Board

Income [TO BE UPDATED]

Total personal income in the County increased by 78% between 1999 and 2009, representing an average annual compound growth rate of 5.95%. Per capita personal income in the County grew by 46% during this time, representing an average annual compound growth of 3.9%.

The following tables summarize personal income for the County for 1999 to 2009.

PERSONAL INCOME 1999-2009 (in thousands)

Year	Madera County	Annual Percent Change
1999	\$2,234,403	--
2000	2,346,085	5.0%
2001	2,520,452	7.4%
2002	2,722,959	8.0%
2003	2,892,226	6.2%
2004	3,236,642	11.9%
2005	3,333,146	3.0%
2006	3,565,294	7.0%
2007	3,863,749	8.4%
2008	3,966,916	2.7%
2009	3,981,841	0.4%

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

PER CAPITA PERSONAL INCOME 1999-2009

Year	Madera County	California	United States
1999	\$18,332	\$30,679	\$28,333
2000	18,986	33,398	30,318
2001	20,096	33,890	31,145
2002	21,300	34,045	31,461
2003	21,908	34,977	32,271
2004	23,709	36,903	33,881
2005	23,864	38,767	35,424
2006	24,956	41,567	37,698
2007	26,606	43,240	39,461
2008	26,880	43,853	40,674
2009	26,790	42,395	39,635

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

Retail Sales [TO BE UPDATED]

Taxable sales in the City and the County are shown below. Between 2005 and 2009, taxable sales decreased by 14% in the City and by 16% in the County. The largest taxable sales sectors in the County are service stations, other retail stores, and auto dealers and auto supplies.

TAXABLE SALES, 2005-2009
City of Madera
(in thousands)

<u>Year</u>	<u>Number of Outlets (July 1)</u>	<u>Total Taxable Sales (\$000)</u>
2005	904	\$519,954
2006	910	572,007
2007	929	547,335
2008	970	523,759
2009	952	446,465

Source: California Board of Equalization.

TAXABLE SALES, 2005-2009
County of Madera
(in thousands)

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Apparel Stores	\$9,571	\$10,299	\$11,950	\$11,731	\$13,762
General Merchandise	114,304	119,389	115,808	108,367	(1)
Food Stores	104,863	109,588	113,640	107,328	98,868
Eating & Drinking Places	80,542	85,511	88,538	90,224	87,950
Home Furnishings & Appliances	14,159	15,398	13,926	12,223	17,878
Building Material & Farm Implements	159,278	158,618	83,183	65,112	83,874
Auto Dealers and Auto Supplies	175,170	170,471	189,240	141,369	116,655
Service Stations	137,811	178,348	197,252	234,832	176,337
Other Retail Stores	<u>119,988</u>	<u>134,577</u>	<u>159,298</u>	<u>131,380</u>	<u>138,994</u>
Total Retail Stores	915,686	982,199	972,835	902,566	734,318
All Other Outlets	395,596	450,445	464,664	423,998	366,983
Total All Outlets	\$1,311,282	\$1,432,644	\$1,437,499	\$1,326,564	\$1,101,301

⁽¹⁾ For 2009, "General Merchandise" sales are included in "Other Retail Group."

Source: California Board of Equalization.

Transportation

Madera County is located in California's San Joaquin Valley. The County is served by State Highway 99, one of the State's major north-south transportation routes. State Highways 152, 145, and 41 provide convenient access to U.S. Interstate 5, located 53 miles west of the City via State Route 152.

Rail services are provided by Burlington Northern – Santa Fe Railroad and the Union Pacific Railroad.

Scheduled air service to destinations in major cities in western states and in Mexico is available at the Fresno Yosemite International Airport located within 30 minutes of the City. General aviation facilities are located at the Madera Airport and the Chowchilla Airport.

**APPENDIX F
COUNTY OF MADERA
OFFICE OF THE TREASURER TAX-COLLECTOR
STATEMENT OF INVESTMENT POLICY**

POLICY STATEMENT

- The Treasurer/Tax Collector is responsible for investing the surplus funds in the County Treasury in accordance with the California Government Code, Sections 53601 et. seq. and the Prudent Investor Standard. The surplus funds will be invested in such a manner following the fundamental principles of safety, liquidity and yield — in that order.

1. **SAFETY/LEGALITY**

Investments should be made in instruments of high quality to avoid credit risk and/or loss of principal. Investments susceptible to wide price fluctuations due to market volatility should be avoided. Investments shall only be made in instruments legally permissible by the California Government Code, as hereafter amended for Madera County's needs.

2. **LIQUIDITY**

Investments should be made in instruments maturing in such a manner to meet daily demands upon the Treasury. A certain degree of highly liquid instruments should be maintained at all times to accommodate unforeseen withdrawals or respond to opportunities for transactions arising from changing market conditions.

3. **YIELD**

Because the County Treasurer is responsible for receiving and safekeeping ALL monies belonging to the county and all other monies directed by law to be paid into the treasury, investments are made for cash flow purposes first and yield is secondary. Operating within such parameters of safety and liquidity, the most favorable yield would then be considered.

4. **TREASURY OVERSIGHT COMMITTEE**

The County Treasurer shall consult with and nominate to the Board of Supervisors certain potential committee members. The number of members on the committee shall be determined mutually by the Board and the County Treasurer. For Madera County on May 6, 1997 the Board of Supervisors designated the Auditor-Controller, the County Office of Education and the County Treasurer. On January 14, 2014, through Resolution 2014-002, the Board of Supervisors increased the membership from three (3) to nine (9) members to include a representative appointed by the Board of Supervisors, a representative selected by a majority of the presiding officers of the governing bodies of the school districts and community college districts in the county, a representative selected by a majority of the presiding officers of the legislative bodies of the special districts in the county; represented by the county Engineer or his or her designee that are required or authorized to deposit funds in the county treasury; and three (3) members of the public, two of whom have expertise in, or an academic background in public finance.

5. **AUDITING**

Investment confirmations are received by an employee other than the individual performing the investment duties. The confirmations will be compared with information already recorded for that transaction. Any discrepancy will be reported to the County Treasurer for correction.

Quarterly, the County Auditor performs a cash count of the County Treasury. Outside auditors annually audit the County, including the office of the County Treasurer based on a set of agreed upon procedures. Annually, the county treasury oversight committee, consistent with Government Code 27134, "shall cause an annual audit to be conducted to determine compliance with this article and the investment policy." Pursuant to Government Code 27135, the costs of the audit to determine compliance may be included with those costs enumerated under Section 27013 of the Government Code.

6. REPORTING

The County Treasurer shall provide monthly, but not less than quarterly, a report of investments to all participating agencies not later than 30 days following the end of each quarter, to the Treasury Oversight Committee, the County Board of Supervisors, and County Superintendent of Schools, Madera Unified School District, and Special Districts. The monthly report will include a list of holdings as of the last day of the month and note:

1. the type of investment,
2. the institution,
3. date of maturity,
4. par amount,
5. book value,
6. end of month market value and source of value
7. a statement of compliance or an explanation of any variance, and
8. a statement of the ability to meet the pools expenditure requirement for the next six months or an explanation of why the expenditure requirement cannot be met.

The County Treasurer shall annually prepare an investment policy that will be reviewed and monitored by the legislative body of the local agency and the treasury oversight committee (27133).

7. SECURITY DEALERS & BROKERS

The County Treasurer shall determine which financial institutions are authorized to provide investment services to the County for the investment of County funds.

The Treasurer may trade or place securities with Broker/Dealers or Broker/Dealer firms who meet the following criteria:

- A. A Primary government dealer as designated by the Federal Reserve Bank of New York;
- B. The Federal Reserve Bank;
- C. A Nationally or state-chartered bank;
- D. Banks identified as one of the top 100 banks in the world, or
 1. Banks, brokers or dealers whose transactions are guaranteed by one of the top 100 banks in the world, or
 2. Banks, brokers or dealers whose parent company is one of the top 100 banks in the world.
- E. Individual Broker/Dealer or Broker/Dealer firms provided they are:
 1. Registered and in good standing with the National Association of Securities Dealers (NASD);
 2. Licensed to conduct business in the State of California;

3. Have net capital in excess of \$10 million with liquidity lines of \$50 million or more; and
4. Have primary account representatives with five or more years' experience in Madera County Pool Investment transactions.

Selection of financial institutions and broker/dealers authorized to engage in transactions with the County shall be accomplished at the sole discretion of the County Treasurer.

All potential broker/dealers will fill out a County questionnaire about their experience and capital of their respective companies. These questionnaires will be kept on file in the County Treasurer's office.

Broker/dealers or securities firms that make a political contribution to the County Treasurer exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board within four years following January 1, 1996, may not be selected to do business.

8. POOL PARTICIPANTS-INVOLUNTARY

The majority of funds on deposit in the County Treasury are funds under the control of the Board of Supervisors. State law requires school districts to deposit their funds in the county treasury unless the school board declares funds to be excess funds, in which case funds can be invested outside the county treasury as such school districts are considered a mandatory depositor. Special districts and cemetery districts are also required to deposit their funds in the county treasury.

9. POOL PARTICIPANTS-VOLUNTARY

A voluntary participant is any local agency who has applied for and been granted participation in the county investment pool. The local agency's treasurer or other official responsible for their funds has determined that they have excess funds which are not required for immediate use. Once the excess funds are identified, the local agency's legislative or governing body must adopt a resolution that authorizes the investment of the funds pursuant to Section 53684, and with the consent of the County Treasurer, deposit the excess funds in the county treasury for the purpose of investment by the County Treasurer pursuant to Section 53601 or 53635. The resolution shall specify that the local agency acknowledges and is willing to be bound by the withdrawal provisions of Section 27136, and that administrative charges will be deducted by the Treasurer as permitted by Sections 53684(b) and 27013. The Treasurer shall approve or disapprove such agency's request in writing. At this time there are no voluntary depositors in the County Treasury Pool.

10. WITHDRAWAL OF FUNDS FROM COUNTY POOL

Pursuant to Government Code Section 27136 any entity wishing to withdraw funds from the county treasury pool for the purpose of investing or depositing those funds outside the county treasury pool, shall first submit the request for withdrawal to the county treasurer before withdrawing funds from the pool. For any withdrawal over \$2 million, it will be necessary to have 1 days' notice in writing and withdrawals over \$5 million will require a one week notice in writing.

11. AUTHORIZED INVESTMENTS AND LIMITS

The County may invest surplus funds from among the following authorized investments and within limits as specified. The percent of limitation for a particular category of investment shall only apply at the date of purchase. Additionally, a percent change that results from an increase

of decrease of values or assets shall not constitute a limitation violation. Some instruments have no limit and no limit is specified, however the Rule of Prudence should apply.

- A. Bonds issued by the local agency, including bonds payable solely out of the revenue from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency or authority of the local agency.
- B. United States Treasury Bills, Notes, Bonds, and Certificates of Indebtedness, and those for which the full faith and credit of the United States is pledged for the payment of principal and interest. There is no percentage limit on the total dollar amount that may be invested in these issues.
- C. Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency or authority of the state up to 1 million dollars.
- D. Bonds, notes, warrants, or other evidences of indebtedness of any local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
- E. Obligations issued by Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. Although there is no percentage limit on the total dollar amount that may be invested in these issues, the Rule of Prudence should apply for a single agency name.
 - 1. Structured rate securities: Generally investments in these types of securities are allowed as long as there is no risk of a zero coupon or loss of principal. Specifically prohibited are inverse floaters, range notes or interest only strips derived from a pool of mortgages.
- F. Bills of Exchange or Time Drafts drawn on and accepted by a commercial bank, otherwise known as Banker's Acceptances, both domestic and foreign, which are eligible for purchase by the Federal Reserve System. Purchases of Banker's Acceptances may not exceed 180 days maturity or 40 percent of the surplus funds in the County Treasury. However, no more than 30 percent of the Treasury's surplus funds may be invested in the banker's acceptances of any one commercial bank.
- G. Commercial Paper The County may invest in commercial paper subject to the following concentration limits:
 - 1. No more than 40 percent of the County's money may be invested in eligible commercial paper.
 - 2. No more than 10 percent of the total assets of the investments held by the County may be invested in any one issuer's commercial paper, and
 - 3. Eligible commercial paper shall have a maximum maturity of 270 days or less.
- H. Negotiable Certificates of Deposit issued by a Federal or State Chartered bank or savings and loan association. Any investment in Negotiable Certificates of deposit may not exceed 30 percent of the County's surplus money, which may be invested. No more than 5 percent of the total portfolio shall be invested in any one name.

- I. Non-negotiable Time Certificates of Deposit issued by a federally or State Chartered bank or a savings and loan association. These require full collateralization with government securities (110%) or mortgages (150%) in accordance with Government Code Section 53651. The Treasurer will determine eligibility of banks and savings and loans through the Findley report, which rates California Financial Institutions and ratings of the major rating agencies, Moody's, Standard & Poor and Fitch.

Investments with qualified institutions shall be equally distributed providing yields on investments are comparable. Investments with any one type of institution shall not exceed 50 percent of the portfolio and investments with any one institution shall not exceed 15 percent of the portfolio.

Investments shall be placed only with institutions with established stability and performance. All factors being equal, preference shall be given to institutions within Madera County.

- J. Investments in Repurchase Agreements shall be restricted to nationally or state-chartered banks or primary security dealers with whom the Treasurer has entered into a Master Repurchase Agreement. A Repurchase Agreement is a purchase of securities by the County pursuant to an agreement by which the Bank/Dealer agrees to repurchase the securities on a specified date. Securities purchased through Repurchase Agreements from the Bank/Dealer are United States Treasury Bills, Notes or Certificates of Indebtedness, or instruments of or issued by a federal agency of the United States as authorized by section 11.B above, or money market instruments.

Investments in Reverse Repurchase Agreements or securities lending agreements are authorized so long as the proceeds are invested solely to supplement the income normally received from the securities. A Reverse Repurchase Agreement is a sale of securities by the County pursuant to an agreement by which the county will repurchase such securities on or before a specified date and for a specified amount.

1. Reverse Repurchase Agreements is limited to 20% of the portfolio and only for specified purposes.

- K. Medium Term Corporate Notes (MTN) of a maximum of five years maturity issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Securities eligible for Investment shall be rated in a rating category of "A" or its equivalent, or better, by a nationally recognized rating agency.

Purchase of MTN may not exceed 30 percent of the surplus funds in the County Treasury.

- L. Shares of Mutual Funds issued by diversified management companies, as defined in Section 23701m of the Revenue and Taxation Code, investing only in the securities and obligations as authorized by Government Code Section 53635. To be eligible for investment, these companies shall either: (1) attain the highest ranking or the higher letter and numerical rating provided by not less than two of the three largest nationally recognized rating services; or 2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations as authorized and with assets under management in excess of five hundred million dollars (\$500,000,000.00). The purchase price of shares of mutual funds shall not include any commission that these companies may charge and shall not exceed 15 percent of the surplus funds in the County Treasury.

- M. Investments of funds in the Local Agency Investment Fund (LAIF- State of California) created by law, which the State Treasurer invests through the Pooled Money Investment Account. Money invested in LAW is available overnight liquidity; however, it is also subject to a limited number of transactions per month. Money shall be placed in LAW as alternative liquid investments under guidelines of this policy pertaining to yield. Investment of funds in the LAW is limited to fifty million dollars (\$50,000,000.00).
- N. Shares of Beneficial Interest issued by joint powers authority (JPA) organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (n), of section 53601 inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority shall have retained an investment adviser that meets all of the following criteria:
1. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
 2. Has not less than five years' experience investing in the securities and obligations as authorized, and
 3. Have assets under management in excess of five hundred million dollars (\$500,000,000.00).

12. CONFIRMATION

All confirmations should be reviewed for conformity with the original transaction by an individual who did not originate the transaction.

13. APPROVAL OF DEPOSITS

All financial institutions whether investment banks and dealers or commercial banks or savings and loans must be approved by the County Treasurer before receiving county funds. All firms with whom the County does business should have a strong capital base and have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal agency before any investments or deposits are placed with such firms.

14. LOSSES

Generally, losses are acceptable on a sale before maturity and should be taken if reinvested proceeds will earn an income flow with a present value higher than the present value of the income flow that would have been generated by the old investment.

14A. MAXIMUM RATE OF RETURN AND ALLOCATION OF LOSSES

The Pooled Investment Fund is designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investments, while important, is secondary to the safety and liquidity objectives.

The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities may be sold prior to maturity for the following reasons:

1. A declining credit security, to minimize loss of principal, and/or
2. A security swap, to improve the quality, yield, or target duration in the portfolio, and/or
3. The liquidity needs of the portfolio require that the security be sold.

If there is a realized loss of principal on a particular security, the loss will first be allocated against the interest earned on that security in the quarter in which the security is sold.

If the security's current interest is not sufficient to cover the loss, then the Auditor-Controller may allocate the loss against the total current and future portfolio interest earnings.

In the event of an imminent loss of principal for which the security's interest would not be sufficient to cover the loss, the Auditor-Controller may withhold from the total current and future portfolio interest earnings to reserve against a future maximum anticipated actual loss.

In the event that an estimated loss does not materialize, or is less than the set aside, the funds reserved from interest earnings to cover the estimated loss would be immediately released and apportioned on the following quarter to the interest earning funds in the pool.

15. SAFEKEEPING

Investment securities are to be held in customer-segregated safekeeping accounts (excluding Non-Negotiable Time Certificates of Deposit). The County's eligible investment securities are held with Wells Fargo Bank, N.A., effective May 1, 2012.

16. "WAIVER OF SECURITY" ON DEPOSITS

"Waiver of Security" on deposits covered by FDIC or FSLIC insurance shall be at the discretion of the Treasurer and will require the Treasurer's signature.

17. CREDIT FOR INTEREST RATES

California Government Code, Section 53684 (b) requires county treasurers to apportion quarterly to the local agencies or districts any interest earned from the investment of funds. Interest earned is in an amount proportionate to the average daily balance of the amounts the local agencies or districts deposit. The County Auditor-Controller shall conduct the apportionment process based on the net earnings of the Pool each quarter.

18. MAXIMUM DAYS TO MATURITY

Investment decisions are made with regard to safety, liquidity, cash flow needs and yield as a matter of policy. The Government Code allows maturities to 5 years. Over 5 years requires Board approval. Generally the maximum average time to maturity of County investments shall not exceed 2 years or 730 days. However, if extending maturities permit trading and portfolio advantages without significantly affecting cash flow needs, maturities may be extended past the prescribed limit.

19. PRUDENT INVESTOR STANDARD

The county treasurer is a trustee and therefore a fiduciary subject to the Prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the county treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the county and the other depositors. Within the limitations of this section and considering individual investments as part of an overall strategy, a trustee is authorized to acquire investments as authorized by law. Nothing in this chapter is intended to grant investment authority to any person or governing body except as provided in Sections 53601, 53607, and 53635.

19 A. INDEMNIFICATION

The Treasurer and her staff, when acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes. Investments shall be made with judgment and care under circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own affairs. Investments will not be made for speculation but for investment considering safety of capital as well as probable income to be derived.

20. COSTS OF MANAGING TREASURY COMMINGLED POOL (27013)

Actual costs of investing, depositing, banking, auditing, reporting and managing treasury pool funds are deducted from the gross interest earned account, the balance is then apportioned to the accounts on an average daily balance method. Certain staff are dedicated solely to Treasury functions and appropriately charged to the maintenance of the funds. Banking fees are charged in arrears after the costs for the previous quarter are known. Special functions or services required or requested by a certain entity are paid by that entity.

For directed investments outside of the county co-mingled pool, the charge shall be \$120 per investment.

21. CONFLICT OF INTEREST

No employee may directly or indirectly accept or solicit from any person, corporation or group having a business relationship with the County, any rebate or kickback. No employee of the Treasurer's office shall outside of working hours, engage in any profession, trade, business or occupation, which is incompatible or involves a conflict of interest with his/her duties as a County Officer or employee.

22. RECEIPT OF HONORARIA, GIFTS AND GRATUITIES

Members of the County Treasury Oversight Committee are prohibited from receiving any honoraria, gift or gratuity from any advisor, broker, dealer, banker, or other person with whom the county treasury conducts business. (27133(d))

APPENDIX G

SPECIMEN MUNICIPAL BOND INSURANCE POLICY



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: First Reading of Revised Board Bylaw 9223 – Filling Vacancies

Responsible Staff: Edward C. González, Superintendent

Agenda Placement: New Business

Background/ rationale:

Minor revision of the current MUSD Board Bylaw is being recommended by CSBA.

Second Reading and Request for Approval will be presented at the November 18, 2014 Board meeting.

Financial impact: None.

Superintendent's recommendation:

The Superintendent recommends the Board review the revisions made to our current exhibit.

Supporting documents attached:

MUSD Board Bylaw 9223 – Filling Vacancies.

Madera USD

Board Bylaw

Filling Vacancies

BB 9223

Board Bylaws

Events Causing a Vacancy

A vacancy on the Governing Board may occur for any of the following events:

1. The death of an incumbent (Government Code 1770)
2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term (Government Code 1770)
3. A Board member's resignation (Government Code 1770)

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. (Education Code 5090, 5091)

Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090)

4. A Board member's removal from office, including recall (Elections Code 11384; Government Code 1770)
5. A Board member's ceasing to be an inhabitant of the state or resident of the district (Government Code 1770)

A vacancy on the Board also occurs when a Board member ceases to inhabit the trustee area which he/she represents on the Board. (58 Ops.Cal.Atty.Gen. 888 (1975))

6. A Board member's absence from the state beyond the period allowed by law without the permission required by law. (Government Code 1770)

No Board member shall be absent from the state for more than 60 days, except in any of the following situations: (Government Code 1064)

- a. Upon business of the school district with the approval of the Board
- b. With the consent of the Board for an additional period not to exceed a total absence of 90 days.

In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.

- c. For federal military deployment not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard.

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

7. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by sickness or when absent from the state with the permission required by law (Government Code 1770)

8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)

9. A Board member's refusal or neglect to file his/her required oath ~~or bond~~ within the time prescribed (Government Code 1770)

(cf. 9224 - Oath or Affirmation)

10. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)

11. The making of an order vacating a Board member's office or declaring the office vacant when the Board member fails to furnish an additional or supplemental bond (Government Code 1770)

12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)

13. A "failure to elect" when either no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs less than four months before the end of a Board member's term, the Board shall take no action. (Education Code 5093)
2. When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. (Education Code 5091, 5093)
3. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill. (Education Code 5093)

Eligibility

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107.

(cf. 9220 - Governing Board Elections)

Provisional Appointments

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

(cf. 9130 - Board Committees)

(cf. 9323.2 - Actions by the Board)

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
2. The full name of the appointee
3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

Appointment Due to Failure to Elect

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect), and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

(cf. 9100 - Organization)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

Legal Reference:

EDUCATION CODE

5000-5033 Elections
5090-5095 Vacancies
5200-5208 Districts governed by boards of education
5300-5304 Elections
5320-5329 Order and call of election
5340-5345 Consolidation of elections
5360-5363 Election notice

5420-5426 Cost of elections
5440-5442 Miscellaneous provisions, elections
35107 Eligibility of board members
35178 Resignation with deferred effective date
ELECTIONS CODE
10600-10604 School district elections
11381-11386 Candidates for recall
GOVERNMENT CODE
1064 Absence from state
1770 Vacancies: definition
3000-3003 Forfeiture of office
3060-3075 Removal other than by impeachment
6061 One time notice
54950-54963 The Ralph M. Brown Act
PENAL CODE
88 Bribery, forfeiture from office
UNITED STATES CODE, TITLE 18
704 Military medals or decorations
ATTORNEY GENERAL OPINIONS
58 Ops.Cal.Atty.Gen. 888 (1975)

Management Resources:

CSBA PUBLICATIONS

Filling a Board Vacancy, rev. December 2010

WEB SITES

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

California State Attorney General's Office, Quo Warranto Applications:
http://ag.ca.gov/opinions/quo_warranto.php

Bylaw MADERA UNIFIED SCHOOL DISTRICT

adopted: December 22, 1981 Madera, California

revised: December 12, 2000

revised: December 13, 2011

revised: May 22, 2012



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: First Reading of Revised Exhibit 1 9323.2 – Actions by the Board

Responsible Staff: Edward C. González, Superintendent

Agenda Placement: New Business

Background/ rationale:

Revision of the current MUSD Exhibit is being recommended by CSBA.

Second Reading and Request for Approval will be presented at the November 18, 2014 Board meeting.

Financial impact: None.

Superintendent's recommendation:

The Superintendent recommends the Board review the revisions made to our current exhibit.

Supporting documents attached:

MUSD Exhibit(1) 9323.2 – Actions by the Board.

Madera USD

Exhibit

Actions By The Board

E 9323.2

Board Bylaws

ACTIONS REQUIRING ~~MORE THAN A~~ A SUPER MAJORITY VOTE

Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring intention to sell or lease real property (Education Code 17466)
(cf. 3280 - Sale, Lease ~~and Rental~~ of District-Owned Real Property)
2. Resolution declaring intent of Governing Board to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)
3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)
4. Lease for up to three months of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)
5. ~~Temporary borrowing before receipt of fiscal income, if implemented pursuant to Government Code 53820-53833 (Government Code 53821)~~
Request for temporary borrowing pursuant to Government Code 53820-53833, to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)
6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, ~~ordering action to render~~ city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)
(cf. 7131 - Relations with Local Agencies)
(cf. 7150 - Site Selection and Development)
(cf. 7160 - Charter School Facilities)
7. ~~Resolution to transfer excess local funds from a deferred maintenance fund when state funds are insufficient to match local funds being held in the deferred maintenance fund (Education Code 17582, 17583)~~

- 8.7. ~~For~~ When the districts with has an average daily attendance (ADA) of 2,500 or less seeking to add and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)
8. When the district is organized to serve only grades K-8 and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)
9. When the district desires to operate a community day school to serve any of grades K-6 (and no higher grades) on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)
9. ~~For K-8 districts (and no higher grades) seeking to add a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)~~
10. ~~For districts desiring to operate a community day school on an existing school site to serve grades K-6 (and no higher grades), certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)~~

(cf. 6185 - Community Day School)

- ~~14.10~~ Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

- ~~14.2.~~ 11. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

- ~~14.12.~~ Resolution to place a parcel tax on the ballot (Government Code 53724)

- ~~14.13.~~ Resolution of necessity to proceed with an eminent domain action and, if the Board desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the

Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

1. The expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824) (cf. 9320 - Meetings and Notices)

- ~~2-3.~~ Resolution, adopted for district borrowing, between July 15 and August 30 of any fiscal year, to borrow funds of up to 25 percent of the estimated income and revenue to be received by the district during ~~the current~~ fiscal year from apportionments based on ~~average daily attendance~~ for the preceding school year (Government Code ~~53822~~ 53823-53824)

- ~~3.~~ 4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas (Education Code 17510-17511)
2. Waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such

property is not worth more than \$2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

Exhibit
version: December 13, 2011

MADERA UNIFIED SCHOOL DISTRICT
Madera, California



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: First Reading of Revised Administrative Regulation for
Administrative & Support Services

Responsible Staff: **Sandon Schwartz, Asst. Supt. of Administrative & Support Svs.**
Sandra Perez, Director of Child Nutrition

Agenda Placement: New Business

Background/ rationale: Revision of new language to more accurately reflect 7 CFR 210.11 as recommended by CSBA on the following Administrative Regulation:

- Administrative Regulation 3554 – Other Food Sales

Financial impact: None

Superintendent's recommendation: The Superintendent recommends first reading of the revised Administrative Regulation.

Supporting documents attached:

- Administrative Regulation 3554 – Other Food Sales

Madera USD

Administrative Regulation

Other Food Sales

AR 3554

Business and Noninstructional Operations

Nutritional Standards for Foods and Beverages

Food and beverage sales outside the district's food service program shall comply with applicable nutritional standards specified in Education Code 49431, 49431.2, 49431.5, and 49431.7.

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

At an elementary school, the sale of foods or beverages that do not comply with the standards in Education Code 49431 and 49431.5 may be permitted, as part of a fundraising event, only when the items are sold by students of the school and the sale meets either of the following conditions: (Education Code 49431, 49431.5)

1. It takes place off and away from school premises.
2. It takes place at least one-half hour after the end of the school day.

(cf. 1230 - School-Connected Organizations)
(cf. 1321 - Solicitations of Funds from and by Students)

At a middle, junior high, or high school, the sale of food items that do not comply with the standards in Education Code 49431.2 may be permitted in any of the following circumstances: (Education Code 49431.2)

1. The sale takes place off and away from school premises.
2. The sale takes place on school premises at least one-half hour after the end of the school day.
3. The sale occurs during a school-sponsored student activity after the end of the school day.

(cf. 6145 - Extracurricular and Cocurricular Activities)

Beverage sales that do not comply with the standards in Education Code 49431.5 may be permitted at a middle or junior high school as part of a school event under either of the following

circumstances: (Education Code 49431.5)

1. The sale occurs during a school-sponsored event and takes place at the location of the event at least one-half hour after the end of the school day.
2. Vending machines, student stores, and cafeterias are used later than one-half hour after the end of the school day.

Additional Requirements for Schools Participating in the National School Lunch or Breakfast Program

The sale of foods outside of the district's food service program during meal periods in food service areas shall be allowed only if all income from the sale, including the sale of approved foods or drinks from vending machines, accrues to the benefit of the school, the school food service program, or the student organization(s) sponsoring the sale. (7 CFR 210.11, 220.12)

No foods of minimal nutritional value, as listed in 7 CFR 210, Appendix B, and 7 CFR 220, Appendix B, shall be sold in food service areas during breakfast and lunch periods. (7 CFR 210.11, 220.12)

In a school with any of grades K-8 that is participating in the National School Lunch and/or Breakfast Program, the Superintendent or designee shall not permit the sale of foods by a student organization except when all of the following conditions are met: (5 CCR 15500)

1. The student organization shall sell only one food item per sale, 30 min after the close of regular school days.
2. The specific nutritious food item is approved by the Superintendent or designee.
3. The sale does not begin until 30 min after the close of regularly school days. No foods are to be sold during school days, outside of food service.
4. The sale during the regular school day is not of food items prepared on the premises. No foods are to be sold during school hours.
5. There are no more than four such sales per year per school, if they go through the Child Nutrition Department, make sure they are SB Compliant.
6. The food sold is a dessert-type food, such as pastry, ice cream, or fruit. No foods outside of food service program can be served on school grounds.
7. The food sold is not one sold in the district's food service program at that school during that school day.

In junior high and high schools, a student organization may be approved to sell food items during or after the school day if all of the following conditions are met: (5 CCR 15501)

1. Only one student organization conducts a food sale on a given school day and the organization sells no more than three types of food or beverage items, except that up to four days during the school year may be designated on which any number of organizations may conduct the sale of any food items.
2. The specific nutritious food items are approved by the Superintendent or designee.
3. Food items sold during the regular school day are not prepared on the premises.
4. The food items sold are not those sold in the district's food service program at that school during that school day.

The Superintendent or designee shall maintain records, ~~or~~ **and** shall require organizations selling foods and beverages to maintain records to document compliance with federal nutrition standards for all competitive foods and beverages sold through and outside the district's food services program. At a minimum, these records shall include receipts, nutrition labels, and/or product specifications. (7 CFR 210.11)

Regulation	MADERA UNIFIED SCHOOL DISTRICT
approved:	December 13, 2011
revised:	June 10, 2014 Madera, California



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: First Reading of Revised Board Policy for Administrative & Support Services

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

Agenda Placement: New Business

Background/ rationale: Revision and/or new language is recommended by CSBA on the following Board Policy:

- Board Policy 1330 – Community Relations

Financial impact: None

Superintendent's recommendation: The Superintendent recommends first reading of the revised Board Policy.

Supporting documents attached:

- Board Policy 1330 – Community Relations

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)

The Superintendent or designee shall give priority to 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.

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)

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)

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)

Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

(cf. 9320 – Meetings and Notices)

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 determined in accordance with 5 CCR 14037-14041. ~~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.~~

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

In determining direct costs to be charged for community use of each, or each type of, school facility or grounds, ~~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 calculate, in accordance with 5 CCR 14038, the community's ~~include a proportionate share of the following costs of the following:~~ (Education Code 38134)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds ~~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~~

However, capital direct costs shall not be charged to organizations retained by the district or school to provide instruction or instructional activities to students during school hours or for

classroom-based programs that operate after school hours, including, but not limited to, after-school, tutoring, and child care programs. (5 CCR 14037)

(cf. 5148 – Child Care and Development)
(cf. 5148.2 – Before/After School Programs)

2. ~~Maintenance, repair, restoration, and refurbishment of the school facilities or grounds~~
Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services of district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and 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)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

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

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

MILITARY AND VETERANS CODE

1800 Definitions

CODE OF REGULATIONS, TITLE 5

14037-14042 Proportionate direct costs for use of school facilities and grounds

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: September 24, 2013 Madera, California



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: First Reading of Revised Board Policies, Administrative Regulations, and Exhibits for Educational Services Department.

Responsible Staff: Victor Villar, Associate Superintendent of Educational Services

Agenda Placement: New Business

Background/rationale:

- Revisions/New Language are recommended by CSBA on the following Board Policies, Administrative Regulations, and Exhibits:
 - AR 1312.4 Williams Uniform Complaint Procedures
 - E(1) 1312.4 Williams Uniform Complaint Procedures
 - E(2) 1312.4 Williams Uniform Complaint Procedures
 - BP 5147 Dropout Prevention
 - BP 5149 At-Risk Students
 - BP 6142.94 History-Social Science Instruction
 - AR 6146.2 Certificate of Proficiency/High School Equivalency
 - AR 6159.4 – Behavioral Interventions for Special Education Students
 - BP 6172 Gifted and Talented Student Program
 - AR 6172 Gifted and Talented Student Program

Financial impact:

- None.

Superintendent's recommendation:

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

Supporting documents attached:

- Revised Board Policies, Administrative Regulations and Exhibits.

Madera USD

Administrative Regulation

Williams Uniform Complaint Procedures

Community Relations

AR 1312.4

~~Cautionary Notice: AB 97 (Ch. 47, Statutes of 2013) repealed Education Code 42605, which provided temporary flexibility for specified "Tier 3" categorical programs, and instead redirects the funding for those categorical programs into the Local Control Funding Formula (LCFF) (Education Code 42238.01-42251). The supplemental and concentration grant portions of the LCFF may be used for any schoolwide or districtwide educational purpose in accordance with state regulations to be adopted by January 31, 2014, with a goal of increasing or improving services for English learners, foster youth, and students eligible for free and reduced-price meals. Certain requirements related to Tier 3 categorical program(s) in the following policy or regulation are no longer applicable.~~

Types of Complaints

The District shall use the following procedures described in this administrative regulation only to investigate and resolve complaints ~~when the complainant alleges that any of the following has occurred:~~ (Education Code 35186; 5 CCR ~~4680-4683~~ 4681, 4682, 4683)

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that:

~~1. Textbooks and instructional materials~~

- a. A student, 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 student 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 student.
- c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- d. A student 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. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that:

~~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 students in the class.

(cf. 4112.22 - Staff Teaching English Language Learners ~~students 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 students 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 students 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. Complaints regarding the condition of school facilities, including any complaint alleging that:

~~3. Facilities~~

- a. A condition poses an emergency or urgent threat to the health or safety of students 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 students 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 students 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~~ or paper towels or functional hand dryers.
(Education Code 35292.5)

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

(cf. 3514 – Environmental Safety)
(cf. 3517 – Facilities Inspection)

4. ~~High school exit examination intensive instruction and services~~

~~— A student, 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 student 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 at the mailing address indicated on the complaint form within 45 working days of the initial filing of the complaint. 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)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students 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

On a quarterly basis, the Superintendent or designee shall report to the Board at a regularly scheduled public Board meeting and to the summarized data on the nature and resolution of all complaints to the Board of Education and the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. 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

234.1 Prohibition of discrimination, harassment, intimidation, and bullying

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

4600-4670 Uniform complaint procedures

~~4600-4687 Uniform complaint procedures, especially:~~

4680-4687 Williams uniform complaint procedures ~~complaints~~

Management Resources:

WEB SITES

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

California County Superintendents Educational Services Association: <http://www.ccsesa.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

approved: December 13, 2011 Madera, California

revised: September 24, 2013

Madera USD

Exhibit

Williams Uniform Complaint Procedures Community Relations

E (1) 1312.4

~~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.~~

NOTICE TO PARENTS/GUARDIANS, PUPILS, AND TEACHERS: COMPLAINT RIGHTS

Parents/Guardians, Students ~~Pupils~~, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. ~~For there to be sufficient textbooks and instructional materials, each pupil~~ That means each student, including an English learners, must have a textbook or instructional material, or both, to use in class and to take home.
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

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.

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 a semester for an entire semester.

~~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.~~

- ~~4. Pupils, including English learners, who have not passed one or both parts of the high school exit examination by the end of grade 12 are to be provided the opportunity to receive intensive instruction and services for up to two consecutive academic years after the completion of grade 12.~~
- ~~4 5. A complaint form can be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site:
<http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.~~

Exhibit MADERA UNIFIED SCHOOL DISTRICT
version: December 13, 2011 Madera, California

Williams Uniform Complaint Procedures
Community Relations

E(2) 1312.4

WILLIAMS UNIFORM COMPLAINT PROCEDURES

~~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.~~

COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment, ~~or the lack of opportunity to receive intensive instruction and services to pupils who did not pass one or both parts of the high school exit examination by the end of grade 12.~~ The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ☐ Yes ☐ No

Contact Information: (if response is requested)

Name: _____

Address: _____

Phone Number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Course title/grade level and teacher name: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to

complain about an issue not specified below, please contact the school or district for use the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

- ☐ A student ~~pupil~~, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
- ☐ A student ~~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 student ~~pupil~~.
- ☐ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- ☐ A student ~~pupil~~ was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4681)

- ☐ A semester begins and a teacher vacancy exists. A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the school 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 a semester for an entire semester.
- ☐ A teacher lacking credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
- ☐ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facility conditions: (Education Code 17592.72, 35186, 35292.5; 5 CCR 4683)

- ☐ A condition exists that poses an emergency or urgent threat to the health or safety of students ~~pupils~~ or staff including 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 students ~~pupils~~ or staff; ~~or~~ structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.

_____ A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and or paper towels or functional hand dryers.

_____ The school has not kept all restrooms open during school hours when students ~~pupils~~ are not in classes and has not kept a sufficient number of restrooms open during school hours when students ~~pupils~~ are in classes. This does not apply when temporary closing of the restroom is necessary for student ~~pupil~~ safety or to make repairs.

4. ~~High school exit exam intensive instruction and services: (Education Code 35186)~~

_____ ~~Pupils who have not passed the high school exit exam by the end of grade 12 were not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after the completion of grade 12.~~

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students ~~pupils~~ or staff.

Please file this complaint at the following location:

(principal or title of designee of the Superintendent)

(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(signature)

(date)

Exhibit MADERA UNIFIED SCHOOL DISTRICT
version: December 13, 2011 Madera, California

Madera USD

Board Policy

Dropout Prevention

BP 5147

Students

The Governing Board recognizes that regular school attendance is critical to student learning and achievement. The Board desires to provide a learning environment that engages students, helps them become self-motivated, encourages regular attendance, and enables them to meet district standards and to graduate. expects all students to remain in school until graduation in order to acquire critical knowledge and skills and be prepared for postsecondary education and/or employment. The Superintendent or designee shall identify factors that impede student success in school and shall implement integrated, systemic support and strategies that address dropout prevention and promote timely intervention and recovery.

(cf. 5113—Absences and Excuses)

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

(cf. 6162.52—High School Exit Examination)

The Superintendent or designee ~~shall develop strategies to identify and serve students at all grade levels who are at risk of dropping out of school. Students may be identified on the basis of indicators such as frequent absenteeism, truancy, or tardiness; below-grade-level achievement; or personal, social, health, or economic concerns that may make a student more likely to drop out of school.~~ in collaboration with community agencies and organizations as appropriate, shall develop districtwide and schoolwide strategies that support regular school attendance for all students. Dropout prevention strategies shall include efforts to provide a safe and positive learning environment that engages and motivates students, encourages students' connectedness to the schools, offers meaningful educational opportunities, and promotes student health and well-being.

(cf. 5113.1—Truancy)

(cf. 5123—Promotion/Acceleration/Retention)

(cf. 5136 - Gangs)

(cf. 5137 - Positive School Climate)

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

(cf. 6171 - Title I Programs)

(cf. 5149—At-Risk Students)

(cf. 6164.2—Guidance/Counseling Services)

(cf. 6164.5—Student Success Teams)

(cf. 6178—Vocational Education)

~~(cf. 6178.1 – Work Experience Education)~~
~~(cf. 6179 – Supplemental Instruction)~~
~~(cf. 6173 - Education for Homeless Children)~~
~~(cf. 6173.1 - Education for Foster Youth)~~
~~(cf. 6173.2 - Education of Children of Military Families)~~
~~(cf. 6175 - Migrant Education Program)~~

~~The school site council at each school shall develop a comprehensive school plan for student retention in accordance with law, Board policy, and administrative regulation. The plan shall be designed to help reduce student absenteeism and dropout rates and to improve student achievement. In addition, the Superintendent or designee shall develop strategies to provide targeted support to individual students who are at risk of dropping out of school. Students may be identified based on indicators such as chronic absenteeism, truancy, or tardiness; below-grade-level academic achievement as evidenced by student assessment results and/or teacher evaluations; and personal, social, health, or economic circumstances that may affect student performance and behavior in school.~~

~~(cf. 0420 – School Plans/Site Councils)~~
~~(cf. 5113 - Absences and Excuses)~~
~~(cf. 5113.1 - Chronic Absence and Truancy)~~
~~(cf. 5123 - Promotion/Acceleration/Retention)~~
~~(cf. 6162.5 - Student Assessment)~~
~~(cf. 6162.51 - State Academic Achievement Tests)~~
~~(cf. 6162.52 - High School Exit Examination)~~
~~Outreach Consultants~~

~~The Superintendent or designee shall ensure that eligible schools have outreach consultants to help meet the needs of at risk students.~~

~~Priority shall be given to placing outreach consultants in schools that have at least 50 percent of students eligible for the federal free and reduced price lunch program and that are eligible for Title I funds pursuant to 20 USC 6301-6322. (Education Code 41506)~~

~~(cf. 3553 – Free and Reduced Price Meals)~~
~~(cf. 6171 – Title I Programs)~~

~~Outreach consultants shall: (Education Code 52890)~~

~~1. — If hired after January 1, 2004, possess a Dropout Prevention Specialist Certificate from a California State University or enroll in a Dropout Prevention Specialist Certificate program within 90 days of the date of hire~~

~~(cf. 4112.2 – Certification)~~

~~2. — Demonstrate knowledge of local alternative educational programs and employ those programs to respond to the differential needs and unique learning styles of students~~

- ~~3. Demonstrate knowledge of local community agencies and community programs to recruit those agencies and programs to assist in the physical or psychological remediation of students~~
- ~~4. Utilize local school programs, options, and opportunities to assist students in locating, securing, or retaining employment~~
- ~~5. Utilize techniques that enhance interpersonal communication, self-understanding, self-disclosure, and depth-level sharing~~
- ~~6. Employ appropriate methods to create circumstances necessary so that change is permitted and encouraged in individuals, programs, and institutions~~
- ~~7. Be responsible for supervising, instructing, conducting negotiations with, and advising students and adults~~

Strategies to support students at risk of dropping out of school may include, but are not limited to:

1. Meetings and/or home visits with the student and parent/guardian to identify and address barriers to the student's success and inform them of the state's compulsory education law

(cf. 6020 - Parent Involvement)

2. Individualized instruction that responds to the needs and unique learning styles of students

3. Supplemental instruction during or outside the school day that is designed to help students overcome academic deficiencies

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer Learning Programs)

(cf. 6179 - Supplemental Instruction)

4. Enrollment in alternative or specialized educational programs

(cf. 6158 - Independent Study)

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

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6178 - Career Technical Education)

(cf. 6178.2 - Regional Occupational Center/Program)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

5. Assistance locating employment or work-based learning opportunities which link classroom learning with real-world experiences

(cf. 5113.2 - Work Permits)

(cf. 6178.1 - Work-Based Learning)

6. Academic guidance and personal counseling services

(cf. 6164.2 - Guidance/Counseling Services)

7. Referral to a student success team, school attendance review board, or other team that addresses persistent attendance problems

(cf. 6164.5 - Student Success Teams)

8. Referral to school and/or community support services, such as a student assistance program, health services, social services, a substance abuse program, and other resources

(cf. 1020 - Youth Services)

(cf. 5030 - Student Wellness)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.6 - School Health Services)

9. Continued monitoring of student attendance

10. Employment of qualified outreach consultants to perform duties related to dropout identification, prevention, intervention, and recovery as assigned

The strategies may be incorporated into the district's local control and accountability plan and linked to district goals for student engagement, school climate, and student achievement.

(cf. 0450 - Comprehensive School Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee shall ensure that employees are trained to support at-risk students and are prepared to implement intervention strategies or to make appropriate referrals to support services.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

When a student leaves school prior to the end of a school year, or when a student successfully completed the prior school year but did not begin attending the next grade or school that he/she was expected to attend or had pre-registered to attend, the Superintendent or designee shall make efforts to determine whether the student has dropped out or has transferred to another educational

setting. The Superintendent or designee may contact the student's parents/guardians to verify school enrollment and, if necessary, shall implement intervention and recovery efforts.

The Superintendent or designee shall annually report to the Board on measures of student engagement, including school attendance rates, chronic absenteeism rates, middle school and high school dropout rates, and high school graduation rates. The Board shall monitor district progress in increasing student retention in school and may require revisions in district plans and strategies as needed.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

35160 Authority of governing board

~~41505-41508 Pupil Retention Block Grant~~

~~48260-48273 Truancy~~

48400-48403 Compulsory continuation education

48430-48438 Continuation education

48660-48667 Community day schools

49600-49604 Educational counseling

51260-51269 Gang and substance abuse prevention curriculum

51745-51749.3 Independent study

52060-52077 Local control and accountability plan

52300-52334 Regional Occupational Centers

52890 Qualifications and duties of outreach consultants

54690-54697 Partnership academies

60900-60901 California Longitudinal Pupil Achievement Data System

64000-64001 Single plan for student achievement

~~REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS~~

~~52014 Inclusion of activities in plan~~

~~52015 Components of plan~~

~~52900-52904 Alternative education and work centers for school dropouts~~

~~54660-54669 Elementary and Secondary School Dropout Prevention Act~~

~~54720-54735 School-based pupil motivation and maintenance program~~

~~58550-58562 Educational clinics~~

WELFARE AND INSTITUTIONS CODE

18986.40-18986.46 Interagency children's services programs

UNITED STATES CODE, TITLE 20

6301-6322 Title I programs

Management Resources:

WEB SITES

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

~~California Dropout Prevention Network: <http://www.edualliance.org/edpn>~~

~~National Dropout Prevention Center: <http://www.dropoutprevention.org>~~

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

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

California Dropout Research Project: <http://www.cdrp.ucsb.edu>

California Student Assistance Program Resource Center: <http://www.casapresources.org>

National Dropout Prevention Center: <http://www.dropoutprevention.org>

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

Policy MADERA UNIFIED SCHOOL DISTRICT
adopted: December 13, 2011 Madera, California

DELETED

BP 5149 has been incorporated into BP 5147

Madera USD

Board Policy

At-Risk Students

~~BP 5149-~~

~~Students~~

~~The Governing Board recognizes that personal, social, health, and economic circumstances of children and families sometimes place students at risk of school failure. The Board believes, however, that each student can succeed in meeting district academic standards with appropriate educational programs and support services.~~

~~(cf. 6011—Academic Standards)~~

~~(cf. 6146.1—High School Graduation Requirements)~~

~~(cf. 6146.5—Elementary/Middle School Graduation Requirements)~~

~~(cf. 6162.52—High School Exit Examination)~~

~~District assessments and ongoing classroom evaluations shall be used to identify students performing below grade level or at risk of failing to meet district standards. The Superintendent or designee shall develop strategies to address the needs of at-risk students, which may include but are not limited to instructional strategies responsive to the needs of individual students, provision of supplemental instruction outside the regular school day, provision of effective support services, parent involvement, and/or enrollment in an alternative program.~~

~~(cf. 0420—School Plans/Site Councils)~~

~~(cf. 0450—Comprehensive Safety Plan)~~

~~(cf. 5030—Student Wellness)~~

~~(cf. 5113.1—Truancy)~~

~~(cf. 5131.6—Alcohol and Other Drugs)~~

~~(cf. 5136—Gangs)~~

~~(cf. 5137—Positive School Climate)~~

~~(cf. 5138—Conflict Resolution/Peer Mediation)~~

~~(cf. 5141.22—Infectious Diseases)~~

~~(cf. 5141.3—Health Examinations)~~

~~(cf. 5141.31—Immunizations)~~

~~(cf. 5141.32—Health Screening for School Entry)~~

~~(cf. 5141.4—Child Abuse Prevention and Reporting)~~

~~(cf. 5141.52—Suicide Prevention)~~

~~(cf. 5146—Married/Pregnant/Parenting Students)~~

~~(cf. 5147—Dropout Prevention)~~

~~(cf. 6142.8—Comprehensive Health Education)~~

~~(cf. 6164.2—Guidance/Counseling Services)~~

DELETED

BP 5149 has been incorporated into BP 5147

~~(cf. 6164.4—Identification and Evaluation of Individuals for Special Education)
(cf. 6164.5—Student Success Teams)
(cf. 6164.6—Identification and Education Under Section 504)
(cf. 6179—Supplemental Instruction)
(cf. 6181—Alternative Schools)
(cf. 6300—Preschool/Early Childhood Education)~~

~~The Superintendent or designee shall ensure that employees are trained to support students and are prepared to implement intervention strategies as needed or to make appropriate referrals.~~

~~(cf. 4131—Staff Development)
(cf. 4231—Staff Development)
(cf. 4331—Staff Development)~~

~~The Superintendent or designee shall establish a student assistance program to help coordinate the district's learning support programs including education, prevention, early identification, intervention, referral, and support services, into an integrated delivery system.~~

~~The district's program for at risk students shall emphasize coordination between site, district, and community based programs in order to ensure effective implementation and shared accountability.~~

Legal Reference:

EDUCATION CODE

~~8800-8807 Healthy Start support services for children
11500-11506 Programs to encourage parent involvement
35160 Authority of governing boards
35183 Gang-related apparel
41505-41508 Pupil Retention Block Grant
41510-41514 School Safety Consolidated Competitive Grant
44049 Report of alcohol or controlled substance abuse
48260-48273 Truancy
48400-48454 Continuation education
48660-48666 Community day schools
49400-49409 Student health
49450-49457 Physical examinations of students
49600-49604 Educational counseling
51266-51266.5 Gang and substance abuse prevention curriculum
51268 Collaboration re drug, alcohol and tobacco prevention
51745-51749.3 Independent study programs
52200-52212 Gifted and Talented Pupil Program
52800-52887 School Based Program Coordination Act
54400-54425 Programs for disadvantaged children~~

DELETED

BP 5149 has been incorporated into BP 5147

~~54440-54445 Migrant children~~

~~54740-54749.5 California School Age Families~~

~~56000-56001 Special education programs~~

~~56302 Identification and assessment of needs for individuals with disabilities~~

~~REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS~~

~~52014 Inclusion of activities in plan~~

~~52015 Components of plan~~

~~54685-54686.2 Early Intervention for School Success Program~~

~~HEALTH AND SAFETY CODE~~

~~11802 Joint school-community alcohol abuse primary education and prevention program~~

~~120325-120380 Immunizations~~

~~121475-121520 Tuberculosis tests for students~~

~~124025-124110 Child health and disability prevention program~~

~~PENAL CODE~~

~~11164-11174.3 Child abuse and neglect reporting~~

~~WELFARE AND INSTITUTIONS CODE~~

~~4343-4360 Primary intervention programs—mental health~~

~~4370-4390 School-based early mental health intervention and prevention~~

~~18975-18979 Child abuse prevention training~~

~~18986.40-18986.46 Interagency children's services programs~~

~~CODE OF REGULATIONS, TITLE 5~~

~~11900-11935 Healthy Start program~~

~~UNITED STATES CODE, TITLE 20~~

~~6301-6578 Title I programs~~

~~Management Resources:~~

~~WEB SITES~~

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

~~Policy MADERA UNIFIED SCHOOL DISTRICT~~

~~adopted: December 13, 2011 Madera, California~~

Madera USD

Board Policy

History-Social Science Instruction

BP 6142.94

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 believes that the study of history and other social sciences is essential to prepare students to engage in responsible citizenship, comprehend complex global interrelationships, and understand the vital connections among the past, present, and future. The district's history-social science education program shall be designed to develop students' knowledge of historical events within a chronological and geographic context and shall include, at appropriate grade levels, instruction in American and world history, geography, economics, political science, anthropology, psychology, and sociology.

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

The Board shall adopt academic standards for history-social science which meet or exceed state content standards and describe the knowledge and skills that students shall be expected to achieve at each grade level.

(cf. 6011 - Academic Standards)

The Superintendent or designee shall develop a comprehensive, sequential curriculum that is aligned with the district standards and is consistent with the state's curriculum framework. At each grade level, the curriculum shall integrate age-appropriate instruction designed to develop student achievement in the following areas:

1. Knowledge and cultural understanding, including historical, ethical, cultural, geographic, economic, and sociopolitical literacy

2. Democratic understanding and civic values, including an understanding of national identity; constitutional heritage; and an individual's civic values, rights, and responsibilities

3. Skills attainment and social participation, including basic study skills, critical thinking skills, and participation skills that are essential for effective citizenship

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6142.3 - Civic Education)

(cf. 6142.4 - Service Learning/Community Service Classes)

The district's history-social science curriculum shall include a multicultural education component which is designed to teach students to respect and appreciate cultural diversity and different points of view while also developing their understanding of commonalities and collective experiences. The curriculum shall reflect the experiences of men and women and of various cultural, ethnic, racial, religious, and social groups and their contributions to the history, life, and culture of the local community, California, the United States, and other nations.

(cf. 6115 - Ceremonies and Observances)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

The Board shall adopt standards-aligned instructional materials for history-social science in accordance with applicable law, Board policy, and administrative regulation. In addition, teachers are encouraged to supplement the curriculum through the use of biographies, original documents, diaries, letters, legends, speeches, other narrative artifacts, and literature from and about the period being studied.

(cf. 0400 - District Technology Plan)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 6161 - Equipment, Books and Materials)

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

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6162.6 - Use of Copyrighted Materials)

(cf. 6163.1 - Library Media Centers)

The Superintendent or designee shall provide a standards-based professional development program designed to increase teachers' knowledge of adopted instructional materials and instructional strategies for teaching history-social science.

(cf. 4131 - Staff Development)

The Superintendent or designee shall regularly evaluate and report to the Board regarding the implementation and effectiveness of the history-social science curriculum at each grade level, including, but not limited to, the extent to which the program is aligned with state standards, ~~test results from the Standardized Testing and Reporting Program at applicable grade levels~~, any applicable student assessment results, and feedback from students, parents/guardians, and staff regarding the program.

(cf. 0500 - Accountability)

(cf. 6162.51 - Standardized Testing and Reporting Program)

Legal Reference:

EDUCATION CODE

33540 History-social science curriculum framework
51204 Course of study designed for student's needs
51204.5 History of California; contributions of men, women, and ethnic groups
51210 Course of study, grades 1-6
51220 Course of study, grades 7-12
51220.2 Instruction in legal system; teen or peer court programs
51221 Social science course of study, inclusion of instruction in use of natural resources
51221.3-51221.4 Instruction on World War II and Vietnam War; use of oral histories
51225.3 High school graduation requirements
60040-60051 Criteria for instructional materials
60119 Public hearing on the sufficiency of instructional materials
60200-60206 Instructional materials, grades K-8
60400-60411 Instructional materials, grades 9-12
60420-60424 Instructional Materials Funding Realignment Program
60640-60649 Standardized Testing and Reporting Program
99200-99206 Subject matter projects

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

History-Social Science Framework for California Public Schools, Kindergarten Through Grade Twelve, rev. 2005

Model Curriculum for Human Rights and Genocide, 2000

History-Social Science Content Standards for California Public Schools, Kindergarten Through Grade Twelve, October 1998

WEB SITES

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

California Council for the Humanities: <http://www.calhum.org>

California Council for the Social Studies: <http://www.ccass.org>

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

California History-Social Science Course Models:

<http://www.history.ctaponline.org>

California Subject Matter Project: <http://csmp.ucop.edu>

National Association for Multicultural Education: <http://www.nameorg.org>

National Council for History Education: <http://www.nche.net>

Policy MADERA UNIFIED SCHOOL DISTRICT

adopted: December 13, 2011 Madera, California

Madera USD

Administrative Regulation

Certificate Of Proficiency/High School Equivalency

AR 6146.2

Instruction

Certificate of Proficiency

The principal of each school maintaining grades 11 and 12 shall distribute to each student in those grades an announcement explaining the California High School Proficiency Examination (CHSPE). ~~When announcements from the California Department of Education (CDE) or its contractor are received, this information~~ shall be distributed early enough to enable interested students to register for the test to be given in the fall of that year. (5 CCR 11523)

(cf. 5145.6 - Parental Notifications)

The principal also shall advise students that the certificate of proficiency awarded upon passing the CHSPE, while equivalent to a high school diploma, is not the equivalent of completing all coursework required for high school graduation and therefore students should contact the admissions office of the college or university they are interested in attending to determine if the certificate satisfies college admission requirements.

Any student may take the CHSPE if he/she meets one of the following conditions: (Education Code 48412)

1. Is age 16 or older
2. Has been enrolled in the 10th grade for one school year or longer
3. Will complete one school year of enrollment in 10th grade at the end of the semester during which the CHSPE will be administered

If a student receives the ~~proficiency certificate~~ certificate of proficiency, the district shall indicate the student's accomplishment and the date of the ~~proficiency certificate~~ award on the student's official transcript. (5 CCR 11521)

(cf. 5125 - Student Records)

Any student who has received the certificate of proficiency may be exempted from compulsory school attendance upon his/her request with verified parent/guardian consent: as appropriate (Education Code 48410)

(cf. 5112.1 - Exemptions from Attendance)

The consent form to be exempted from compulsory school attendance shall be provided by the Superintendent or designee and shall contain at least the following information: (5 CCR 11522)

1. A general explanation of the student's rights of exemption from compulsory attendance and of re-enrollment in the public schools
2. The date of issuance of the certificate of proficiency
3. The signature of the parent/guardian and the date
4. The signature of the school administrator who has personally confirmed the authenticity of the parent/guardian's signature and the date

If a student age 16 or 17 terminates his/her enrollment after receiving the high school proficiency certificate, he/she may re-enroll in the district with no adverse consequences. If he/she subsequently terminates enrollment again, he/she may be denied re-enrollment until the beginning of the following semester. (Education Code 48414)

(cf. 6184 - Continuation Education)

High School Equivalency Certificate/~~GED~~

An eligible person may earn a high school equivalency certificate by passing a general educational development test designated by the State Board of Education pursuant to Education Code 51420, including the General Educational Development (GED) test, the High School Equivalency Test (HiSET), or the Test Assessing Secondary Completion (TASC).

Any person is eligible to take ~~the General Educational Development~~ a test leading to a high school equivalency certificate if he/she is a resident of California or a member of the armed forces assigned to duty in California and meets any one of the following criteria: (Education Code 51420; 5 CCR 11532)

1. Is 18 years of age or older, or is within 60 days of his/her 18th birthday, regardless of enrollment status
2. Is not currently enrolled in school and is within 60 days of when he/she would have graduated from high school had he/she remained in school and followed the usual course of study

3. Is 17 years of age, has been out of school for at least 60 consecutive days, and provides a letter of request for the test from the military, a postsecondary educational institution, or a prospective employer
4. Is 17 years of age, has accumulated fewer than 100 units of high school credit, is confined to a state or county hospital or to an institution maintained by a state or county correctional facility, and meets other criteria listed in 5 CCR 11532
5. Is 17 years of age, has accumulated fewer than 100 units of high school credit prior to enrollment in a an academic program offered by a dropout recovery high school's academic program school as defined in Education Code 52052, and has successfully completed the dropout recovery high school's instructional program which is aligned to state standards, offers the opportunity for a high school diploma, and provides services for at least one year

~~Dropout recovery high school is a high school in which 50 percent or more of its students have been designated as dropouts pursuant to exit/withdrawal codes developed by the CDE. (Education Code 52052)~~

Regulation MADERA UNIFIED SCHOOL DISTRICT
approved: August 8, 2000 Madera, California
revised: May 22, 2012
revised: October 23, 2012

Madera USD

Administrative Regulation

Behavioral Interventions For Special Education Students

AR 6159.4

Instruction

~~A special education student's behavior shall be subject to the disciplinary measures applicable to all students for such infractions unless it is a serious behavior problem as defined below.~~

Generally, any student identified as a student with a disability pursuant to the Individuals with Disabilities Education Act, 20 USC 1400-1482, is subject to the same disciplinary measures applicable to all students for violations of the code of conduct, except when the student's behavior is determined to be a manifestation of his/her disability.

(cf. 5131 - Conduct)

(cf. 5144 - Discipline)

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

~~More serious behavioral problems shall be addressed through the systematic use of behavioral and emergency interventions as provided below.~~

Definitions

~~Serious behavioral problems are behaviors which are self injurious, assaultive or cause property damage, and other severe behavior problems that are pervasive and maladaptive for which instructional/behavioral approaches specified in the student's individualized education program (IEP) are found to be ineffective. —(5 CCR 3001)~~

~~Behavioral intervention is a systematic implementation of procedures that result in lasting positive changes in the individual's behavior. "Behavioral intervention" means the design, implementation and evaluation of individual or group instructional and environmental modifications, including programs of behavioral instruction, to produce significant improvements in human behavior through skill acquisition and the reduction of problematic behavior. Behavioral interventions are designed to provide the individual greater access to a variety of community settings, social contacts and public events and ensure the individual's right to placement in the least restrictive environment, pursuant to the student's IEP. — The use of behavioral interventions shall not cause pain or trauma, shall respect the individual's human dignity and personal privacy, and shall assure his/her physical freedom, social interaction and individual choice. —(5 CCR 3001)~~

~~Behavior intervention plan is a written document which is developed when the student exhibits a serious behavior problem that significantly interferes with the implementation of the student's IEP.~~

~~Behavioral intervention case manager is a designated certificated school/ district/county staff member or other qualified personnel contracted by the district or county office, and trained in behavior analysis with emphasis on positive behavioral interventions. (5 CCR 3001)~~

~~Behavioral emergency is the demonstration of a serious behavior problem which has not previously been observed and for which a behavioral intervention plan has not been developed, or for which a previously designed behavioral intervention is not effective. (5 CCR 3001)~~

However, when the behavior of a student with a disability impedes his/her learning or the learning of others, the student's individualized education program (IEP) team shall consider the use of positive behavioral interventions and supports and other strategies consistent with 20 USC 1414(d) to address the student's behavior. (Education Code 56521.2; 34 CFR 300.324)

If, pursuant to a manifestation determination conducted as specified in 34 CFR 300.530, the student's behavior is determined to be a manifestation of his/her disability, the IEP team shall conduct a functional behavioral assessment (FBA) and implement a behavioral intervention plan (BIP) for the student. If a BIP is already in place for the student, the IEP team shall review and modify the BIP to address the student's behavior. (Education Code 56520; 34 CFR 300.324, 300.530)

In addition, when the disciplinary removal of a student with a disability will result in a change in the student's placement as specified in 34 CFR 300.530, the student shall receive an FBA and behavioral intervention services and modifications designed to address the student's behavior so that it does not recur. (34 CFR 300.530)

~~Functional Analysis Assessment~~

~~When a special education student's serious behavioral problem significantly interferes with implementing the goals and objectives of his/her IEP, the student's IEP team shall determine whether the instructional/behavioral approaches specified in the student's IEP have proven ineffective. If the IEP team finds that these approaches have been ineffective, a functional analysis assessment shall be conducted. (5 CCR 3052)~~

~~(cf. 6159—Individualized Education Program)~~

~~Before a functional analysis assessment begins, parents/guardians shall be notified and consent obtained pursuant to Education Code 56321. No such assessment shall preclude a parent/guardian from requesting a functional analysis assessment on the basis of language and speech disorders or specific learning disabilities. (5 CCR 3052)~~

~~(cf. 6159.1—Procedural Safeguards and Complaints for Special Education)~~

~~The functional analysis assessment shall be conducted by, or be under the supervision of, a person with documented training in behavior analysis with an emphasis on positive behavioral interventions. This staff shall: (5 CCR 3052)~~

1. ~~Observe the targeted inappropriate behavior, its frequency, duration and intensity~~
2. ~~Observe events immediately preceding the behavior~~
3. ~~Observe the consequences of the behavior to determine the purpose it serves for the student~~
4. ~~Analyze the environment in which the behavior most frequently occurs~~
5. ~~Analyze records for medical and health factors which may influence behavior~~
6. ~~Review the history of the behavior, including the effectiveness of interventions used in the past~~

~~The parent/guardian shall receive a complete written report of the assessment. The report shall include: (5 CCR 3052)~~

1. ~~A description of the nature and severity of the targeted behavior(s) in objective and measurable terms~~
2. ~~A description of the targeted behavior that includes baseline data and an analysis of the antecedents and consequences that maintain the behavior and a functional analysis of the behavior across all appropriate settings in which it occurs~~
3. ~~A description of the rate of alternative behaviors, their antecedents and consequences~~
4. ~~A proposed behavioral intervention plan for consideration by the IEP team.~~

Functional Behavioral Assessment

Any FBA to be conducted for a student with a disability shall focus on identifying the function or purpose of the student's behavior.

Before any FBA is conducted, the Superintendent of designee shall notify the student's parent/guardian in accordance with Education Code 56321 and obtain the parent/guardian's consent. (Education Code 56321; 34 CFR 300.324)

(cf. 5145.6 - Parental Notifications)

(cf. 6159 - Individualized Education Program)

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

If the parent/guardian disagrees with the result of an FBA, he/she has the right to obtain an independent educational evaluation at district expense, subject to the conditions specified in 34 CFR 300.502.

Behavioral Intervention Plan and Services

~~Within 10 business days after removing a student for more than 10 school days in a school year or commencing a removal that constitutes a change in placement, the district shall implement a behavioral intervention plan in accordance with 34 CFR 300.520, Board policy and administrative regulation.~~

~~(cf. 5144.2—Suspension and Expulsion/Due Process (Students with Disabilities))~~

~~Based on the functional assessment, the IEP team shall meet to determine whether a behavioral intervention plan is needed. If such a plan is needed, the IEP team shall be expanded to include a behavioral intervention case manager, qualified staff knowledgeable of the student's health needs, and others with expertise as deemed necessary by the parent/guardian, district or Special Education Local Plan Area (SELPA). This team shall develop a written behavioral intervention plan which includes: (5 CCR 3001)~~

- ~~1. A summary of relevant and determinative information gathered from the functional analysis assessment~~
- ~~2. An objective and measurable description of the targeted maladaptive behavior(s) and replacement positive behavior(s)~~
- ~~3. The student's goals and objectives specific to the behavioral intervention plan~~
- ~~4. A detailed description of interventions to be used and the circumstances for their use~~
- ~~5. Specific schedules for recording the frequency of intervention use and the frequency of the targeted and replacement behaviors, including specific criteria for discontinuing an intervention for lack of effectiveness or replacing it with a specified and identified alternative~~
- ~~6. Criteria by which the procedure will be faded or phased out, or less intense/restrictive intervention schedules or techniques that will be used~~
- ~~7. Those behavioral interventions which will be used in the home, residential facility, work site or other noneducational settings~~
- ~~8. Specific dates when the IEP team will periodically review the efficacy of the program~~
- ~~9. The frequency of the consultation to be provided by the behavioral intervention case manager to the staff and parents/guardians who are responsible for implementing the plan~~

~~Based on the results of the functional analysis assessment, interventions specified in the plan may include: (5 CCR 3052)~~

- ~~1. Altering the identified antecedent event to prevent the occurrence of the behavior~~
- ~~2. Teaching the student alternative behaviors that produce the same consequences as the~~

inappropriate behavior

3. ~~Teaching the student adaptive behaviors which ameliorate negative conditions that promote the display of inappropriate behaviors~~

4. ~~Manipulating the consequences for the display of inappropriate behaviors and alternative, acceptable behaviors, so that the alternative behaviors more effectively produce desired outcomes~~

Acceptable responses to targeted behavior may include, but are not limited to, one or more of the following: ~~(5 CCR 3052)~~

1. ~~The behavior is ignored, but not the student.~~

2. ~~The student is verbally or verbally and physically redirected to an activity.~~

3. ~~The student is provided with feedback.~~

4. ~~The message of the behavior is acknowledged.~~

5. ~~A brief physical prompt is provided to interrupt or prevent aggression, self-abuse or property destruction.~~

The behavioral intervention plan shall become a part of the student's IEP and shall be sufficiently detailed so as to direct the plan's implementation. ~~(5 CCR 3052)~~

A copy of the behavioral intervention plan shall be provided to the person or agency responsible for implementation in noneducational settings. ~~(5 CCR 3001)~~

At intervals scheduled by the IEP team, the behavioral intervention case manager, parent/guardian and others as appropriate shall evaluate the effectiveness of the behavioral intervention plan in accordance with law. This review may be conducted in meetings, by telephone conference, or by other means, as agreed upon by the IEP team. ~~(5 CCR 3052)~~

If the IEP team determines that changes in the behavioral intervention plan are necessary, the teacher and behavioral intervention case manager shall conduct additional functional analysis assessments and, based on the outcomes, propose changes to the plan. ~~(5 CCR 3052)~~

The parent/guardian and the behavioral intervention case manager or qualified designee may make minor modifications without an IEP team meeting. The parent/guardian shall be notified of the need for modification and shall be able to review the existing program evaluation data prior to implementing the modification. Parents/guardians shall be informed of their right to question any modification to the plan through the IEP procedures. ~~(5 CCR 3052)~~

The IEP team also may include in the plan contingency schedules for altering specified procedures, their frequency or their duration, without reconvening the IEP team. ~~(5 CCR 3052)~~

When any behavioral intervention, support, or other strategy is to be used by the district, the Superintendent or designee shall consider the student's physical freedom and social interaction, administer the intervention, support, or other strategy in a manner that respects the student's dignity and personal privacy, and ensure the student's right to be placed in the least restrictive educational environment. (Education Code 56520)

When a student for whom a BIP is to be developed is also the responsibility of another agency for residential care or related services, the Superintendent or designee shall cooperate with the other agency to ensure that the BIP, to the extent possible, is implemented in a consistent manner. (Education Code 56520)

Behavior assessments and behavioral intervention services shall be provided only by individuals who possess the qualifications specified in Education Code 56525 or 5 CCR 3065.

Emergency Interventions

~~Emergency interventions not specified in a student's behavioral intervention plan shall be used only when necessary to control unpredictable, spontaneous behavior which poses clear and present danger of serious physical harm to the student or others and which cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be used as a substitute for systematic behavioral intervention plans. (5 CCR 3052)~~

Emergency interventions may be used only to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be used as a substitute for a systematic BIP that is designed to change, replace, modify, or eliminate a targeted behavior. (Education Code 56521.1)

~~Only emergency interventions approved by the SELPA may be used. No emergency intervention shall be used for longer than is necessary to contain the behavior. Upon prolonged use of an emergency intervention, staff shall seek assistance of the principal or law enforcement agency, as applicable to the situation. (5 CCR 3052)~~

No emergency intervention shall be used for longer than is necessary to contain the behavior. For any situation that requires a prolonged use of an emergency intervention, staff shall seek assistance of the principal or law enforcement agency, as applicable to the situation. (Education Code 56521.1)

~~Parents/guardians shall be notified within one school day whenever emergency intervention is used or serious property damage occurs. A behavior emergency report shall immediately be completed, kept in the student's file, and forwarded to the Superintendent or designee for review. This report shall include: (5 CCR 3052)~~

Emergency interventions shall not involve the use of force exceeding what is reasonable and necessary under the circumstances. In addition, use of locked seclusion or a device, material, or

objects that simultaneously immobilize all hands and feet shall not be allowed except as allowed by law. (Education Code 56521.1)

Parents/guardians and, if appropriate, residential care providers shall be notified within one school day whenever emergency intervention is used or serious property damage occurs. A behavior emergency report shall immediately be completed, kept in the student's file, and forwarded to the Superintendent or designee for review. This report shall include all of the following information: (Education Code 56521.1)

1. The name and age of the student
2. The setting and location of the incident
3. The name of the staff or other persons involved
4. A description of the incident and the emergency intervention used
5. A statement of whether the student is currently engaged in a systematic ~~behavioral-intervention plan~~ BIP
6. Details of any injuries sustained by students or others, including staff, as a result of the incident

If the behavior emergency report is for a student who does not have a ~~behavioral-intervention plan~~ BIP, the Superintendent or designee shall, within two days, schedule an IEP team meeting to review the emergency report, determine the necessity for a ~~functional analysis assessment~~ an FBA, and determine the necessity for an interim ~~behavioral-intervention plan~~ BIP. The IEP team shall document the reasons for not conducting ~~an assessment~~ the FBA and/or not developing ~~an the interim plan~~ BIP. ~~(5 CCR 3052)~~ (Education Code 56521.1)

If the behavior emergency report is for a student who has a ~~behavioral-intervention plan~~ BIP, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective shall be referred to the IEP team. The IEP team shall review the incident and determine whether the student's plan needs to be modified. ~~(5 CCR 3052)~~ (Education Code 56521.1)

Prohibited Interventions

The district prohibits ~~any the~~ use of ~~the following: (5 CCR 3052)~~ corporal punishment as defined in Education Code 49001 as an intervention. In addition, the district prohibits all of the following: (Education Code 56521.2)

1. Any intervention designed or likely to cause physical pain, including, but not limited to, electric shock
2. Any intervention that involves the release of ~~releasing~~ noxious, toxic or otherwise

unpleasant sprays, mists or substances near the student's face

3. Any intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort or access to the bathroom facilities
4. Any intervention that is designed to subjects, used to subject, or likely to subject the student to verbal abuse, ridicule, humiliation or that can be expected to cause excessive emotional trauma
5. Any restrictive intervention that uses a device, Use of any material, or objects which simultaneously immobilize all hands and feet, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained staff as a limited emergency intervention
6. Locked seclusion, unless in a facility otherwise licensed or permitted by state law to use a locked room
7. Any intervention that precludes adequate supervision of the student
8. Any intervention that deprives the student of one or more of his/her senses
9. Force exceeding what is reasonable and necessary under the circumstances

Legal Reference:

EDUCATION CODE

49001 Prohibition of corporal punishment

56321 Notice of parental rights; consent of parents

56500-56508 Procedural safeguards, including due process rights

56520-~~56524~~ 56525 Behavioral Interventions

CODE OF REGULATIONS, TITLE 5

~~3001—Definitions~~

~~3065~~ Staff qualifications – related services

~~3052—Designated positive behavioral interventions~~

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act, especially:

1412 State eligibility

1415 Procedural safeguards

CODE OF FEDERAL REGULATIONS, TITLE 34

300.1-300.818 Assistance to states for the education of students with disabilities

Management Resources:

FEDERAL REGISTER

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

WEB SITES

Behavior Analyst Certification Board: <http://www.calaba.org/bacb.shtm>
U.S. Department of Education, Office of Special Education Programs:
<http://www2.ed.gov/about/offices/list/osep>

Regulation MADERA UNIFIED SCHOOL DISTRICT
approved: December 13, 2011 Madera, California
revised: October 29, 2014

Madera USD

Board Policy

Gifted And Talented Student Program

BP 6172

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 believes that all students deserve an education that challenges them to meet their fullest potential reach their full potential. The ~~Board~~ District shall provide gifted and talented students in grades K-12 with opportunities for learning commensurate with their particular abilities and talents.

(cf. 0200 - Goals for the School District)
(~~cf. 0420.1 – School-Based Program Coordination~~)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 6000 - Concepts and Roles)

~~The Board shall approve a district plan for gifted and talented education (GATE) which meets criteria established by the State Board of Education for program approval.~~

The Superintendent or designee shall identify students for the district's gifted and talented education (GATE) program on the basis of demonstrated or potential intellectual development, creative ability, consistently high achievement levels, academic ability in particular subject area(s), leadership ability, and/or performing and visual arts talent.

The Superintendent or designee shall provide all eligible students, including economically disadvantaged students, English learners, and students of varying cultural backgrounds, with full opportunities to participate in the GATE program and shall provide special counseling or services as necessary to help such students to succeed in the program.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6174 - Education for English Language Learners)

The district's GATE program shall be designed to provide articulated learning experiences across subjects and grade levels and shall ~~be aligned with and extend~~ meet or exceed the state academic content standards and curriculum frameworks.

(cf. 6011 - Academic Standards)
(cf. 6142.6 - Visual and Performing Arts Education)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)
(cf. 6142.93 - Science Instruction)
(cf. 6142.94 - History-Social Science Instruction)
(cf. 6178 - Career Technical Education)

Identification of Gifted and Talented Students

Students may be identified for the GATE program on the basis of demonstrated or potential abilities in any one or more of the following categories: (Education Code 52202; 5 CCR 3822)

1. Intellectual Ability: The student demonstrates extraordinary or potential for extraordinary intellectual development.
2. Creative Ability: The student characteristically perceives unusual relationships among aspects of the student's environment and among ideas, overcomes obstacles to thinking and doing, and/or produces unique solutions to problems.
3. Specific Academic Ability: The student functions at highly advanced academic levels in particular subject areas.
4. Leadership Ability: The student displays the characteristic behaviors necessary for extraordinary leadership.
5. High Achievement: The student consistently produces advanced ideas and products and/or attains exceptionally high scores on achievement tests.
6. Performing and Visual Arts Talent: The student originates, performs, produces, or responds at extraordinarily high levels in the arts.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 6142.6 - Visual and Performing Arts Education)

Instructional Components

~~The district's GATE program may include special day classes, part-time groupings, and cluster groupings which shall be planned and organized as an integrated, differentiated learning experience within the regular school day. This program may be augmented or supplemented with other differentiated activities related to the core curriculum using such strategies as independent study, acceleration, postsecondary education, and enrichment. (Education Code 52206; 5 CCR 3840)~~

~~(cf. 5123 - Promotion/Acceleration/Retention)
(cf. 6141.5 - Advanced Placement)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6158 - Independent Study)
(cf. 6172.1 - Concurrent Enrollment in College Classes)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer School)~~

~~GATE students may regularly participate, on a planned basis, in special counseling or instructional activity during or outside of the regular school day in order to benefit from additional educational opportunities not provided in the regular classroom. (5 CCR 3840)~~

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

~~In addition, the district may provide specialized services designed to assist underachieving, linguistically diverse, culturally diverse, and/or economically disadvantaged GATE students to achieve at levels commensurate with their abilities. (5 CCR 3840)~~

~~(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 6174 - Education for English Language Learners)~~

~~The district's GATE program shall include an academic component and, as appropriate, instruction in basic skills for each student. (Education Code 52206)~~

Educational opportunities in the district's GATE program may include:

1. Special day classes which are designed to meet specific academic needs of gifted and talented students and are appropriately differentiated from other classes in the same subjects at the school
2. Part-time groupings, in which students attend classes or seminars that are

organized to provide advanced or enriched subject matter for a part of the school day

3. Cluster groupings, in which students are grouped within a regular classroom setting and receive appropriately differentiated activities from the regular classroom teacher

4. Independent study supervised by a certificated district employee and offered through special tutors or mentors or through enrollment in correspondence courses pursuant to Education Code 51740 and 5 CCR 1633

(cf. 6158 - Independent Study)

5. Acceleration, in which students are placed in grade levels or classes more advanced than those of their chronological age group and are provided special counseling and/or instruction outside the regular classroom in order to facilitate their advanced work

(cf. 5123 - Promotion/Acceleration/Retention)

6. Opportunities to attend classes conducted by a college or community college

(cf. 6172.1 - Concurrent Enrollment in College Classes)

7. Advanced Placement classes, International Baccalaureate program, or honors classes

(cf. 6141.5 - Advanced Placement)

8. Supplemental educational activities which augment students' regular educational programs in their regular classrooms and may include the use of advanced materials and/or provide special opportunities from persons other than the regular classroom teacher

In addition, The district's program shall support the social and emotional development of GATE students in order to ~~increase responsibility, self-awareness, and social awareness and adjustment.~~ promote student engagement in school.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

~~Staff development shall be provided to support teachers of GATE students in understanding the unique learning styles and abilities of these students and in~~

~~developing appropriate instructional strategies.~~

~~(cf. 4131 - Staff Development)~~

~~Advisory Committee~~

~~The Superintendent or designee shall appoint an advisory committee to support the needs of the GATE program and to assist in program planning, implementation, and evaluation. The committee shall include the district's program coordinator, certificated staff, parents/guardians of GATE students, community members, and students as appropriate.~~

~~(cf. 1220 - Citizen Advisory Committees)~~

~~(cf. 6020 - Parent Involvement)~~

~~Program Evaluation~~

~~The Board shall annually review the progress of students enrolled in the district's GATE program and administration of the program using methods identified in the district's GATE plan, and may require modifications in the program as indicated by the results of this review. (5 CCR 3831)~~

~~(cf. 0500 - Accountability)~~

~~(cf. 6162.5 - Student Assessment)~~

~~(cf. 6162.51 - Standardized Testing and Reporting Program)~~

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

~~(cf. 6190 - Evaluation of the Instructional Program)~~

~~Legal Reference:~~

~~EDUCATION CODE~~

~~37223 Weekend classes for mentally gifted minors~~

~~41500-41573 Categorical education block grants~~

~~48800-48802 Enrollment of gifted students in community college~~

~~51740 Instruction by correspondence~~

~~51745-51749.3 Independent study programs~~

~~52200-52212 Gifted and talented education program~~

~~52800-52887 School-Based Program Coordination~~

~~64000 Categorical programs included in consolidated application~~

~~64001 Single plan for student achievement, consolidated application programs~~

~~76000-76002 Enrollment in community college~~

~~CODE OF REGULATIONS, TITLE 5~~

~~1633 Instruction by correspondence~~

~~3820-3870 Gifted and talented education program~~

Management Resources:

~~CALIFORNIA ASSOCIATION FOR THE GIFTED PUBLICATIONS~~

~~GATE Standards Workbook: A Guide to Design, Improve and Assess Gifted Programs, 2005~~

~~Meeting the Standards: A Guide to Developing Services for Gifted Students, 2002~~

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~Gifted and Talented Education Program Resource Guide, rev. 2005~~

~~Recommended Standards for Programs for Gifted and Talented Students, rev. 2005~~

~~WEB SITES~~

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

~~California Association for the Gifted: <http://www.cagifted.org>~~

~~California Department of Education, Gifted and Talented Education:~~

~~<http://www.cde.ca.gov/sp/gt>~~

~~Council for Exceptional Children, The Association for the Gifted (CEC-TAG):~~

~~<http://www.cectag.org>~~

~~National Association for Gifted Children: <http://www.nagc.org>~~

~~Policy — MADERA UNIFIED SCHOOL DISTRICT~~

~~adopted: December 13, 2011 — Madera, California~~

Madera USD

Administrative Regulation

Gifted And Talented Student Program

AR 6172

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.~~

Definitions

~~A gifted and talented student is a student enrolled in a public school who is identified as possessing demonstrated or potential abilities that give evidence of high performance capability in categories selected by the Governing Board. (Education Code 52201)~~

~~A highly gifted student is one who has achieved a measured intelligence quotient of 150 or more points on an assessment of intelligence administered by qualified personnel or has demonstrated extraordinary aptitude and achievement in language arts, mathematics, science, or other academic subjects, as evaluated and confirmed by both the student's teacher and principal. Highly gifted students shall generally constitute not more than one percent of the student population. (Education Code 52201)~~

~~A special day class for gifted and talented students consists of one or more classes totaling a minimum school day where each class: (5 CCR 3840)~~

- ~~1. —Is composed of students identified as gifted and talented~~
- ~~2. —Is designed to meet the specific academic needs of gifted and talented students for enriched or advanced instruction and is appropriately differentiated from other classes in the same subjects at the school~~
- ~~3. —Is taught by a teacher who has specific preparation, experience, personal attributes, and competencies in the teaching of gifted children~~

~~A part-time grouping is one in which students attend classes or seminars that are organized to provide advanced or enriched subject matter for a part of the school day and those classes are composed of identified gifted and talented students. (5 CCR 3840)~~

~~A cluster grouping is one in which students are grouped within a regular classroom setting and receive appropriately differentiated activities from the regular classroom teacher. (5 CCR 3840)~~

~~Independent study provides additional instructional opportunities supervised by a certificated district employee through special tutors or mentors or through enrollment in correspondence courses specified in Education Code 51740 and 5 CCR 1633. (5 CCR 3840)~~

~~(cf. 6158 - Independent Study)~~

~~Acceleration means that students are placed in grades or classes more advanced than those of their chronological age group and are provided special counseling and/or instruction outside the regular classroom in order to facilitate their advanced work. (5 CCR 3840)~~

~~(cf. 5123 - Promotion/Acceleration/Retention)~~

~~Postsecondary education opportunities offer students the opportunity to attend classes conducted by a college or community college or to participate in Advanced Placement programs. (5 CCR 3840)~~

~~(cf. 6141.5 - Advanced Placement)~~

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

~~Enrichment activities are supplemental educational activities that augment students' regular educational programs in their regular classrooms. Students use advanced materials and/or receive special opportunities from persons other than the regular classroom teacher. (5 CCR 3840)~~

Program Coordinator

~~The Superintendent or designee shall appoint a district coordinator for the gifted and talented education (GATE) program who has demonstrated experience and knowledge in gifted education to oversee implementation of the district's gifted and talented education (GATE) program, including student identification procedures, recordkeeping, and other duties as assigned. and/or has opportunities to gain or continue such experience and knowledge.~~

~~(cf. 4131 - Staff Development)~~

~~(cf. 4331 - Staff Development)~~

~~Responsibilities of the district's GATE coordinator shall include program development and implementation, identification procedures, fiscal management, and the collection of auditable records for evaluation. (Education Code 52212)~~

The Superintendent or designee also may appoint, for each school site, a GATE coordinator at each school site who shall be responsible for implementation of program services at that school site.

Program Plan

~~The Superintendent or designee shall develop a written plan which describes the differentiated curricula for the program and the methods used to examine the appropriateness of participating students' total educational experience. The plan shall include the components specified in 5 CCR 3831. (5 CCR 3831)~~

~~Whenever a school's GATE program is incorporated into School-Based Program Coordination, its school site council shall address the needs of GATE students within the school's single plan for student achievement. (Education Code 52853, 64001)~~

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

~~(cf. 0420.1 - School-Based Program Coordination)~~

Identification of Gifted and Talented Students

~~The Superintendent or designee shall design methods to seek out and identify gifted and talented students from varying linguistic, economic, and cultural backgrounds whose extraordinary capacities require special services and programs. (5 CCR 3820)~~

Students may be recommended for the GATE program by administrators, teachers, counselors, other staff, or parents/guardians. Parent/guardian consent shall be obtained before administering any assessments for the sole purpose of identifying students for this program or for placing a student in the program.

~~Students shall be selected for the program based on their demonstrated or potential ability for high performance in categories identified by the Board, as evidenced by any of the following indicators: (5 CCR 3823)~~

The Superintendent or designee shall select students for the program based on their demonstrated or potential ability for high performance in categories identified by the Governing Board, as evidenced by any of the following indicators:

1. School, class, and individual student records

2. Individual tests, including summary and evaluation by a credentialed school psychologist
3. Group tests
4. Interviews and questionnaires of teachers, parents/guardians, and others
5. Student ~~products~~ portfolios
6. Opinions of professional persons

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6162.5 - Student Assessment)
(cf. 6164.2 - Guidance/Counseling Services)

~~Final determination of a student's eligibility shall be made by the Superintendent or designee. (5 CCR 3824)~~

~~The Superintendent or designee shall base selection decisions upon his/her decision upon the evaluation of pertinent evidence by the principal or designee, a classroom teacher familiar with the student's work, and, when appropriate, a credentialed school psychologist and/or other expert. An individual recognized as an expert in the gifted and talented category under consideration, and/or an individual who has in-depth understanding of the student's linguistic or cultural group, shall participate in the evaluation of the evidence unless there is no doubt as to the student's eligibility. These persons may review screening, identification, and placement data in serial order and shall be required to meet only as necessary to resolve any differences in assessment and recommendations. (5 CCR 3824) In reviewing evidence of a student's abilities, the Superintendent or designee also shall consider the economic, linguistic, and cultural characteristics of the student's background and, when appropriate, studies of the factors contributing to the student's underachievement, including handicapping or disadvantaged conditions. (5 CCR 3823)~~

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 6174 - Education for English Language Learners)

~~Prior to a student's participation in the program, the Superintendent or designee shall obtain written consent from the student's parent/guardian. (5 CCR 3831)~~

~~If the Superintendent or designee determines that a student is not eligible, the student's parent/guardian may appeal the decision. The Superintendent or designee may use a committee, including the district's GATE coordinator and certificated personnel, to review the student's evidence and determine whether the initial identification decision should be reversed.~~

~~The Superintendent or designee shall consider identifying for the district's GATE program any student who has transferred from another district in which he/she was identified as a GATE student. (Education Code 52202; 5 CCR 3831)~~

~~Because students who do not initially meet district criteria for the GATE program may become eligible at a later grade level, the district may re-examine student eligibility whenever the district receives a referral through the process noted above or the Superintendent or designee determines it to be in the student's best interest.~~

~~Once identified as a GATE student, a student shall remain eligible even though services provided to the student may change.~~

A student who transfers into the district shall be considered for the GATE program if he/she was identified as a gifted and talented student in his/her previous district or school or is recommended for the program. The Superintendent or designee may verify that the GATE program would be an appropriate placement for the student by examining evidence of the student's abilities based on any of the indicators listed above.

Because students who do not initially meet district criteria for the GATE program may become eligible at a later grade level, the district may re-examine student eligibility whenever the district receives a referral or the Superintendent or designee determines it to be in the student's best interest.

Regulation MADERA UNIFIED SCHOOL DISTRICT
approved: December 13, 2011 Madera, California



AGENDA ITEM
MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: First Reading of revised Board Policies, Administrative Regulations, and Exhibits – Human Resources.

Responsible Staff: **Edward C. González, Superintendent**
Kent Albertson, Chief Human Resources Officer

Agenda Placement: New Business

Background/rationale:

- Revisions/New Language as recommended by CSBA on the following Board Policies, Administrative Regulations, and Exhibits:
 - BP 4112.2, AR 4112.2, BP 4112.21, AR 4112.21, BP 4115, AR 4115, BP 4117.3, BP 4131.1, AR 4131.1, BP 4315, E 4319.21, AR 4112.42/4212.42/4312.42
 - The following policies will be deleted as recommended by CSBA:
 - BP 4138 & AR 4138 – Mentor Teachers – Key concepts are now incorporated into new BP 4131.1
 - BP 4315.1 – Staff Evaluating Teachers – Key concepts are now incorporated into BP 4115

Financial impact:

- None.

Superintendent's recommendation:

- The Superintendent recommends approval of the first reading of the revised Board Policies, Administrative Regulations, and Exhibits – Human Resources.

Supporting documents attached:

- Revised Board Policies, Administrative Regulations and Exhibits.

Certificated Personnel

CERTIFICATION

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 the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed ~~in to~~ fill positions requiring certification qualifications possess the appropriate credential, ~~or~~ permit, or other certification document from the Commission on Teacher Credentialing (CTC) ~~authorizing their employment in such positions and fulfill any additional state, federal, or district requirements for the position.~~

(cf. [4111/4211/4311](#) - Recruitment and Selection)

(cf. [4112.21](#) - Interns)

(cf. [4112.22](#) - Staff Teaching ~~Students of Limited English Proficiency~~ English Language Learners)

(cf. [4112.23](#) - Special Education Staff)

(cf. [4112.24](#) - Teacher Qualifications Under the No Child Left Behind Act)

(cf. [4112.5/4312.5](#) - Criminal Record Check)

(cf. [4113](#) - Assignment)

(cf. [4121](#) - Temporary/Substitute Personnel)

(cf. [5148](#) - Child Care and Development)

(cf. [6178](#) - Career Technical Education)

(cf. [6178.2](#) ~~Regional Occupational Center/Program~~)

(cf. [6200](#) - Adult Education)

All teachers of core academic subjects shall meet the requirements of the No Child Left Behind Act. (20 USC [6319](#), [7801](#); 5 CCR [6100](#) [6125](#))

(cf. [4112.24](#) - Teacher Qualifications Under the No Child Left Behind Act)

~~When a credentialed teacher or intern is not available, the district may request that the CTC issue a short term staff permit, provisional internship permit (PIP), visiting faculty permit, emergency permit, or credential waiver under the conditions and limitations provided in state or federal law.~~

~~When requesting a PIP, the Board shall approve, as an action item at a public Board meeting, a notice of intent to employ the applicant in the identified position. (5 CCR [80021.1](#))~~

CERTIFICATION (continued)

~~Before requesting a visiting faculty permit or emergency permit, the Board shall annually approve a Declaration of Need for Fully Qualified Educators as an action item at a regularly scheduled public Board meeting. (Education Code [44300.1](#); 5 CCR [80026](#))~~

~~The Superintendent or designee shall provide support and guidance to noncredentialed teachers in accordance with law to ensure the quality of the instructional program. He/she also may provide assistance and support to staff holding preliminary credentials to help them meet the qualifications required for the professional clear credential.~~

The Superintendent or designee may provide assistance and support to teachers holding preliminary credentials to help them meet the qualifications required for the clear credential.

~~(cf. [4131](#) - Staff Development)~~

~~(cf. [4131.1](#) - ~~Beginning~~ Teacher Support/Induction)~~

~~(cf. [4138](#) - ~~Mentor Teachers~~)~~

Priorities for Hiring Based on Unavailability of Credentialed Teacher

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher for each assignment. Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

1. A candidate who is qualified to participate in and enrolls in an approved intern program in the region of the district
2. A candidate who is scheduled to complete preliminary credential requirements within six months and who holds a provisional internship permit (PIP) or short-term staff permit (STSP) issued by the CTC

The Board shall approve, as an action item at a public Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

3. As a last resort, an individual who holds an emergency permit issued by the CTC or for whom a credential waiver has been granted by the CTC

Prior to requesting that the CTC issue an emergency permit pursuant to item #3 above or a limited assignment permit which allows a fully credentialed teacher to teach outside of his/her area of certification while working toward an added or supplementary authorization, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled public Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications

CERTIFICATION (continued)

specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

National Board for Professional Teaching Standards Certification

The Board encourages district teachers to voluntarily seek additional certification from the National Board for Professional Teaching Standards which demonstrates advanced knowledge and teaching skills complete the requirements for the advanced certification awarded by the National Board for Professional Teaching Standards.

The Superintendent or designee shall inform all teachers about the program and how to acquire the necessary application and information materials. In accordance with the collective bargaining agreement and the district budget, the Superintendent or designee may provide release time, fee support, a stipend upon completion, or other support to teachers participating in the program contingent upon funding.

(cf. [4161.3](#) - Professional Leaves)

*Legal Reference:**EDUCATION CODE*

[8360-8370](#) *Qualifications of child care personnel*

[32340-32341](#) *Unlawful issuance of a credential*

[35186](#) *Complaints regarding teacher vacancy or misassignment*

[41520-41522](#) *Teacher Credentialing Block Grant*

[42647](#) *Eligibility to issue warrants*

[44066](#) *Limitations on certification requirements*

[44200-44399.1](#) *Teacher credentialing, especially:*

[44250-44277](#) *Credential types; minimum requirements*

[44279.1-44279.7](#) *Beginning Teacher Support and Assessment Program*

[44300-44302](#) *Emergency permits and visiting faculty permits*

[44320.2](#) *Teachers' performance assessment*

[44325-44328](#) *District interns*

[44330-44355](#) *Certificates and credentials*

[44380-44387](#) *Alternative certification program*

[44395-44399](#) *National Board for Professional Teaching Standards*

[44420-44440](#) *Revocation and suspension of credentials*

[44450-44468](#) *University internship program*

[44560-44562](#) *Certificated Staff Mentoring Program*

[44735](#) *Teaching as a Priority Block Grant*

[44830-44929](#) *Employment of certificated persons; requirement of proficiency in basic skills*

[56060-56063](#) *Substitute teachers in special education*

CERTIFICATION (continued)*CODE OF REGULATIONS, TITLE 5**6100-6125 Teacher qualifications, No Child Left Behind Act**80001-80674.6 Commission on Teacher Credentialing**UNITED STATES CODE, TITLE 20**6311 Parental notifications**6312 Title I local educational agency plan**6319 Highly qualified teachers**7801 Definitions, highly qualified teacher**CODE OF FEDERAL REGULATIONS, TITLE 34**200.55-200.57 Highly qualified teachers**200.61 Parent notification regarding teacher qualifications**COURT DECISIONS**Association of Mexican-American Educators et al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 F.Supp. 1534**Management Resources:**~~COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE~~**~~08-11 Approval of Amendments to Title 5 Regulations Pertaining to Multiple Subject, Single Subject or Education Specialist Short-Term Staff Permit, July 18, 2008~~**~~08-09 New Online Credential View and Print Process, July 3, 2008~~**~~07-23 Visiting Faculty Permit, December 14, 2007~~**~~07-19 Designated Subjects Career Technical Education Teaching Credential, December 14, 2007~~**~~COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS~~**~~Teacher Supply in California: A Report to the Legislature, April 2008~~**~~Standards of Quality and Effectiveness for Professional Teacher Induction Programs, June 2008~~**~~The Administrator's Assignment Manual, rev. September 2007~~**~~Standards of Quality and Effectiveness for Professional Teacher Preparation Programs, rev. March 2007~~**~~California Standards for the Teaching Profession, July 1997~~**~~U.S. DEPARTMENT OF EDUCATION GUIDANCE~~**~~Improving Teacher Quality State Grants, rev. October 5, 2006~~**~~COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS~~**~~CL-667 Basic Skills Requirement~~**~~CL-856 Provisional Internship Permit~~**~~CL 858 Short-Term Staff Permit~~**~~13-01 Hiring Hierarchy in Education Code 44225.7, Coded Correspondence, January 30, 2013~~**~~Subject Matter Authorization Guideline Book, 2012~~**~~Supplementary Authorization Guideline Book, 2012~~**~~California Standards for the Teaching Profession, 2009~~**~~The Administrator's Assignment Manual, rev. September 2007~~**WEB SITES**CSBA: <http://www.csba.org>**California Department of Education: <http://www.cde.ca.gov>**California Teacher Credentialing Examinations: <http://www.ctcexams.nesinc.com>**Commission on Teacher Credentialing: <http://www.ctc.ca.gov>**Commission on Teacher Credentialing, Commission's Information Guide (for employers' use only): <http://www.ctc.ca.gov/credentials/cig>**><http://www.ctc.ca.gov><<http://www.ctc.ca.gov/credentials/cig>**National Board for Professional Teaching Standards: <http://www.nbpts.org>**U.S. Department of Education: <http://www.ed.gov>*

Policy MADERA UNIFIED SCHOOL DISTRICT
 Adopted: December 13, 2011 Madera, California
 Revised:

Personnel

CERTIFICATION

Registration-Verification of Credentials

The Superintendent or designee shall verify that each employee in a position requiring certification qualifications possesses a valid certification document issued by the Commission on Teacher Credentialing (CTC). Such verification shall occur not later than 60 days after the commencement of employment or the renewal of a credential. (Education Code 44857)

Each person employed by the district for a position requiring certification qualifications shall, within 60 days after beginning employment, register with the district a valid credential issued by the Commission on Teacher Credentialing (CTC) authorizing the person to work in that position. Certificated employees also shall register renewed credentials within 60 days after the renewal. (Education Code ~~42647, 44332.5~~, 44857)

(cf 411.21 – Interns)

(cf. 4112.22 - Staff Teaching ~~Students of Limited English Proficiency~~ English Language Learners)

(cf. 4112.23 - Special Education Staff)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

(cf. 4121 - Temporary/Substitute Personnel)

(cf. 5148 - Child Care and Development)

(cf. 6178 - Career Technical Education)

(cf. ~~6178.2 – Regional Occupational Center/Program~~)

(cf. 6200 - Adult Education)

The Superintendent or designee shall maintain records of the appropriate certification of all employees serving in certificated positions.

(cf. 3580 - District Records)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Basic Skills Proficiency Test

The district shall not initially hire ~~on a permanent, temporary, or substitute basis a~~ certificated person seeking employment in the capacity designated in his/her credential ~~unless that person has passed the California Basic Educational Skills Test (CBEST) in reading, writing, and mathematics or is specifically exempted from the requirement by law.~~ in a position requiring certification, on a permanent, temporary, or substitute basis, unless that person has demonstrated basic skills proficiency in reading, writing, and mathematics or is specifically exempted from the requirement by law. (Education Code
 , 44252.6, 44830)

The district may hire a certificated ~~teacher employee~~ who has not taken ~~the CBEST if he/she has not yet been afforded the opportunity to take the test.~~ a test of basic skills proficiency if he/she has not yet been afforded the opportunity to take the test, provided that he/she takes the test at the earliest opportunity. The employee shall take the test at the earliest opportunity and may remain employed by the district pending the receipt of his/her test results. The

CERTIFICATION (continued)

employee may remain employed by the district pending the receipt of his/her test results.
(Education Code 44830)

An out-of-state prepared teacher shall ~~complete the CBEST~~ meet the basic skills requirement within one year of being issued a California preliminary credential by the CTC unless he/she has completed a basic skills proficiency test in another state or is otherwise exempted by law. ~~An out-of-state prepared teacher applying to the CTC for a one-year nonrenewable credential pending completion of the CBEST requirement shall pass the district's basic skills proficiency test which is at least equivalent to the district test required for high school graduation.)~~ The district shall develop a basic skills proficiency test, which shall be at least equivalent to the district test required for high school graduation, for purposes of assessing out-of-state prepared teachers pending completion of the basic skills requirement. (Education Code 44252, 44274.2; 5 CCR 80071.4, 80413.3)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.2 - Certificate of Proficiency)

(cf. 6162.5 - High School Exit Examination)

~~A~~ Any person holding or applying for a "designated subjects special subjects" credential which does not require possession of a bachelor's degree shall pass the district proficiency test in lieu of ~~the CBEST meeting the state basic skills proficiency requirement.~~ (Education Code , 44830)

The district ~~shall~~ may charge a fee to cover the costs of developing, administering, and grading the district proficiency test. (Education Code 44252, 44830)

Short-Term Staff Permit

The district may request that the CTC issue a short-term staff permit (STSP) to ~~an~~ a qualified applicant ~~who meets the qualifications specified in 5 CCR 80021~~ whenever there is a need to immediately fill a classroom based on ~~an acute staffing need, including, but not limited to, the following circumstances:~~ unforeseen circumstances, including, but not limited to: (5 CCR 80021)

1. Enrollment adjustments ~~require~~ requiring the addition of another teacher
2. ~~The teacher of record is unable to finish the school year due to approved leave or illness.~~
Inability of the teacher of record to finish the school year due to approved leave or illness
3. The ~~applicant needs~~ applicant's need for additional time to complete preservice requirements for enrollment into an approved internship program (cf. 4112.21 ~~Interns~~)
4. ~~The applicant is unable to enroll in an approved internship program~~ Inability of the applicant to enroll in an approved intern program due to timelines or lack of space in the program.

CERTIFICATION (continued)

5. ~~A third year extension of an internship program is unavailable or the applicant has withdrawn from an internship program.~~ Unavailability of a third-year extension of an intern program or the applicant's withdrawal from an intern program

The Superintendent or designee shall ensure that the applicant possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021 for the multiple subject, single subject, or education specialist STSP as appropriate. (5 CCR 80021)

When requesting issuance of an STSP, the district shall submit to the CTC: (5 CCR 80021)

1. Verification that the district ~~it~~ has conducted a local recruitment for the permit being requested
2. Verification that the district ~~it~~ has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques and has assigned a mentor teacher for the term of the permit

(cf. 4131 - Staff Development)

(cf. 4131.1 - Teacher Support and Guidance)

3. Written justification for the permit signed by the Superintendent or designee

The holder of an STSP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021)

Provisional Internship Permit

~~The district may request that the CTC issue a provisional internship permit (PIP) to an applicant who meets the qualifications specified in 5 CCR 80021.1 whenever a suitable credentialed teacher cannot be found after a diligent search. The district shall verify all of the following: (5 CCR 80021.1, 80026.5)~~

Before requesting that the CTC issue a provisional internship permit (PIP), the district shall conduct a diligent search for a suitable credentialed teacher or intern, including, but not be limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media. (5 CCR 80021.1)

(cf. 4111/4211/4311 - Recruitment and Selection)

Whenever a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may request that the CTC issue a PIP to an applicant who possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and

CERTIFICATION (continued)

has satisfied the coursework/experience requirements specified in 5 CCR 80021.1 for the multiple subject, single subject, or education specialist PIP as appropriate. (5 CCR 80021.1)

When submitting the request for a PIP, the district shall provide verification of all of the following: (5 CCR 80021.1, 80026.5)

1. A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search.

~~The search shall include, but not be limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media. (cf. 4111/4211/4311—Recruitment and Selection)~~

2. Orientation, guidance, and assistance shall be provided to the permit holder as specified in 5 CCR80026.5.

The orientation shall include, but not be limited to, an overview of the curriculum the permit holder is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. ~~The Superintendent or designee shall assign an experienced educator to guide and assist each permit holder. The permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education and who has completed at least three years of full-time classroom teaching experience.~~

3. The district shall assist the permit holder in developing a personalized plan through a district-selected assessment that would lead to subject-matter competence related to the permit.
4. The district shall assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and shall assist the permit holder in meeting the credential subject-matter competence requirement related to the permit.
5. A notice of intent to employ the applicant in the identified position has been made public.

The district shall submit a copy of the agenda item presented at a public Governing Board meeting which shall state the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that he/she will be teaching, and that the applicant will be employed on the basis of a PIP. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.

6. The candidate has been apprised of steps to earn a credential and enroll in an internship program.

CERTIFICATION (continued)

The holder of a PIP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021.1)

~~Credential Waiver/"Long-Term Substitute" Emergency Permits~~
Long-Term Emergency Permits

~~If the district is unable to place at a school site a teacher who has completed a teacher preparation program, the district shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)~~

~~1. A candidate who is qualified to participate in and enrolls in an approved internship program in the region of the district~~

~~2. A candidate who is scheduled to complete preliminary credential requirements within six months and who is provided orientation, guidance, and assistance by the district~~
~~If an individual who meets the criteria specified in item #1 or 2 above is not available to the district, the district may, as a last resort, request from the CTC a credential waiver or an emergency permit for the assignment of an individual who does not meet those criteria: (Education Code 44225.7; 5 CCR 80023,80026)~~

~~The district may request an emergency permit authorizing resource specialist, Crosscultural, Language and Academic Development (CLAD), Bilingual, Crosscultural, Language and Academic Development (BCLAD), or library media services.~~

~~In order to request an emergency permit, the district shall annually submit the Board-approved Declaration of Need for Fully Qualified Educators on a form provided by the CTC, including certification that the district has made reasonable efforts to recruit a fully prepared teacher for the assignment. (Education Code 44225.7; 5 CCR 80023, 80026)~~

As necessary, the Superintendent or designee may request that the CTC issue an emergency resource specialist permit, emergency teacher librarian services permit, emergency crosscultural language and academic development permit, or emergency bilingual authorization permit. (5 CCR 80024.3.1, 80024.6, 80024.7, 80024.8)

The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation to teaching which ~~shall~~, to the extent reasonably feasible, shall occur before he/she begins a teaching assignment. The Superintendent or designee may vary the nature, content, and duration of the orientation to match the amount of training and experience previously completed by the emergency permit teacher. The orientation shall include, but not be limited to, the curriculum the teacher is expected to teach and effective techniques of classroom instruction and classroom management at the assigned grade-level span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)

CERTIFICATION (continued)

(cf. 4117.14/4317.14 - *Postretirement Employment*)

Emergency Substitute Teaching Permits

~~The district may employ~~ For day-to-day substitute teaching, at any grade level, the district may employ a person with an emergency substitute permit issued by the CTC ~~with the following restrictions provided that:~~

1. A person holding an emergency 30-day substitute permit, or any valid teaching or services credential that requires at least a bachelor's degree and completion of the CBEST, shall not serve as a substitute for more than 30 days for any one teacher during the school year. He/she shall not serve as a substitute in a special education classroom for more than 20 days for any one teacher during the school year. (5 CCR 80025, 80025.3, 80025.4)
2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)
3. A person with an emergency substitute permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.2)
4. A person with an emergency designated subjects 30-day substitute teaching permit for career technical education shall teach only in a program of technical, trade, or vocational education and not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR)

Before employing a person with an emergency substitute permit pursuant to item #1 or 4 above, the Superintendent or designee shall prepare and keep on file a signed Statement of Need for the school year. The Statement of Need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, 80025.5)

Regulation MADERA UNIFIED SCHOOL DISTRICT

Approved: December 13, 2011 Madera, California

Revised:

Personnel

INTERNS

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 may employ interns to fulfill the district's need for additional instructional resources and to assist future teachers in meeting state credentialing requirements by linking teaching theory with practice.~~

~~The Superintendent or designee may enter into an agreement with an accredited college or university to provide supervised teaching experiences within the district as part of a teacher preparation program. He/she shall ensure that the district collaborates with the college or university in the selection, placement, support, and performance assessment of interns.~~

~~(cf. 4111/4211/4311—*Recruitment and Selection*)~~

~~The Superintendent or designee shall ensure that interns employed by the district possess an appropriate internship credential from the Commission on Teacher Credentialing (CTC) and that their prior experiences and personal qualifications adequately prepare them for the responsibilities of the position.~~

~~(cf. 4112.2—*Certification*)~~

~~(cf. 4112.22—*Staff Teaching Students of Limited English Proficiency*)~~

~~(cf. 4112.23—*Special Education Staff*)~~

~~An intern may be assigned to provide the same service as a holder of a regular credential in accordance with the authorizations specified on the internship credential. (Education Code 44454, 44325, 44326, 44830.3)~~

~~(cf. 4113—*Assignment*)~~

~~To be assigned to teach core academic subjects, as defined in law, an intern must meet the definition of a "highly qualified" teacher adopted by the State Board of Education. (20 USC 6319, 7801; 5 CCR 6100 6112)~~

~~(cf. 4112.24—*Teacher Qualifications Under the No Child Left Behind Act*)~~

~~Terms of employment for interns shall be consistent with law and the district's collective bargaining agreement, as applicable. Interns shall not displace certificated district employees.~~

INTERNS (continued)

~~(cf. 4116 – Probationary/Permanent Status)~~
~~(cf. 4141/4241 – Collective Bargaining Agreement)~~

~~Interns shall receive systematic supervision and guidance by qualified personnel in order to enhance their instructional skills and knowledge. The Superintendent or designee shall ensure that district staff serving as supervisors, mentor teachers, or other support providers receive appropriate training to fulfill their responsibilities and maintain frequent communication with the interns they are assigned to assist.~~

~~(cf. 4131 – Staff Development)~~
~~(cf. 4138 – Mentor Teachers)~~

~~When an intern has successfully completed the program, the Board may recommend to the CTC that the intern be awarded a preliminary or professional clear credential commensurate with his/her qualifications. (Education Code 44328, 44468, 44830.3)~~

~~The Board shall regularly evaluate the effectiveness of the program to determine whether changes are needed in the support and/or assignment of interns. The Board's evaluation shall be based on a report by the Superintendent or designee, including, but not limited to, data on student performance in classes taught by interns, feedback from interns and supervisors, and the number of interns who successfully complete the program and obtain teaching or education specialist credentials.~~

~~(cf. 0500 – Accountability)~~

The district may employ interns as necessary to fulfill the need for sufficient instructional staff and to provide future teachers an opportunity to link teaching theory with practice in order to meet state credentialing requirements. In addition, the district may employ teachers who already possess a preliminary or clear credential and are pursuing a credential in a different specialization as interns for positions that require such other credential.

~~(cf. 4112.2 – Certification)~~
~~(cf. 4112.22 – Staff Teaching English Language Learners)~~
~~(cf. 4112.23 – Special Education Staff)~~

The district may enter into partnership agreements with one or more approved teacher preparation programs sponsored by colleges or universities and/or may provide a district intern program with approval of the Commission on Teacher Credentialing (CTC). Any intern program in which the district participates shall be aligned with the preconditions and program standards adopted by the CTC.

The Superintendent or designee shall make reasonable efforts to recruit an intern from an approved program within the region whenever a teacher with a preliminary or clear credential is not available for a position requiring certification. (Education Code 44225.7)

~~(cf. 4111/4211/4311 – Recruitment and Selection)~~

INTERNS (continued)

The Superintendent or designee shall ensure that any intern employed by the district possesses an appropriate intern credential and is adequately prepared for the responsibilities of the position.

An intern may be assigned to provide the same service as a holder of a regular multiple subject, single subject, or education specialist credential in accordance with the authorizations and grade/age level specified on the intern credential. (Education Code 44454, 44325, 44326, 44830.3)

(cf. 4113 - Assignment)

An intern may be assigned to teach core academic subjects, as defined in law, if he/she meets the definition of a "highly qualified" teacher adopted by the State Board of Education. (20 USC 6319, 7801; 5 CCR 6100-6112)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

Terms of employment for interns shall be consistent with law and the district's collective bargaining agreement, as applicable.

(cf. 4116 - Probationary/Permanent Status)

(cf. 4141/4241 - Collective Bargaining Agreement)

Interns shall receive intensive, structured supervision and ongoing support by qualified personnel in order to enhance their instructional skills and knowledge. The Superintendent or designee shall ensure that district staff serving as supervisors, mentor teachers, or other support providers receive appropriate training to fulfill their responsibilities and that they maintain frequent communication with the interns they are assigned to assist.

(cf. 4131 - Staff Development)

(cf. 4131.1 - Teacher Support and Guidance)

Interns shall be provided with ongoing feedback regarding their performance and shall be formally evaluated ~~at least once every year~~ in accordance with Board policy and the district's collective bargaining agreement.

(cf. 4115 - Evaluation/Supervision)

Upon receiving notification from the Superintendent or designee that an intern has successfully completed the program, the Governing Board may recommend to the CTC that the intern be awarded a preliminary credential. (Education Code 44328, 44468, 44830.3)

The Board shall regularly evaluate the effectiveness of the intern program(s) to determine whether changes are needed in the support and/or assignment of interns. The Board's evaluation shall be based on a report by the Superintendent or designee, including, but not limited to, data on student performance in classes taught by interns, feedback from interns and supervisors, and the number of interns who successfully complete the program and obtain general education or education specialist credentials.

INTERNS (continued)

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

300-340 English language education for immigrant children

44253.3-44253.4 Certificate to provide services to limited English proficient students

44253.10 Qualifications to provide specially designed academic instruction in English

44259 Minimum requirements for teaching credential

44314 Diversified or liberal arts program

44321 CTC approval of internship programs

44325-44328 District interns

44339-44341 Teacher fitness

44380-44387 Alternative certification program; increased funding for internship programs

44450-44468 Teacher Education Internship Act of 1967 (university interns)

44560-44562 Certificated Staff Mentoring Program

44830.3 Employing district interns

44885.5 District interns classified as probationary employees

52055.605 Identification of high priority schools, High Priority Schools Grant Program

CODE OF REGULATIONS, TITLE 5

6100-6126 No Child Left Behind teacher requirements

13000-13017 New Careers Program

80021.1 Provisional internship permit

80055 Internship credential

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

7801 Definitions, highly qualified teacher

Management Resources:

COMMISSION ON TEACHER CREDENTIALING CORRESPONDENCE

08-03 Preparation of Intern Credential Holders Prior to Service as Teacher of Record as an Intern, March 3, 2008

03-0028 Changes in District Intern Programs as a Result of Senate Bill 187, December 22, 2003

Implementation of SB 57, Early Completion Internship Option, March 10, 2003

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Administrator's Assignment Manual, 2008

CTC Credential Handbook, revised 1997

California Standards for the Teaching Profession, 1997

Standards of Quality and Effectiveness for Teacher Preparation Programs for Preliminary Multiple and Single Subject Teaching Credentials (including internship programs), rev. April 2008

Standards of Quality and Effectiveness for Education Specialist Credential Programs (Including University Internship Options) and Clinical Rehabilitative Services Credential Programs, December 1996

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants, rev. January 16, 2004

WEB SITES

CSBA: <http://www.csba.org> Commission on Teacher Credentialing: <http://www.etc.ca.gov>

Legal Reference:

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300-340 English language education for immigrant children

44225 Credentials, responsibilities of Commission on Teacher Credentialing

44225.7 Priority for hiring fully prepared teacher

44253.3-44253.4 Certificate to provide services to English learners

44253.10 Qualifications to provide specially designed academic instruction in English

44259 Minimum requirements for teaching credential

44314 Diversified or liberal arts program

44321 CTC approval of intern programs

INTERNS (continued)

- 44325-44328 District interns
44339-44341 Teacher fitness
44450-44468 Teacher Education Internship Act of 1967 (university interns)
44830.3 Employing district interns
44885.5 District interns classified as probationary employees
CODE OF REGULATIONS, TITLE 5
6100-6126 No Child Left Behind teacher requirements
80021.1 Provisional internship permit
80033 Intern teaching credential
80055 Intern credential, extension for extenuating circumstances
UNITED STATES CODE, TITLE 20
6319 Highly qualified teachers
7801 Definitions, highly qualified teacher
7801 Note Applicability of federal regulation defining interns as highly qualified teachers
COURT DECISIONS
Renee v. Duncan, 686 F.3d 1002 (2012)
Management Resources:
COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS
CL-840 Early Completion Option
SB 2042 Multiple Subject and Single Subject Preliminary Credential Program Standards, rev. February 2014
Intern Preservice, Support and Supervision Requirements: Preparation to Teach English Learners, Program Sponsor Alert 13-06, June 3, 2013
Education Specialist Teaching and Other Related Services Credential Program Standards, rev. May 2013
California Standards for the Teaching Profession, October 2009
Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013
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COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS (continued)
Preparation of Intern Credential Holders Prior to Service as Teacher of Record as an Intern, Coded Correspondence 08-03, March 3, 2008
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WEB SITES
CSBA: <http://www.csba.org>
Commission on Teacher Credentialing, Interns: <http://www.ctc.ca.gov/educator-prep/intern>
U.S. Department of Education: <http://www.ed.gov>

Policy MADERA UNIFIED SCHOOL DISTRICT
 Adopted: December 13, 2011 Madera, California
 Revised:

Personnel

INTERNS

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.

University Internship Program

~~The Superintendent or designee shall cooperate with a college or university in the development, implementation, and coordination of the university internship program. (Education Code 44452, 44465, 44467)~~

~~(cf. 4112.2—Certification)~~

~~The Superintendent or designee may enter into an agreement with a college or university for the employment of competent and qualified college or university staff members to supervise and guide interns as they pursue their district responsibilities. (Education Code 44461) Salary payments for the supervision of interns may be made out of district funds and may be met by proportionately reducing the salaries of paid interns. In such cases, no more than eight interns may be supervised by one staff member and the district salary normally paid to interns may be reduced by no more than one eighth to pay the supervisor's salary. The intern shall not be paid less than the minimum salary required by the state for a regularly certificated teacher. (Education Code 44462)~~

~~(cf. 4151/4251—Employee Compensation)~~

~~Before an intern enrolls in any college or university program to renew his/her internship credential, the Superintendent or designee shall counsel the intern and plan a program for the first and subsequent renewals. (Education Code 44457)~~

~~(cf. 4115—Evaluation/Supervision)~~

~~(cf. 4131—Staff Development)~~

Early Completion Option

~~An intern may choose an early completion option leading to a five year preliminary credential by completing the following requirements: (Education Code 44468)~~

- ~~1. Passing the CTC approved assessment of knowledge of teaching foundations~~

INTERNS (continued)**2. ~~Passing the CTC-approved Teaching Performance Assessment (TPA)~~**

a. ~~The intern shall first pass the assessment of teaching foundations described in item #1 before qualifying to take the TPA.~~

b. ~~The intern may take the TPA only one time as part of the early completion option. An intern who is not successful on the TPA may complete his/her internship program and his/her scores shall be used to provide an individualized professional development plan that emphasizes preparation in areas where additional growth is warranted and waiving preparation in areas where the intern has demonstrated competence. The intern shall be required to retake and pass the TPA at the end of the internship in order to be considered for recommendation to the CTC.~~

3. ~~For interns pursuing a preliminary multiple-subjects credential, passing the reading instruction competence assessment described in Education Code 44283~~

4. ~~Meeting the requirements for teacher fitness as set forth in Education Code 44339, 44340, and 44341~~

~~Alternative Certification Program for Addressing Teacher Shortages~~

~~To assist with recruitment of teachers in geographic and subject matter shortage areas, the district shall implement an alternative certification program that encourages persons with work experience and others who already have a bachelor's degree in the field in which they plan to teach to obtain a permanent credential. (Education Code 44382)~~

~~The district's alternative certification program shall be operated as a university internship program and/or district internship program under the requirements specified above for the applicable program. (Education Code 44384)~~

~~Enhanced Internship Program~~

~~When granted additional state funding as an enhanced internship program, the district's program shall: (Education Code 44387)~~

1. ~~Provide interns, before they provide instructional services, with the greater of the following:~~

a. ~~120 hours of intensive preservice training focused on the teaching of English language learners~~

b. ~~40 hours of preservice training in addition to all other required training, including, but not limited to, training related to services for English language learners pursuant to Education Code 44253.3, 44253.4, and 44253.10~~

INTERNS (continued)

~~2. Provide all teacher interns with 40 hours of classroom observation, supervision, assistance, and assessment by one or more experienced teachers who possess valid certification to teach the same grade level and the same subject matter and who are employed by the district, assigned to assist the interns at the interns' respective school sites, and, to the extent possible, teach at the same school sites as the interns~~

~~(cf. 4138—Mentor Teachers)~~

~~3. Maintain a ratio of one experienced teacher to no more than five interns at the same school site~~

~~Beginning in the second year of receipt of state funding for this program, the district shall annually demonstrate that no "high priority school," defined as one that is ranked in deciles 1-5 on the Academic Performance Index, will have a higher percentage of interns than the districtwide average of interns per school in that year. (Education Code 44387, 52055.605)~~

~~(cf. 0520.1—High Priority Schools Grant Program)~~

Memorandum of Understanding

Before interns employed by the district assume daily teaching responsibilities, a signed memorandum of understanding shall be in place between the district and the partner college/university detailing the support and supervision that will be provided to interns.
(5 CCR 80033)

~~(cf. 4112.2 - Certification)~~

The memorandum of understanding shall include, but not be limited to:

1. Specific responsibilities of the program supervisor
2. Qualifications, identification, terms of employment, roles and responsibilities, and training of individual(s) to provide on-site support to interns
3. Allocation of additional personnel, time, and resources for interns who have not yet earned an English learner authorization
4. Expectations regarding the type and frequency of support
5. The process of communication between the program supervisor and on-site support personnel
6. Documentation, monitoring, and evaluation of site support

The district may enter into an agreement to employ college/university staff to supervise interns and may pay for the supervision of interns out of district funds. Salary payments may

INTERNS (continued)

be met by proportionately reducing the salaries of paid interns, provided that no more than eight interns are supervised by one staff member, the district salary normally paid to interns is not reduced by more than one-eighth, and the intern is not paid less than the minimum salary required by the state for a regularly certificated teacher. (Education Code 44461-44462)

Support and Supervision of Interns

The Superintendent or designee shall collaborate with the college/university teacher preparation program to design structured guidance of interns, regular site-based support and supervision, and a sequence of supervised fieldwork that includes planned observations, consultations, reflections, and individual and small-group teaching opportunities.

(cf. 4131 - Staff Development)

(cf. 4131.1 - Teacher Support and Guidance)

Support and supervision provided to interns shall include the following: (Education Code 44830.3; 5 CCR 80033)

1. **Professional Development Plan:** The Superintendent or designee shall, in cooperation with the college/university, counsel each intern and, with the concurrence of the intern, shall develop a plan for the intern to complete the requirements to earn a credential in the content or specialty area(s) of the intern credential.

The plan shall include the components described in Education Code 44830.3, including, but not limited to, provisions for at least 120 clock hours (or the semester or quarter unit equivalent) of mandatory preservice training tailored to the grade level or class to be taught, additional instruction during the first semester or first year of service when required, and an annual evaluation of the intern.

2. **Assignment of Mentor Teacher:** Before an intern assumes daily teaching responsibilities, the Superintendent or designee shall assign him/her a mentor teacher who possesses a valid corresponding life or clear teaching credential and a minimum of three years of successful teaching experience.

The intern shall receive support from a mentor teacher who is assigned to the same school. If two or more mentor teachers are assigned to an intern, at least one of them shall be experienced in the curricular area(s) of the intern's assignment.

3. **Support During School Year:** Support and supervision shall include coaching, modeling, and demonstrating within the classroom. In addition, the intern shall receive assistance with course planning and with problem-solving regarding students, curriculum, and effective teaching methodologies.

Such support and supervision shall be provided for a minimum of 144 hours per school year or, for late hires, four hours multiplied by the number of instructional

INTERNS (continued)

weeks remaining in the school year. At least two hours of support and supervision shall be provided every five instructional days.

4. **Additional Support Addressing the Needs of English Learners:** For any intern who enters the intern program without a valid English learner authorization, bilingual authorization, or crosscultural, language, and academic development certificate, the Superintendent or designee shall identify an individual who will be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language-accessible instruction through in-classroom modeling and coaching as needed. This individual may be the same mentor identified in item #2 above, provided he/she possesses an English learner authorization and will be immediately available to assist the intern.

In addition, the district and college/university shall provide such interns with additional support and supervision, including in-classroom coaching, specific to the needs of English learners. Such support and supervision shall be provided for 45 hours per school year or, for late hires, five hours multiplied by the number of months remaining in the school year.

An intern who passes the California Teaching English Learners examinations may be exempted from these requirements.

(cf. 4112.22 - Staff Teaching English Language Learners)

The Superintendent or designee shall inform qualified interns preparing for a multiple or single subject credential of the early completion option which allows them to challenge certain requirements of the intern program in areas where they have demonstrated competence.

In order to complete the intern program early and be recommended for a preliminary credential, candidates shall meet all requirements of the intern credential and the additional assessments and coursework specified in Education Code 44468.

Regulation MADERA UNIFIED SCHOOL DISTRICT
 Approved: December 13, 2011 Madera, California
 Revised:

Certificated Personnel

EVALUATION/SUPERVISION

~~The Governing Board believes that regular and comprehensive evaluations can help instructional staff improve their teaching skills and raise students' levels of achievement. Evaluations also serve to hold staff accountable for their performance. The Superintendent or designee shall evaluate the performance of certificated staff members in accordance with law, negotiated employee contracts and Board-adopted evaluation standards.~~

The Governing Board believes that regular, comprehensive evaluations designed to hold instructional staff accountable for their performance are key to improving their teaching skills and raising students' levels of achievement.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4315 - Evaluation/Supervision)

~~Objective standards from the National Board for Professional Teaching Standards and/or the California Standards for the Teaching Profession shall be reviewed and may be incorporated in district evaluation standards with the agreement of the exclusive representative of the certificated staff.~~

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

(cf. 4140/4240 - Bargaining Units)

(cf. 4315.1 - Staff Evaluating Teachers)

~~Evaluation procedures may include observation of teacher performance in the classroom.~~

~~The Superintendent or designee shall ensure that evaluation ratings have uniform meaning throughout the district.~~

Evaluations shall be used to recognize the exemplary skills and accomplishments of staff and to identify areas needing improvement. When areas needing improvement are identified, the Board expects employees to accept responsibility for improving their performance and encourages them to take initiative to request assistance as necessary, including participation in appropriate staff development and/or individualized teacher support and guidance programs. ~~The Superintendent or designee shall assist employees in improving their performance and may require participation in appropriate programs. Staff members are encouraged to take initiative to request assistance as necessary to promote effective teaching.~~

(cf. 4117.4 - Dismissal)

(cf. 4117.6 - Decision Not to Rehire)

(cf. 4131 - Staff Development)

(cf. 4131.1 - Teacher Support and Guidance)

(cf. 4139 - Peer Assistance and Review)

EVALUATION/SUPERVISION (continued)

The Superintendent or designee shall assess the performance of certificated instructional staff as it reasonably relates to the following criteria: (Education Code 44662)

1. Students' progress toward meeting district standards of expected achievement for their grade level in each area of study and, if applicable, towards the state-adopted content standards as measured by state-adopted criterion-referenced assessments

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

2. The instructional techniques and strategies used by the employee
3. The employee's adherence to curricular objectives
4. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities

With the agreement of the exclusive representative of the certificated staff when applicable, the Superintendent or designee may incorporate objective standards from the National Board for Professional Teaching Standards and/or the California Standards for the Teaching Profession into district evaluation standards.

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

(cf. 4140/4240/4340 - Bargaining Units)

The evaluation of certificated employee performance shall not include the use of publishers' norms established by standardized tests. (Education Code 44662)

Noninstructional certificated employees shall be evaluated on their performance in fulfilling their defined job responsibilities. (Education Code 44662)

The Superintendent or designee shall ensure that evaluation ratings have uniform meaning and are uniformly applied throughout the district.

Legal Reference:

EDUCATION CODE

33039 State guidelines for teacher evaluation procedures

35171 Availability of rules and regulations for evaluation of performance

~~44500-44508 Peer assistance and review program for teachers~~

44660-44665 Evaluation and assessment of performance of certificated employees (the Stull Act)

GOVERNMENT CODE

3543.2 Scope of representation

EVALUATION/SUPERVISION (continued)

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

7801 Definition of highly qualified teacher

Management Resources:

~~*CTC PUBLICATIONS*~~

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

~~*Standards for the Quality and Effectiveness for Beginning Teacher Support and Assessment Programs, 1997*~~

California Standards for the Teaching Profession, 1997 2009

WEB SITES

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

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

California Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

National Board for Professional Teaching Standards: <http://www.nbpts.org>

Policy MADERA UNIFIED SCHOOL DISTRICT

Adopted: December 13, 2011 Madera, California

Revised:

Certificated Personnel**EVALUATION/SUPERVISION**

Evaluation of certificated employees shall be conducted in accordance with the procedures established in this administrative regulation and applicable collective bargaining agreements. To the extent that any of those provisions conflict, the procedures in the collective bargaining agreement shall be implemented.

(cf. 4141/4241 - Collective Bargaining Agreement)

The Superintendent or designee shall print and make available to certificated employees written regulations related to the evaluation of their performance in their assigned duties. (Education Code 35171)

(cf. ~~4100~~ - Certificated Personnel)

(cf. ~~4141/4241~~ - Collective Bargaining Agreement)

(cf. ~~4112.9~~ - Employee Notifications)

~~Certificated staff shall receive information regarding the district's evaluation criteria and procedures upon employment with the district and whenever the criteria are revised.~~

(cf. ~~4112.21~~ - Interns)

(cf. ~~4131.1~~ - Beginning Teacher Support/Induction)

(cf. ~~4315.1~~ - Staff Evaluating Teachers)

Evaluation Procedures for Permanent Employees

~~The performance of each certificated employee with permanent status shall be evaluated and assessed on a continuing basis as follows: (Education Code 44664)~~

~~1. At least every other year~~

~~2. At least every five years if all of the following conditions are met:~~

~~a. The employee has been employed by the district at least 10 years.~~

~~b. The employee meets the qualifications of a highly qualified teacher as defined in 20 USC 7801 of the federal No Child Left Behind Act, if 20 USC 6319 requires that his/her position be filled by a highly qualified teacher.~~

~~c. The employee's previous evaluation rated him/her as meeting or exceeding standards.~~

~~d. The evaluator and the employee agree to this schedule. Either the evaluator or the employee may withdraw consent at any time.~~

(cf. ~~4112.24~~ - Teacher Qualifications Under the No Child Left Behind Act)

~~3. Annually, if the permanent employee has received an unsatisfactory evaluation until he/she receives a satisfactory evaluation or is separated from the district~~

EVALUATION/SUPERVISION (continued)*(cf. ~~4117.4~~ Dismissal)***Evaluation Procedures for Probationary Teachers**

Each probationary certificated employee shall be evaluated at least once each school year.
(Education Code ~~44664~~)

(cf. ~~4116~~ Probationary/Permanent Status)

1. Within the first eight weeks of initial employment, probationary teachers shall be counseled regarding the district's teacher evaluation procedure and criteria.
2. As part of their annual evaluations, probationary teachers shall be formally observed and given constructive criticism at least once each semester, more often when necessary. They shall be encouraged to request more frequent observation and advice if they feel that this would help improve performance.
3. Within 10 school days of each formal observation, a conference shall be held between the evaluator and the probationary teacher. The evaluation shall provide a written notation of any deficiencies and suggestions for improvement and shall offer the teacher positive help in achieving the needed improvement.

The evaluator also will identify college courses and/or inservice programs for probationary teachers who need such training or assistance.

(cf. ~~4131~~ Staff Development)

4. The probationary teacher shall take action to correct any cited deficiencies, based upon the evaluator's recommendations.
5. The evaluator shall make a record of all formal observations and conferences and shall attach all necessary support material to the evaluation summary.

Nothing in this regulation is intended to contravene certificate collective bargaining agreement provisions dealing with evaluation.

Evaluation Criteria

The Superintendent or designee shall assess the performance of certificated instructional staff as it reasonably relates to the following criteria: (Education Code ~~44662~~)

1. Students' progress toward meeting district standards of expected achievement for their grade level in each area of study and, if applicable, towards the state adopted content standards as measured by state adopted criterion referenced assessments

*(cf. ~~6011~~ Academic Standards)**(cf. ~~6162.5~~ Student Assessment)*

EVALUATION/SUPERVISION (continued)

~~2. The instructional techniques and strategies used by the employee~~

~~3. The employee's adherence to curricular objectives~~

~~4. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities~~

~~The evaluation of certificated employee performance shall not include the use of publishers' norms established by standardized tests. (Education Code 44662)~~

~~Noninstructional certificated employees shall be evaluated on their performance in fulfilling their defined job responsibilities. (Education Code 44662)~~

Frequency of Evaluations

Each probationary certificated employee shall be evaluated at least once each school year. (Education Code 44664)

(cf. 4116 - Probationary/Permanent Status)

(cf. 4117.6 - Decision Not to Rehire)

Each certificated employee with permanent status shall be evaluated and assessed at least every other year. If the employee receives an unsatisfactory evaluation, he/she shall be annually evaluated until he/she achieves a positive evaluation or is separated from the district. (Education Code 44664)

(cf. 4117.4 - Dismissal)

Alternatively, if the evaluator and employee agree, a permanent employee shall be evaluated at least every five years provided he/she has been employed by the district at least 10 years, was rated in his/her previous evaluation as meeting or exceeding standards, and meets the qualifications of a highly qualified teacher as defined in 20 USC 7801, if his/her position requires such qualifications. Either the evaluator or the employee may withdraw consent for the alternative schedule at any time. (Education Code 44664)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

Evaluation Results

Certificated instructional employees shall receive a written copy of their evaluation no later than 30 days before the last scheduled school day of the school year in which the evaluation takes place. Before the last scheduled school day of the school year, the employee and the evaluator shall meet to discuss the evaluation. (Education Code 44663)

Noninstructional certificated staff members employed on a 12-month basis shall receive a copy of their evaluation no later than June 30 of the year in which the evaluation takes place.

EVALUATION/SUPERVISION (continued)

Before July 30, the employee and the evaluator shall meet to discuss the evaluation.
(Education Code 44663)

Instructional and noninstructional certificated employees shall have the right to respond in writing to their evaluation. This response shall become a permanent attachment to the employee's personnel file. (Education Code 44663)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Evaluations shall include recommendations, if necessary, as to areas in need of improvement in the employee's performance. If an employee is not performing satisfactorily according to teaching standards approved by the Governing Board pursuant to Education Code 44662, the Superintendent or designee shall so notify the employee in writing and shall describe the unsatisfactory performance. The Superintendent or designee shall confer with the employee, make specific recommendations as to areas needing improvement, and endeavor to provide assistance to the employee in his/her performance. (Education Code 44664)

~~Any certificated employee who receives an unsatisfactory rating in the area of teaching methods or instruction shall participate in the district's peer assistance and review program. (Education Code 44662, 44664)~~

~~*(cf. 4139 - Peer Assistance and Review)*~~

The Superintendent or designee may require any certificated employee who receives an unsatisfactory rating in the area of teaching methods or instruction to participate in a program designed to improve appropriate areas of performance and to further student achievement and the district's instructional objectives. (Education Code 44664)

~~*(cf. 4131 - Staff Development)*~~

~~*(cf. 4131.1 - Teacher Support and Guidance)*~~

~~*(cf. 4138 - Mentor Teachers)*~~

Qualifications of Evaluators

The Superintendent or designee shall assign the principal or other appropriate supervisory personnel to evaluate certificated staff. He/she shall ensure that the evaluator:

1. Possesses a valid administrative credential
2. Is competent in the instructional methodologies used by the teachers being evaluated
3. Is skilled in the supervision of instruction and in techniques and procedures related to the evaluation of instruction

EVALUATION/SUPERVISION (continued)

4. Is familiar with district curriculum priorities and practices, district standards for student progress, and district policies and procedures related to personnel supervision, performance evaluation, and staff development

Regulation MADERA UNIFIED SCHOOL DISTRICT

Approved: December 13, 2011 Madera, California

Revised:

Personnel

Personnel Reduction

The Governing Board may reduce the number of probationary and permanent certificated employees when, in the opinion of the Board, one or more of the following conditions makes such reduction necessary:

1. Average daily attendance (ADA) in all of the schools in the district during the first six months of the school year has declined below the level for the same period in either of the previous two school years. (Education Code 44955)
2. A particular kind of service is to be reduced or discontinued not later than the beginning of the following school year. (Education Code 44955)
3. Attendance in the district will decline in the following year as a result of the termination of an interdistrict tuition agreement. (Education Code 44955)
4. An amendment of state law requires modification of the curriculum. (Education Code 44955)
5. ~~The state Budget Act reveals that the district's total revenue limit per ADA for the fiscal year of that Budget Act has not increased by at least two percent. (Education Code 44955.5)~~
Seniority During the time period between five days after the enactment of the Budget Act and August 15 of that fiscal year, the Board determines that the district's total revenue limit per ADA for the fiscal year of that Budget Act has not increased by at least two percent. (Education Code 44955.5)

Seniority

~~Except as otherwise provided by law, a permanent employee who is certificated and competent to render a service shall not be terminated or given a reduction in hours and wages while a probationary employee, or other employee with less seniority, is retained to render the service. (Education Code 44955)~~

~~Prior to determining the seniority of employees, the Superintendent or designee shall require certificated employees to provide verification, in writing, of their employment date and credentials, as well as any documentation supporting an employment or credential(s) different from that shown in the district's records.~~

~~The Superintendent or designee shall prepare a master seniority list on the basis of district records and evidence presented. (Education Code 44846)~~

~~When two or more employees first rendered paid service on the same date, the Board shall adopt a resolution specifying the criteria based on the needs of the district and students for the order of termination among those employees. Upon the request of any employee whose order of termination is so determined, the Board shall furnish, in writing, no later than five days prior to the commencement of the administrative hearing on the layoff, a statement of~~

Personnel Reduction (continued)

~~the specific criteria used in determining the order of termination and the application of the criteria in ranking the employee relative to the other employees in the group. (Education Code 44955)~~

~~(cf. 4113 - Assignment)~~

~~(cf. 4115 - Evaluation/Supervision)~~

~~(cf. 4117.4 - Dismissal)~~

Determination of the Order of Layoffs

When it is necessary to reduce the number of certificated employees for any of the reasons listed above, the services of employees shall be terminated in the inverse of the order in which they were employed by the district in probationary status, except as otherwise authorized by law. (Education Code 44844, 44955)

The Superintendent or designee shall maintain the seniority list for this purpose and shall make it available upon request.

Unless otherwise provided by law, a permanent employee shall have the right to be retained over a probationary employee or any employee with less seniority if the position is one for which he/she is certificated and competent to render service. (Education Code 44955)

~~(cf. 4112.2 - Certification)~~

~~(cf. 4112.22 - Staff Teaching English Language Learners)~~

~~(cf. 4112.23 - Special Education Staff)~~

~~(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)~~

~~(cf. 4113 - Assignment)~~

~~(cf. 4116 - Probationary/Permanent Status)~~

To determine the order of termination between employees who first rendered paid service on the same date, the Board shall rank order those employees solely on the basis of the needs of the district and students. Upon the request of an employee whose order of termination is to be determined based on such ranking, the Board shall furnish the employee, no later than five days prior to the commencement of the administrative hearing on the layoff, a written statement of the specific criteria used in determining the order of termination and the application of the criteria in ranking the employee relative to the other employees in the group. (Education Code 44955)

The district may deviate from terminating certificated employees in order of seniority for either of the following reasons: (Education Code 44955, 44956)

1. To fill a demonstrated specific need for personnel to teach a specific course or courses of study, or to provide services authorized by a services credential with a specialization in either student personnel services or health for a school nurse, when the certificated employee has the necessary special training and experience which others with more seniority do not possess

Personnel Reduction (continued)

2. To maintain or achieve compliance with constitutional requirements related to equal protection of the law

Notice and Hearing Rights

~~When it becomes necessary, as the result of a reduction or discontinuation of services, to reduce the number of permanent and/or probationary employees, the district shall give notice to the affected employees stating the reasons for the action and the employees' right to a hearing, no later than March 15. The district shall adhere to the notice, hearing, and layoff procedures in Education Code 44949 and 44955.~~

When it becomes necessary to reduce the number of permanent and/or probationary employees pursuant to Education Code 44955 as specified in items #1-4 above, the district shall give notice to the affected employees, no later than March 15, stating the reasons for the action and the employees' right to a hearing. The district shall adhere to the notice, hearing, and layoff procedures in Education Code 44949, 44955, and other applicable provisions of law.

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

When an employee has requested a hearing before an administrative law judge regarding the reduction or discontinuation of services, the Board shall make a final decision regarding the sufficiency of the cause and disposition of the layoff upon receipt of the administrative law judge's proposed decision. None of the findings, recommendations, or determinations of the administrative law judge shall be binding on the Board. (Education Code 44949)

The Board may conduct its own hearing, adopt the judge's proposed decision, refer the case back to the judge for additional evidence, or reject or modify the proposed decision and make its own determination based upon its review of the record.

~~Upon adoption of the Board's decision, the Superintendent or designee shall give final notice, in the manner specified, to the affected employees before May 15. (Education Code 44955)~~

Following the Board's decision, the Superintendent or designee shall give final notice, in the manner specified, to the affected employees before May 15 unless the parties agree otherwise in accordance with procedures required by law. (Education Code 44955)

When layoffs become necessary pursuant to Education Code 44955.5 as specified in item #5 above, layoff proceedings shall be carried out as required by law but in accordance with a schedule of notice and hearing adopted by the Board. (Education Code 44955.5)

~~Special Procedure Based Upon Late Adoption of the State Budget~~

~~When the Board, during the time period between five days after enactment of the Budget Act and August 15, determines that the total revenue limit per ADA has not increased by at least two percent and that the district therefore needs to reduce the number of certificated staff~~

Personnel Reduction (continued)

~~pursuant to Education Code 44955.5, the Board shall adopt a schedule of notice and hearings and the district shall otherwise proceed pursuant to Education Code 44949 and 44955. (Education Code 44955.5)~~

Reappointment

If the number of employees is increased or the discontinued service reestablished, permanent certificated employees ~~under 65 years of age~~ shall have the right to reappointment, in order of seniority, for 39 months, ~~after being terminated from the date of termination~~. Probationary certificated employees ~~under 65 years of age~~ shall have the same right for 24 months after being terminated, subject to the prior reappointment rights of permanent employees. (Education Code 44956, 44957)

During the period of the preferred right to reappointment, permanent certificated employees shall, in the order of original employment, be offered first opportunity for substitute service during the absence of any employee who has been granted a leave of absence or who is temporarily absent from duty. Such substitute service may be terminated upon the return to duty of the other employee. Such substitute service shall not affect the retention of the employees' previous classification and rights. Probationary certificated employees shall have the same right to substitute service during the period of preferred right to reappointment to the extent required by law, subject to the rights of permanent certificated employees. (Education Code 44918, 44956, 44957)

(cf. 4121 - Temporary/Substitute Employees)

Before reappointing any certificated employee to teach a subject which he/she has not previously taught and for which he/she does not have a teaching credential or which is not within the employee's major area of postsecondary study, the Board shall require the employee to pass a subject matter competency test in the appropriate subject. (Education Code 44955, 44956)

(cf. 4112.2 - Certification)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

(cf. 4113 - Assignment)

Reappointed certificated employees shall not be subject to any requirements that were not imposed on employees who continued in service. Their period of absence shall be treated as a leave of absence and not considered a break in the continuity of their service. (Education Code 44956, 44957)

Legal Reference (see next page)

Personnel Reduction (continued)

Legal Reference:

EDUCATION CODE

44830 Employment of certificated persons

44949 Dismissal of probationary employees

44955 Reduction in number of permanent employees

44955.5 Termination of certificated employees

44956-44959.5 Rights of employees

GOVERNMENT CODE

3543.2 Scope of representation

UNEMPLOYMENT INSURANCE CODE

1089 Notification of unemployment insurance benefits

CODE OF REGULATIONS, TITLE 22

1089-1 Notification of unemployment insurance benefits

COURT DECISIONS

Vergara v. State of California, (2014) Superior Court State of California, County of Los Angeles,

Case. No. BC 484642

California Teachers Association v. Vallejo City Unified School District, (2007) 149 Cal.App.4th 135

Bakersfield Elementary Teachers Association v. Bakersfield City School District, (2006) 145

Cal.App.4th 1260

Cousins v. Weaverville Elementary School District, (1994) 24 Cal.App.4th 1846

Forker v. Board of Trustees, (1984) 160 Cal.App.3d 13

Moreland Teachers Assoc. v. Kurze, (1980) 109 Cal.App.3d 648

King v. Berkeley Unified School District, (1979) 89 Cal.App.3d 1016

Management Resources:

WEB SITES

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

Policy **MADERA UNIFIED SCHOOL DISTRICT**

Adopted: December 13, 2011 Madera, California

Approved:

Personnel

~~Beginning Teacher Support/Induction~~—TEACHER SUPPORT AND GUIDANCE

The Governing Board recognizes that intensive professional development and support will help beginning teachers apply their academic preparation more effectively in the classroom and result in greater district retention of capable beginning teachers. The Superintendent or designee shall ensure that first- and second-year teachers holding a preliminary credential receive guidance to help them make an effective transition into the teaching profession.

(cf. 4131—Staff Development)

The Superintendent or designee shall inform beginning teachers about induction programs that are available to help them fulfill the requirements of the professional clear multiple- or single-subject teaching credential pursuant to Education Code 44259.

(cf. 4112.2—Certification)

(cf. 4112.21—Interns)

(cf. 4112.24—Teacher Qualifications Under the No Child Left Behind Act)

District-Sponsored BTSA Induction Program

When approved by the Commission on Teacher Credentialing (CTC) and the Superintendent of Public Instruction, the district may serve as a sponsor of an induction program. The program shall meet state standards for induction programs and shall support beginning teachers in meeting the competencies described in the California Standards for the Teaching Profession.

The Superintendent or designee, with input from the participating teacher, shall pair each participating teacher with a support provider who is an experienced teacher, knowledgeable about beginning teacher development and needed competencies, and effective in interpersonal and communication skills. The roles and responsibilities of support providers shall be clearly defined in writing and communicated to all program participants.

(cf. 4138—Mentor Teachers)

The Superintendent or designee shall provide initial preparation and additional professional development for support providers to enable them to acquire and enhance their knowledge and skills needed to work with beginning teachers.

Professional development provided to a beginning teacher shall be based on an individual induction plan which takes into consideration the teacher's prior preparation and experience. Subject to verification and approval of the Superintendent or designee, a beginning teacher shall not be required to demonstrate that a competency has been met, nor complete a program element designed to assist beginning teachers in meeting that competency, if he/she previously met the competency while participating in a CTC-approved teacher preparation program. (Education Code 44279.1)

TEACHER SUPPORT AND GUIDANCE (continued)

~~The beginning teacher's knowledge and classroom practice shall be regularly assessed using multiple measures and the results shall be used to monitor and revise subsequent individual induction plans. The Superintendent or designee shall maintain a complete record of each participating teacher's participation and progress toward completion of professional credential requirements.~~

~~Performance assessments conducted as part of the induction program shall not be used for employment-related evaluations, as a condition of employment, or as a basis of terminating employment. (Education Code 44279.1)~~

~~(cf. 4115—Evaluation/Supervision)~~

~~(cf. 4117.4—Dismissal)~~

~~The Superintendent or designee shall conduct an annual evaluation of the induction program and may report to the Board regarding its effectiveness in meeting induction program goals.~~

~~(cf. 0500—Accountability)~~

~~(cf. 9000—Role of the Board)~~

The Governing Board recognizes the link between teacher effectiveness and student learning and desires to provide structured, individualized support and guidance to teachers as necessary to enhance their performance and support teacher retention. The Superintendent or designee shall develop a program of intensive professional development and consultation to help interns and beginning teachers apply their academic preparation more effectively in the classroom and to assist other teachers who need additional development in subject matter knowledge, instructional methods, and/or classroom management.

(cf. 4112.21 - Interns)

The Superintendent or designee shall coordinate individualized teacher support and guidance activities developed pursuant to this policy with other district staff development programs and staff evaluation processes.

(cf. 4115 - Evaluation/Supervision)

(cf. 4131 - Staff Development)

Teachers may volunteer to participate in a teacher support and guidance program or may be referred to such services based on their performance evaluation.

Support providers shall be experienced certificated personnel who are knowledgeable about teacher development and needed competencies and have strong interpersonal and communication skills. Support may include, but is not limited to, classroom observations, regular meetings with the support provider, and an individualized plan for professional development or coursework that takes into consideration the teacher's assignment and prior preparation and experience. The roles and responsibilities of support providers shall be clearly defined in writing and communicated to all participants.

TEACHER SUPPORT AND GUIDANCE (continued)

The Superintendent or designee shall ensure the timely assignment of qualified support providers to participating teachers and for reassignment as needed. He/she shall also ensure that each support provider receives appropriate training to serve in a support capacity and is provided adequate time and resources to assist other teachers.

The district may provide a stipend to support providers in accordance with the collective bargaining agreement and district budget.

(cf. 3100 - Budget)

(cf. 4141/4241 - Collective Bargaining Agreement)

The performance of a participating teacher shall be monitored by the support provider, Superintendent or designee, and/or a panel of teachers and administrators in order to determine whether the teacher has met program goals and to make recommendations for follow-up support or employment action, as appropriate.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4117.4 - Dismissal)

(cf. 4117.6 - Decision Not to Rehire)

(cf. 4118 - Suspension/Disciplinary Action)

The Superintendent or designee shall regularly evaluate the district's teacher support and guidance programs and shall report to the Board regarding program effectiveness in meeting district goals for teacher quality and retention. Evaluation reports may include, but are not limited to, data on program enrollment and completion, subsequent retention rates of participating teachers, and interviews or surveys of program participants.

(cf. 0500 - Accountability)

Beginning Teacher Induction Program

The Superintendent or designee shall inform beginning teachers who possess a preliminary credential about induction programs or other options that are available to help them fulfill the requirements of the clear multiple subject, single subject, or education specialist credential pursuant to Education Code 44259.

(cf. 4112.2 - Certification)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

The district's beginning teacher induction program shall meet program standards adopted by the CTC and shall support beginning teachers in meeting the competencies described in the California Standards for the Teaching Profession.

The beginning teacher's knowledge and classroom practice shall be regularly assessed using multiple measures and the results shall be used to monitor and revise individual induction plans. The Superintendent or designee shall maintain a complete record of each participating teacher's progress toward completion of clear credential requirements.

TEACHER SUPPORT AND GUIDANCE (continued)

When the teacher has successfully completed the induction program, the Board shall recommend to the CTC that he/she be awarded a clear teaching credential.

Legal Reference:**EDUCATION CODE**

~~41520-41522 Teacher Credentialing Block Grant~~

~~41530-41532 Professional Development Block Grant~~

~~44259 Credential requirements~~

~~44259.5 Standards for professional preparation programs~~

~~44275.4 Credential requirements, induction, out of state teachers~~

~~44279.1-44279.7 Beginning Teacher Support and Assessment Program (BTSA)~~

~~44325-44329 District interns~~

~~44380-44386 Alternative certification~~

~~44450-44468 University interns~~

~~44560-44562 Certificated Staff Mentoring Program~~

CODE OF REGULATIONS, TITLE 5

~~6100-6126 Teacher qualifications, No Child Left Behind Act~~

~~80055 Internship credential~~

~~80413 Credential requirements~~

~~80413.3 Credential requirements; teachers with out of state credentials~~

UNITED STATES CODE, TITLE 20

~~6319 Highly qualified teachers~~

~~6601-6702 Preparing, training and recruiting high quality teachers and principals~~

~~7801 Definitions, highly qualified teacher~~

Management Resources:**COMMISSION ON TEACHER CREDENTIALING/CALIFORNIA DEPARTMENT OF EDUCATION POLICY**

~~Funding Policy for Teacher Development Programs, December 2006~~

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

~~Induction Manual: A Credential Application Processing Guidebook for Commission-Approved Induction Programs, June 2004~~

~~Final Report of the Individual Evaluation of the Beginning Teacher Support and Assessment Program,~~

~~April 2002~~

~~Standards of Quality and Effectiveness for Professional Teacher Induction Programs, March 2002~~

~~California Standards for the Teaching Profession, 1997~~

WEB SITES

~~Beginning Teacher Support and Assessment: <http://www.btsa.ca.gov>~~

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

~~Commission on Teacher Credentialing: <http://www.etc.ca.gov>~~

Legal Reference (see next page)

TEACHER SUPPORT AND GUIDANCE (continued)

Legal Reference:

EDUCATION CODE

44259 *Credential requirements*

44259.5 *Standards for professional preparation programs*

44275.4 *Credential requirements, induction, out-of-state teachers*

44325-44328 *District interns*

44450-44468 *University interns*

44830.3 *Interns, professional development and guidance*

CODE OF REGULATIONS, TITLE 5

6100-6126 *Teacher qualifications, No Child Left Behind Act*

80021 *Short-term staff permit*

80021.1 *Provisional internship permit*

80026.5 *Orientation, guidance, and assistance for emergency permit holders*

80033 *Intern teaching credential*

80055 *Intern credential*

80413 *Credential requirements*

80413.3 *Credential requirements; teachers with out-of-state credentials*

UNITED STATES CODE, TITLE 20

6319 *Highly qualified teachers*

6601-6702 *Preparing, training and recruiting high quality teachers and principals*

7801 *Definitions, highly qualified teacher*

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

SB 2042 Multiple Subject and Single Subject Preliminary Credential Program Standards, rev.

February 2014

Intern Preservice, Support and Supervision Requirements: Preparation to Teach English Learners,
Program Sponsor Alert 13-06, June 3, 2013

Education Specialist Teaching and Other Related Services Credential Program Standards, rev. May
2013

*Multiple and Single Subject Induction Programs (program standards, preconditions, and language
addressing the teaching of English learners)*, rev. January 2013

California Standards for the Teaching Profession, October 2009

WEB SITES

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

California Federation of Teachers: <http://www.cft.org>

California Teachers Association: <http://www.cta.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Policy MADERA UNIFIED SCHOOL DISTRICT

Adopted: December 13, 2011 Madera, California

Approved:

Certificated Personnel

TEACHER SUPPORT AND GUIDANCE

Selection of Support Providers

The Superintendent or designee shall design a written application for certificated personnel who want to be mentor teachers or support providers.

Any employee designated by the Superintendent or designee as a support provider shall, at a minimum, meet the following qualifications:

1. Possess a clear credential

(cf. 4112.2 - Certification)

2. Have at least three years of full-time teaching experience

3. Have demonstrated effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students

The Superintendent or designee may establish a districtwide or school site advisory committee to verify that candidates fulfill the qualifications established by the district, interview candidates, and recommend candidates to the Superintendent or designee.

The Superintendent or designee shall make the final selection of support providers and shall assign support providers to participating teachers. To the extent possible, the assigned support provider shall be one who teaches at the same school, the same grade levels, and/or in the same subject matter as the teacher(s) to whom he/she is assigned. No support provider shall be assigned to more than five teachers during a school year.

(cf. 4113 - Assignment)

The Superintendent or designee shall regularly evaluate the effectiveness of the support provider and may reassign or revoke his/her designation as a support provider.

Peer Review Panel

The Superintendent or designee shall establish a peer review program to provide struggling teachers with feedback and guidance. When a teacher volunteers to participate or is referred by the principal due to unsatisfactory performance, written performance goals shall be established which are aligned with student learning and teacher evaluation criteria. The teacher shall be assigned a consulting teacher who shall provide assistance and review through multiple observations of the teacher during periods of classroom instruction. In addition, the teacher shall participate in sufficient professional development activities to assist him/her to improve teaching skills and knowledge. The consulting teacher shall maintain a written record of the teacher's activities and performance and shall regularly communicate with the principal regarding the teacher's progress.

TEACHER SUPPORT AND GUIDANCE (continued)

(cf. 4115 - Evaluation/Supervision)

The Superintendent or designee shall establish a joint teacher-administrator peer review panel composed of a majority of teachers selected by other teachers, with the remainder consisting of administrators selected by the Superintendent or designee. The joint teacher-administrator peer review panel shall review reports prepared by the consulting teacher and shall make recommendations to the Superintendent or designee as to whether the participating teacher should be exited from the program due to satisfactory improvement, remain in the program because he/she would possibly benefit from additional support from the program, or be recommended for dismissal.

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

Regulation: Madera Unified School District, Madera, CA

Adopted:

Administrative and Supervisory Personnel

EVALUATION/SUPERVISION

The Governing Board recognizes the importance of regular and comprehensive evaluations of administrative and supervisory personnel to provide ongoing feedback for continuous improvement of employee performance. Evaluations shall be linked to the district's vision, strategic plan, school improvement goals, professional development plan, and goals for student achievement.

~~(cf. 0000 Vision)~~

~~(cf. 0200 Goals for the School District)~~

~~(cf. 0500 Accountability)~~

~~(cf. 2140 Evaluation of the Superintendent)~~

~~(cf. 4300 Administrative and Supervisory Personnel)~~

Certificated Administrative and Supervisory Personnel

The Superintendent shall develop objective evaluation guidelines and standards for use in the district's evaluation system for certificated administrative and supervisory personnel. Such standards may include those of the California Professional Standards for Education Leaders as well as other standards and criteria developed by the Board and Superintendent.

Each certificated administrative and supervisory employee shall be evaluated every other year. However, an employee may be evaluated every five years provided that he/she has been employed by the district for at least 10 years, his/her previous evaluation rated him/her as meeting or exceeding standards, and the evaluator and the employee agree to this schedule. Either the evaluator or the employee may withdraw consent for this schedule at any time.

(Education Code 44664)

~~(cf. 4112.24 Teacher Qualifications Under the No Child Left Behind Act)~~

~~(cf. 4116 Probationary/Permanent Status)~~

Any certificated administrative and supervisory employee who is new to a position may be evaluated each year for the first two years in the position. Evaluation is a continuous process and may occur between scheduled periods at the request of the employee, his/her supervisor, or the Superintendent or designee.

Evaluations shall be conducted within the timelines specified in law, Board policy, and administrative regulation. The evaluation process for certificated administrative and supervisory personnel shall be the same as for other certificated instructional personnel, as detailed in AR 4115 – Evaluation/Supervision.

~~(cf. 4115 Evaluation/Supervision)~~

~~(cf. 4312.1 Contracts)~~

The Governing Board believes that regular, comprehensive evaluations designed to hold administrative and supervisory staff accountable for their performance are key to improving their instructional leadership and management skills. Evaluations shall be linked to the district's vision and goals and school improvement plans.

Administrative and Supervisory Personnel

EVALUATION/SUPERVISION (continued)

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0500 - Accountability)

(cf. 2140 - Evaluation of the Superintendent)

(cf. 4300 - Administrative and Supervisory Personnel)

Evaluations shall be used to recognize the exemplary skills and accomplishments of administrative and supervisory employees, serve as a criterion for contract renewals, and identify areas needing improvement. When the evaluation indicates areas needing improvement, the Board expects employees to take the initiative to improve their performance and for their supervisors to assist them in obtaining needed job skills.

(cf. 4331 - Staff Development)

Administrative and supervisory employees shall be evaluated in accordance with provisions of employee contracts and/or applicable collective bargaining agreements as appropriate.

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 4312.1 - Contracts)

The Superintendent or designee shall make written evaluation procedures available to all administrative and supervisory employees.

(cf. 4112.9 - Employee Notifications)

An employee shall be evaluated annually for the first and second years of employment as an administrator or supervisor in the district, and at least every two years thereafter, unless otherwise provided for in an employee contract or collective bargaining agreement. Evaluations may occur between scheduled periods at the request of the employee, his/her supervisor, or the Superintendent or designee.

The Superintendent or designee shall establish clear, objective criteria for evaluation based on the job responsibilities of each administrative or supervisory position.

Evaluation criteria for certificated school site administrators may be based on the California Professional Standards for Educational Leaders (CPSEL) and also may include, but not be limited to, evidence of: (Education Code 44671)

1. Academic growth of students, based on multiple measures which may include student work as well as student and school longitudinal data that demonstrate academic growth over time

Administrative and Supervisory Personnel

EVALUATION/SUPERVISION (continued)

Assessments used for this purpose shall be valid and reliable and used for the intended purposes and for the appropriate student populations. Local and state academic assessments may include, but are not limited to, state standardized assessments and formative, summative, benchmark, end-of-chapter, end-of-course, Advanced Placement, International Baccalaureate, college entrance, and performance assessments.

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6141.5 - Advanced Placement)

2. Effective and comprehensive teacher evaluations, including, but not limited to, curricular and management leadership, ongoing professional development, teacher-principal teamwork, and professional learning communities
3. Culturally responsive instructional strategies to address and eliminate the achievement gap
4. The ability to analyze quality instructional strategies and provide effective feedback that leads to instructional improvement
5. High expectations for all students and leadership to ensure active student engagement and learning
6. Collaborative professional practices for improving instructional strategies
7. Effective school management, including personnel and resource management, organizational leadership, sound fiscal practices, a safe campus environment, and appropriate student behavior
8. Meaningful self-assessment to improve as a professional educator, which may include, but not be limited to, a self-assessment based on the CPSEL and the identification of areas of strengths and areas for professional growth to engage in activities to foster professional growth
9. Consistent and effective relationships with students, parents/guardians, teachers, staff, and other administrators

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

The evaluation shall be dated and signed by the employee and evaluator. The employee may respond in writing to the evaluation within a reasonable time after receiving a copy of the evaluation. The response shall be attached to the evaluation and placed in the employee's personnel file.

Administrative and Supervisory Personnel

EVALUATION/SUPERVISION (continued)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Classified Senior Management and Supervisory Employees

Classified senior management and supervisory employees shall be evaluated in accordance with the procedures developed by the Superintendent or designee and approved by the Board.

(cf. 4215 - Evaluation/Supervision)

Evaluations shall be used to recognize the exemplary skills and accomplishments of classified senior management and supervisory employees and to identify areas needing improvement. When the evaluation indicates areas needing improvement, the Board expects such staff to take the initiative to improve their performance and for their supervisors to assist them in obtaining needed job skills.

(cf. 4331 - Staff Development)

The evaluation shall be dated and signed by the classified senior manager or supervisory employee and his/her supervisor. The manager or supervisory employee may respond in writing to the evaluation within a reasonable time after receiving a copy of the evaluation. The response shall be attached to the evaluation and placed in his/her personnel file.

(cf. 4112.6/4212.6/4312.6 - Personnel Records)

-Legal References:

EDUCATION CODE

~~33039 State guidelines for teacher evaluation procedures~~

35171 Availability of rules and regulations for evaluation of performance

44660-44665 Evaluation and assessment of performance of certificated employees

44670-44671 Principal evaluation

45113 Rules and regulations for the classified service in districts not incorporating the merit system

GOVERNMENT CODE

3540.1 Meeting and negotiating in public educational employment, definitions

3543.2 Scope of representation

3545 Determination of bargaining units

UNITED STATES CODE, TITLE 20

~~6319 Highly qualified teachers~~

~~7801 Definition of highly qualified teacher~~

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Professional Standards for Educational Leaders

Standards of Quality and Effectiveness for Administrative Services Credentials, 2001

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

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

Commission on Teacher Credentialing: <http://www.ctc.ca.go>

National Board for Professional Teaching Standards: <http://www.nbpts.org>

Administrative and Supervisory Personnel

EVALUATION/SUPERVISION (continued)

Policy MADERA UNIFIED SCHOOL DISTRICT
Adopted: December 13, 2011 Madera, California
Approved:

Personnel—Administrative and Supervisory Personnel**PROFESSIONAL STANDARDS****CALIFORNIA PROFESSIONAL STANDARDS FOR EDUCATIONAL LEADERS****Preamble**

The administrator(s) at a school site have numerous responsibilities that ultimately lead to the improvement of the performance of all students in the school. By acquiring the skills, attitudes and behaviors as outlined in the following Professional Standards for School Leaders, students have the best opportunity to achieve the mission and vision of the district and to meet the expectations of high standards for student learning.

Standards

A school administrator is an educational leader who promotes the success of all students by:

1. Facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community
2. Advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth
3. Ensuring management of the organization, operations, and resources for a safe, efficient and effective learning environment
4. Collaborating with families and community members, responding to diverse community interests and needs, and mobilizing community resources
5. Modeling a personal code of ethics and developing professional leadership capacity
6. Understanding, responding to, and influencing the larger political, social, economic, legal, and cultural context

Source: California Professional Standards for Educational Leaders, 2001

Standard 1. Development and Implementation of a Shared Vision: Education leaders facilitate the development and implementation of a shared vision of learning and growth of all students.

- 1A. Student-Centered Vision: Leaders shape a collective vision that uses multiple measures of data and focuses on equitable access, opportunities, and outcomes for all students.
- 1B. Developing Shared Vision: Leaders engage others in a collaborative process to develop a vision of teaching and learning that is shared and supported by all stakeholders.

PROFESSIONAL STANDARDS (continued)

- 1C. Vision Planning and Implementation: Leaders guide and monitor decisions, actions, and outcomes using the shared vision and goals.

Standard 2. Instructional Leadership: Education leaders shape a collaborative culture of teaching and learning informed by professional standards and focused on student and professional growth.

- 2A. Professional Learning Culture: Leaders promote a culture in which staff engages in individual and collective professional learning that results in their continuous improvement and high performance.
- 2B. Curriculum and Instruction: Leaders guide and support the implementation of standards-based curriculum, instruction, and assessments that address student expectations and outcomes.
- 2C. Assessment and Accountability: Leaders develop and use assessment and accountability systems to monitor, improve, and extend educator practice, program outcomes, and student learning.

Standard 3. Management and Learning Environment: Education leaders manage the organization to cultivate a safe and productive learning and working environment.

- 3A. Operations and Facilities: Leaders provide and oversee a functional, safe, and clean learning environment.
- 3B. Plans and Procedures: Leaders establish structures and employ policies and processes that support students to graduate ready for college and career.
- 3C. Climate: Leaders facilitate safe, fair, and respectful environments that meet the intellectual, linguistic, cultural, social-emotional, and physical needs of each learner.
- 3D. Fiscal and Human Resources: Leaders align fiscal and human resources and manage policies and contractual agreements that build a productive learning environment.

Standard 4. Family and Community Engagement: Education leaders collaborate with families and other stakeholders to address diverse student and community interests and mobilize community resources.

- 4A. Parent and Family Engagement: Leaders meaningfully involve all parents and families, including underrepresented communities, in student learning and support programs.
- 4B. Community Partnerships: Leaders establish community partnerships that promote and support students to meet performance and content expectations and graduate ready for college and career.

PROFESSIONAL STANDARDS (continued)

- 4C. Community Resources and Services: Leaders leverage and integrate community resources and services to meet the varied needs of all students.

Standard 5. Ethics and Integrity: Education leaders make decisions, model, and behave in ways that demonstrate professionalism, ethics, integrity, justice, and equity and hold staff to the same standard.

- 5A. Reflective Practice: Leaders act upon a personal code of ethics that requires continuous reflection and learning.
- 5B. Ethical Decision-Making: Leaders guide and support personal and collective actions that use relevant evidence and available research to make fair and ethical decisions.
- 5C. Ethical Action: Leaders recognize and use their professional influence with staff and the community to develop a climate of trust, mutual respect, and honest communication necessary to consistently make fair and equitable decisions on behalf of all students.

Standard 6. External Context and Policy: Education leaders influence political, social, economic, legal, and cultural contexts affecting education to improve education policies and practices.

- 6A. Understanding and Communicating Policy: Leaders actively structure and participate in opportunities that develop greater public understanding of the education policy environment.
- 6B. Professional Influence: Leaders use their understanding of social, cultural, economic, legal, and political contexts to shape policies that lead all students to graduate ready for college and career.
- 6C. Policy Engagement: Leaders engage with policymakers and stakeholders to collaborate on education policies focused on improving education for all students.

Exhibit: MADERA UNIFIED SCHOOL DISTRICT
 Version: December 13, 2011 Madera, California
 Revised:

Personnel

Drug And Alcohol Testing For School Bus Drivers

Note: The following administrative regulation reflects state and federal requirements (Vehicle Code 34520; 49 CFR 40.1-40.413, 382.101-382.605) for drug and alcohol testing of school bus drivers, including pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow-up testing. Pursuant to 49 CFR 40.27, the district must not require a driver to sign a consent, release, waiver of liability, or indemnification agreement with respect to any part of the drug or alcohol testing process.

Definitions

For purposes of drug testing required by the U.S. Department of Transportation (DOT), drugs included in the tests are marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates. (49 CFR 40.3, 40.85, 382.107)

Alcohol concentration or level means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath. For purposes of the DOT alcohol testing program, an alcohol level between 0.02 and 0.04 requires removal of the bus driver for a 24-hour period following the test. An alcohol level of 0.04 or higher requires immediate removal of the driver from performing safety-sensitive functions until the driver has successfully completed the return-to-duty process. (49 CFR 382.107, 382.201, 382.505)

Safety-sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include, but are not limited to, all time driving or otherwise in the bus; waiting at a district facility to be dispatched; inspecting, servicing, or conditioning the bus or bus equipment; loading or unloading the bus; supervising or assisting in the loading or unloading of the bus; and repairing, obtaining assistance, or remaining in attendance upon a disabled bus. (49 CFR 382.107)

(cf. 3540 - Transportation)

(cf. 3542 - School Bus Drivers)

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 4020 - Drug and Alcohol-Free Workplace)

Designated Employer Representative

Note: 49 CFR 40.35 and 40.215 require the district to identify a "designated employer representative" to perform the duties specified in 49 CFR 40.3. The following paragraph may be revised to reflect the title of the employee so designated.

The Superintendent or designee shall identify a designated employer representative and shall provide his/her name and telephone number to the testing contractor to contact about any problems or issues that may arise during the testing process. (49 CFR 40.35, 40.215)
The designated employer representative shall be responsible for receiving test results and

Drug And Alcohol Testing For School Bus Drivers (continued)

other communications, taking immediate action(s) to remove drivers from safety-sensitive functions, and making other required decisions in the testing and evaluation processes. (49 CFR 40.3)

Pre-employment Testing

When hiring a new driver, the Superintendent or designee shall, with the driver's written consent, request the driver's past drug and alcohol testing record, as specified in 49 CFR 40.25, from any employer who has employed the driver at any time during the previous two years. In addition, the Superintendent or designee shall ask the driver if he/she tested positive, or refused to test, on any pre-employment drug or alcohol test that was administered during the past two years in the course of applying for another safety-sensitive transportation position that he/she did not obtain. The driver shall not be permitted to perform safety-sensitive functions if he/she refuses to provide consent to obtain the information from previous employers, the information from previous employers is not received within 30 days of the date on which the driver first performed safety-sensitive functions for the district, or the driver or a previous employer reports a violation of a drug or alcohol regulation without subsequent completion of the return-to-duty process. (49 CFR 40.25, 382.413)

Upon making a contingent offer of employment to a driver and prior to the first time the driver performs safety-sensitive functions for the district, the Superintendent or designee shall require the driver to undergo testing for drugs and to receive a verified negative test result. This testing requirement may be waived if all of the following conditions exist: (49 CFR 382.301)

1. The driver has participated in a qualified drug testing program within the previous 30 days.
2. While participating in the program, the driver either was tested within the past six months or participated in a random drug testing program for the previous 12 months.
3. The Superintendent or designee has contacted the testing program(s) in which the driver has participated and has obtained information about the program and the driver's participation as specified in 49 CFR 382.301.
4. No prior employer of the driver of whom the district has knowledge has records of the driver's violation of federal drug testing regulations within the previous six months.

Note: The following optional paragraph is for use by districts that choose to conduct pre-employment alcohol testing; see the accompanying Board policy. Pursuant to 49 CFR 382.301, pre-employment alcohol testing is not required but, if the district chooses to conduct such testing, it must comply with the following requirements.

Drug And Alcohol Testing For School Bus Drivers (continued)

In addition, the Superintendent or designee shall require the driver to undergo pre-employment alcohol testing in accordance with the procedures in 49 CFR 40.1-40.605 and to receive a test result indicating an alcohol concentration level of less than 0.04. (49 CFR 382.301)

Post-Accident Testing

As soon as practicable following an accident involving a school bus or student activity bus, the Superintendent or designee shall ensure that the driver involved is tested for alcohol and/or drugs under either of the following conditions: (49 CFR 382.303)

1. The accident involved loss of human life.
2. The driver receives a citation for a moving traffic violation and the accident involved bodily injury to a person who required immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

The Superintendent or designee shall attempt to administer a required alcohol test up to eight hours following the accident and/or a drug test up to 32 hours following the accident. The results of an alcohol or drug test conducted by federal, state, or local officials having independent authority for the test shall be considered to meet this requirement. If the alcohol test is not administered within two hours following the accident, or the test for drugs is not administered within 32 hours following the accident, the Superintendent or designee shall make a record stating the reasons the test was not promptly administered. (49 CFR 382.303)

Random Testing

Note: The district may revise the following paragraph to specify the method by which it will select drivers for random drug and alcohol testing. Pursuant to 49 CFR 382.305, the district must randomly select drivers for testing using a scientifically valid method such as a random number table or a computer-based random number generator that is matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Pursuant to 49 CFR 40.347, the district may contract with a third-party administrator or join a consortium of employers to operate the random selection process.

The Superintendent or designee shall ensure that random, unannounced drug and alcohol tests of bus drivers are conducted on testing dates reasonably spread throughout the year. Such tests shall be conducted during, immediately before, or immediately after the performance of safety-sensitive functions. (49 CFR 382.305)

Note: The district must annually test at least 10 percent of district drivers for alcohol and at least 50 percent for drugs, in accordance with the calculations and procedures described in 49 CFR 382.305. The minimum required percentage is subject to change as determined necessary by the Federal Motor Carrier Safety Administration (FMCSA). Any such change

Drug And Alcohol Testing For School Bus Drivers (continued)

will be published in the Federal Register and on the FMCSA's web site and will be effective starting January 1 following such publication.

The Superintendent or designee shall ensure that the percentage of district drivers randomly tested for drugs and alcohol meets or exceeds the minimum annual percentage rates specified in 49 CFR 382.305 or subsequently published in the Federal Register.

Each driver selected for random testing shall have an equal chance of being tested each time selections are made. (49 CFR 382.305)

Each driver who is selected for testing shall proceed to the test site immediately or, if performing a safety-sensitive function other than driving a bus, then as soon as possible after ceasing that function. (49 CFR 382.305)

Reasonable Suspicion Testing

Note: The following section may be revised to reflect the position (e.g., driver's supervisor or other district employee) authorized and trained to make observations for reasonable suspicion drug or alcohol testing.

A driver shall be required to submit to a drug or alcohol test whenever the Superintendent or designee has reasonable suspicion that the driver has violated the prohibitions against the use of drugs or alcohol. Such reasonable suspicion shall be based on specific, contemporaneous, articulable observations, conducted during, immediately before, or immediately after the performance of safety-sensitive functions, concerning the driver's appearance, behavior, speech, and/or body odors. Reasonable suspicion of drug use may also include indications of the chronic and withdrawal effects of drugs. (49 CFR 382.307)

The person who makes the required observations for reasonable suspicion testing for drugs or alcohol shall be trained in accordance with 49 CFR 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not be the same person who conducts the alcohol test. (49 CFR 382.307)

Within 24 hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier, the Superintendent or designee shall prepare and sign a written record of the observations leading to a reasonable suspicion test. (49 CFR 382.307)

An alcohol test required as a result of reasonable suspicion shall be administered within eight hours following the determination of reasonable suspicion. If the test is not administered within two hours, the Superintendent or designee shall prepare and maintain on file a record stating the reasons the test was not promptly administered. (49 CFR 382.307)

In the absence of a reasonable suspicion alcohol test, the district shall take no action against a driver based solely on the driver's behavior and appearance, except that the driver shall not be

Drug And Alcohol Testing For School Bus Drivers (continued)

allowed to report for or remain on safety-sensitive functions until an alcohol test is administered and the results show a concentration less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion. (49 CFR 382.307)

Return-to-Duty Testing

Note: Pursuant to 49 CFR 40.305, the district may return a driver to safety-sensitive functions after he/she completes required education and treatment services as described in the accompanying Board policy and a return-to-duty drug or alcohol test. Such personnel decisions may be subject to collective bargaining or other legal requirements.

The Superintendent or designee may permit a driver who has violated federal drug or alcohol regulations to return to safety-sensitive functions after the driver has successfully complied with the education and treatment services prescribed by a substance abuse professional and has taken a return-to-duty drug or alcohol test. The driver shall not resume performance of safety-sensitive functions unless the drug test shows a negative result and/or the alcohol test shows a concentration of less than 0.02. (49 CFR 40.305, 382.309)

Follow-Up Testing

Note: Pursuant to 49 CFR 40.307, after a driver successfully complies with education and treatment services, the substance abuse professional will prescribe a follow-up testing plan and will present that plan to the designated employer representative. The plan must direct that the driver be subject to at least six unannounced follow-up tests in the first 12 months following the driver's return to safety-sensitive functions.

Upon receiving a written follow-up testing plan from a substance abuse professional, the Superintendent or designee shall determine the actual dates for follow-up testing consistent with those recommendations and shall ensure that such tests are unannounced and follow no discernable pattern as to their timing. No additional tests beyond those included in the plan shall be imposed by the district. (49 CFR 40.307-40.309, 382.111)

Notifications

Note: Pursuant to 49 CFR 382.601, the district is mandated to adopt policy and procedures pertaining to misuse of drugs and alcohol and to provide these materials to each driver. When conducting compliance inspections, the CHP reviews whether district policy or regulations contain all of items #1-11 below.

The Superintendent or designee shall provide each driver with materials explaining the federal regulations and the district's policy and procedure related to drug and alcohol testing and shall notify representatives of employee organizations of the availability of this information. This information shall include a detailed discussion of at least the following: (49 CFR 382.303, 382.113, 382.601)

Drug And Alcohol Testing For School Bus Drivers (continued)

1. The identity of the person designated by the district to answer driver questions about the materials
2. The categories of drivers who are subject to drug and alcohol testing
3. Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the workday the driver is required to be in compliance
4. Specific information concerning prohibited driver conduct
5. The circumstances under which a driver will be tested for drugs and/or alcohol, including post-accident testing
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver
7. The requirement that a driver submit to drug and alcohol tests
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences
9. The consequences for drivers found to have violated the prohibitions against drug or alcohol use, including the circumstances under which drivers will be removed immediately from safety-sensitive functions and the requirements for education, treatment, and return-to-duty testing
10. The consequences for drivers found to have a blood alcohol concentration between 0.02 and 0.04
11. Information concerning the effects of drug and alcohol use on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to any employee assistance program, and/or referral to management

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Each driver shall sign a statement certifying that he/she has received a copy of the above materials. The Superintendent or designee shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver. (49 CFR 382.601)

In addition, prior to administering each alcohol or drug test, the driver shall be notified that the test is required pursuant to Title 49, Part 382, of the Code of Federal Regulations. (49 CFR 382.113)

Drug And Alcohol Testing For School Bus Drivers (continued)

The driver shall be notified of the results of drug and alcohol tests in accordance with 49 CFR 382.411.

Records

Note: 49 CFR 40. 333 and 382.401 specify the records that must be retained by the district and how long each record must be retained (i.e., one year, two years, three years, five years, or indefinitely). Upon receiving a request from the FMCSA to inspect any such record, the district must make the record(s) available for inspection at the district office within two business days.

The Superintendent or designee shall maintain records of the district's drug and alcohol testing program in accordance with 49 CFR 40.333 and 382.401. Such records shall be maintained in a secure location with controlled access and shall be disclosed only in accordance with 49 CFR 382.405.

(cf. 3580 - District Records)

Regulation: MADERA UNIFIED SCHOOL DISTRICT, Madera, CA
Adopted:



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Request Approval of Collective Bargaining Agreement between the Madera Unified School District and the Madera Unified Teachers Association for July 1, 2013 through June 30, 2016.

Responsible Staff: **Edward C. González, Superintendent**
Kent Albertson, Chief Human Resources Officer

Agenda Placement: New Business

Background/rationale:

- The Madera Unified School District and Madera Unified Teachers Association have concluded negotiations and will maintain the current contract language except as noted in the attached agreement.

Financial impact:

- 2014-15 \$3,699,710
- 2015-16 \$6,757,120

Superintendent's recommendation:

- The Superintendent recommends approval of this item.

Supporting documents attached:

- Public Disclosure of Collective Bargaining Agreement

**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 Unified Teachers Association

Certificated, Classified, Other: Certificated Teachers

The proposed agreement covers the period beginning: July 1, 2014
(date)

and ending June 30, 2016
(date)

The Governing Board will act upon this agreement on: October 28, 2014
(date)

Type of Public Disclosure: Collective Bargaining Agreement

A. Proposed Change in Compensation

		Annual Cost Prior to Proposed Agreement FY 2014/15	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) FY 2014/15	Year 2 Increase/(Decrease) FY 2015/16	Year 3 Increase/(Decrease) FY 2016/17
1	Salary Schedule Increase (Decrease)	\$ 62,825,131	\$ 2,582,113 4.11%	\$ 5,038,482 8.02%	\$ 5,038,482 8.02%
2	Step and Column - Increase (Decrease) Due to movement plus New Column- Class VII	\$ -	\$ 659,664 0.00%	\$ 684,071 103.70%	\$ 684,071 100.00%
3	Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -	\$ -	\$ 198,201	\$ 198,201
	Description of other compensation:	\$ -	\$ -	\$ -	\$ -
4	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicate etc.	\$ 9,466,578	\$ 457,933 4.84%	\$ 836,366 8.83%	\$ 836,366 8.83%
5	Health/Welfare Plans (Incls.CIL)	\$ 15,354,961	\$ - 0.00%	\$ - 0.00%	\$ - 0.00%
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 87,646,670	\$ 3,699,710	\$ 6,757,120	\$ 6,757,120
7	Total Number of Represented Employees (Use FTEs if appropriate)	1015.41	1015.41	1015.41	1015.41
8	Total Compensation Average Cost per Employee	\$ 86,317	\$ 3,644 4.22%	\$ 6,655 7.71%	\$ 6,655 7.71%

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"?

In 2014-15 a new Salary Schedule was created with varied increases to each existing column and step ranging from 3.06% to 4.40%. In addition to the % increases to the existing Salary Schedule, a new column (Class VII-BA +75 Units with Valid Credential) was added. The 2015-16 Salary Schedule was increased 3.7%, longevity was modified to flat rate tiers with a 25+ year added, and Advanced Degree stipends were increased from \$880 to \$1,000 for Masters and from \$880 to \$1,500 for Doctorate. The prevailing hourly rate for bargaining unit members working beyond the regular contracted day increased effective July 1, 2015 from \$30 per hour to \$35 per hour.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

Yes, in 2014-15 a new Column (Class VII -BA+75 Units with Valid Credentials) was added. In 2015-16 a new tier of longevity was added for 25+ years of service, 20 completed in MUSD.

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 in 2014-15 is \$15,288 and this 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 10/7/2014.

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.)

See attached Tentative Agreement signed 10/7/2014.

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 10/7/2014.

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.

Yes, this agreement will increase the deficit financing in the current and subsequent years. The deficit financing is due to transfers being made from the General Fund to the Building Fund and Capital Project Fund for facilities needs. The interfund transfer will be reduced by \$2.5 million to address the deficit.

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

General Fund and Child Development Fund.

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)?

This is a 2 year agreement.

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.)

The cost of the proposed agreement will be funded from General Fund - Fund 01 and Child Development Fund - Fund 12 - in the current and subsequent years (Includes Restricted & Unrestricted Funds).

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

General Fund - Fund 01

UNRESTRICTED

Madera Unified School District Madera Unified Teachers Association			
Certificated 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)
7/2/2014			
150,903,923	1,099,209	0	152,003,132
4,180,863	0	0	4,180,863
155,084,786	1,099,209	0	156,183,995
65,132,253	2,858,963	0	67,991,216
16,284,580	0	0	16,284,580
34,016,564	403,857	0	34,420,421
6,673,606	0	0	6,673,606
8,813,976	0	0	8,813,976
748,000	0	0	748,000
820,776	0	0	820,776
-1,542,066	0	0	-1,542,066
0	0	0	0
130,947,689	3,262,820	0	134,210,509
24,137,097	-2,163,611	0	21,973,486
20,000	2,500,000	0	2,520,000
15,892,479		0	15,892,479
-13,216,148	-294,621	0	-13,510,769
-29,088,627	2,205,379	0	-26,883,248
-4,951,530	41,768	0	-4,909,762
41,139,066	0	0	41,139,066
0	0	0	0
36,187,536	41,768	0	36,229,304
640,210	0	0	640,210
0	0	0	0
0	0	0	0
5,761,952	0	0	5,761,952
5,612,851	0	0	5,612,851
24,172,523	41,768	0	24,214,291

* Please see question on page 6 (#5 & #6).

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

General Fund - Fund 01

RESTRICTED

Madera Unified School District Madera Unified Teachers Association			
Certificated 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)
7/2/2014			
0	0	0	0
22,490,422	0	0	22,490,422
22,490,422	0	0	22,490,422
10,005,181	366,175	0	10,371,356
4,020,449	0	0	4,020,449
6,429,379	51,726	0	6,481,105
12,143,439	-123,279	0	12,020,160
4,501,568	0	0	4,501,568
297,357	0	0	297,357
611,087	0	0	611,087
986,173	0	0	986,173
0	0	0	0
38,994,633	294,621	0	39,289,254
-16,504,211	-294,621	0	-16,798,832
0	0	0	0
1,224,646	0	0	1,224,646
13,216,148	294,621	0	13,510,769
11,991,502	294,621	0	12,286,123
-4,512,709	0	0	-4,512,709
4,512,709	0	0	4,512,709
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

* Please see question on page 6 (#5 & #6).

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

COMBINED UNRESTRICTED/RESTRICTED	General Fund - Fund 01			
	Madera Unified School District Madera Unified Teachers Association			
	Certificated 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	7/2/2014			
Revenue Limit Sources (8010-8099)	150,903,923	1,099,209	0	152,003,132
Remaining Revenues (8100-8799)	26,671,285	0	0	26,671,285
TOTAL REVENUES	177,575,208	1,099,209	0	178,674,417
EXPENDITURES				
Certificated Salaries (1000-1999)	75,137,434	3,225,138	0	78,362,572
Classified Salaries (2000-2999)	20,305,029	0	0	20,305,029
Employee Benefits (3000-3999)	40,445,943	455,583	0	40,901,526
Books and Supplies (4000-4999)	18,817,045	-123,279	0	18,693,766
Services, Other Operating Expenses (5000-5999)	13,315,544	0	0	13,315,544
Capital Outlay (6000-6599)	1,045,357	0	0	1,045,357
Other Outgo (7100-7299) (7400-7499)	1,431,863	0	0	1,431,863
Direct Support/Indirect Cost (7300-7399)	-555,893	0	0	-555,893
Other Adjustments	0	0	0	0
TOTAL EXPENDITURES	169,942,322	3,557,441	0	173,499,763
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	7,632,886	-2,458,232	0	5,174,654
OTHER FINANCING SOURCES				
Transfers In & Other Sources (8910-8979)	20,000	2,500,000	0	2,520,000
Transfers Out & Other Uses (7610-7699)	17,117,125	0	0	17,117,125
Contributions (8980-8999)	0	0	0	0
Total Financing Sources	-17,097,125	2,500,000	0	-14,597,125
NET INCREASE (DECREASE) IN FUND BALANCE	-9,464,239	41,768	0	-9,422,471
FUND BALANCE, RESERVES				
Beginning Fund Balance	45,651,775	0	0	45,651,775
Prior-Year Adjustments/Restatements (9793/9795)	0	0	0	0
Current Year Ending Fund Balance	36,187,536	41,768	0	36,229,304
COMPONENTS OF ENDING BALANCE:				
Nonspendable	640,210	0	0	640,210
Restricted	0	0	0	0
Committed	0	0	0	0
Assigned	5,761,952	0	0	5,761,952
Reserve for Economic Uncertainties 3%	5,612,851	0	0	5,718,507
Unassigned/Unappropriated	24,172,523	0	0	24,108,636
Reserve for Economic Uncertainties Percentage				

* Please see question on page 6 (#5 & #6).

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund			
	Madera Unified School District Madera Unified Teachers Association Certificated Teachers		
	FY 2014/15	FY 2015/16	FY 2016/17
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	152,003,132	163,173,708	175,190,113
Remaining Revenues (8100-8799)	26,671,285	22,828,944	22,828,944
TOTAL REVENUES	178,674,417	186,002,652	198,019,057
EXPENDITURES			
Certificated Salaries (1000-1999)	78,362,572	82,967,706	85,578,202
Classified Salaries (2000-2999)	20,305,029	20,609,604	20,918,749
Employee Benefits (3000-3999)	40,901,526	44,274,716	49,330,213
Books and Supplies (4000-4999)	18,693,766	10,908,135	10,790,652
Services, Other Operating Expenses (5000-5999)	13,315,544	13,008,695	13,119,697
Capital Outlay (6000-6599)	1,045,357	778,461	778,461
Other Outgo (7100-7299) (7400-7499)	1,431,863	3,262,606	3,448,521
Direct Support/Indirect Cost (7300-7399)	-555,893	-811,315	-811,315
Other Adjustments	0	0	0
Total Expenditures	173,499,763	174,998,608	183,153,180
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	5,174,654	11,004,044	14,865,877
OTHER FINANCING SOURCES			
Transfers In & Other Sources (8910-8979)	2,520,000	2,520,000	2,520,000
Transfers Out & Other Uses (7610-7699)	17,117,125	13,448,546	13,448,546
Contributions (8980-8999)	0	0	0
Total Financing Sources	-14,597,125	-10,928,546	-10,928,546
NET INCREASE (DECREASE) IN FUND BALANCE	-9,422,471	75,498	3,937,331
FUND BALANCE, RESERVES			
Beginning Fund Balance	45,651,775	36,229,304	36,304,802
Current Year Ending Fund Balance	36,229,304	36,304,802	40,242,133
COMPONENTS OF ENDING BALANCE:			
Nonspendable	640,210	640,210	640,210
Restricted	0	0	0
Committed	0	0	0
Assigned	5,761,952	6,098,361	7,728,361
Reserve for Economic Uncertainties 3%	5,718,507	5,653,415	5,898,052
Unassigned/Unappropriated	24,108,636	23,912,816	25,975,510
Reserve for Economic Uncertainties Percentage	15.65%	15.69%	16.21%

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

	FY 2014/15	FY 2015/16	FY 2016/17
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 190,616,888	\$ 188,447,154	\$ 196,601,726
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	\$ 5,718,507	\$ 5,653,415	\$ 5,898,052

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 5,718,507	\$ 5,653,415	\$ 5,898,052
b. General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 24,108,636	\$ 23,912,816	\$ 25,975,510
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	\$ 29,827,142	\$ 29,566,230	\$ 31,873,562
h. Reserve for Economic Uncertainties Percentage	15.65%	15.69%	16.21%

3. Do unrestricted reserves meet the state minimum reserve amount?

	FY 2014/15	FY 2015/16	FY 2016/17
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 4c 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 amount in Column 2 on Page 4c represents the impact to Unrestricted Funds in General Fund - Fund 01 only. The amount on Page 1, Line 6 represents the impact to Unrestricted and Restricted General Fund - Fund 01 and Child Development Fund - Fund 12. The Restricted portion is offset by a reduction in other categories within those Restricted 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 Unified Teachers Association during the term of the agreement from

July 1, 2014 to June 30, 2016

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)
	\$ -
	\$ 41,767.93

⚡ You can only select one ⚡

☒ Budget Revisions necessary

☐ No Budget Revisions necessary


District Superintendent
(Signature)

10/10/2014
Date

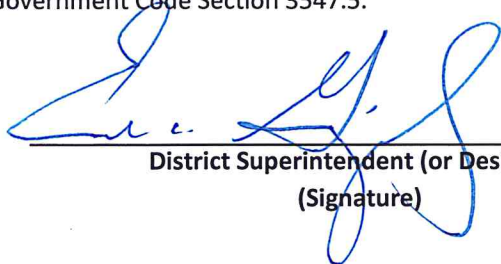

Chief Business Officer
(Signature)

10/10/2014
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)

10/10/2014
Date

Teri Bradshaw, Director of Fiscal Services
Contact Person

(559) 675-4500 Ext 208
Phone

President or Clerk of the Governing Board

10/28/2014
Date

Madera Unified School District
2014/15 Certificated Salary Schedule
 (Based on 2013/14 with Weighted Increase and Class VII)

NEW TEACHER INCENTIVE SCHEDULE (Preliminary/Professional/Clear Credential)

Based on 183 Work Days

	CTC Child Center Permit	BA With Valid Credential	BA+15 Units W/Valid Credential	BA+30 Units W/Valid Credential	BA+45 Units W/Valid Credential	BA+60 Units W/Valid Credential	BA+75 Units W/Valid Credential	
Step	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	Step
1	\$ 29,460	\$ 40,559	\$ 41,999	\$ 43,490	\$ 45,034	\$ 46,632	\$ 48,288	1
2	\$ 30,506	\$ 41,999	\$ 43,490	\$ 45,034	\$ 46,632	\$ 48,288	\$ 50,002	2
3	\$ 31,589	\$ 43,490	\$ 45,034	\$ 46,632	\$ 48,288	\$ 50,002	\$ 51,777	3
4	\$ 32,710	\$ 45,034	\$ 46,632	\$ 48,288	\$ 50,002	\$ 51,777	\$ 53,615	4
5	\$ 33,871	\$ 46,632	\$ 48,288	\$ 50,002	\$ 51,777	\$ 53,615	\$ 55,518	5
6		\$ 48,288	\$ 50,002	\$ 51,777	\$ 53,615	\$ 55,518	\$ 57,489	6
7		\$ 50,002	\$ 51,777	\$ 53,615	\$ 55,518	\$ 57,489	\$ 59,530	7
8			\$ 53,615	\$ 55,518	\$ 57,489	\$ 59,530	\$ 61,644	8
9				\$ 57,489	\$ 59,530	\$ 61,644	\$ 63,832	9
10				\$ 59,530	\$ 61,644	\$ 63,832	\$ 66,098	10
11					\$ 63,832	\$ 66,098	\$ 68,445	11
12						\$ 68,445	\$ 70,874	12
13						\$ 70,874	\$ 73,391	13
14						\$ 73,391	\$ 75,996	14

COUNSELORS & HEAD COUNSELORS Salary Schedule Based on 198 Work Days

Step	CLASS X	Step
1	\$ 64,783	1
2	\$ 67,083	2
3	\$ 69,465	3
4	\$ 71,931	4
5	\$ 74,484	5
6	\$ 77,128	6

Longevity:

FACTOR: ANNUAL AMOUNT

15th Year of Service, 10 Years Completed in M.U.S.D.	0.018	\$ 1,321
16th Year of Service, 11 Years Completed in M.U.S.D.	0.029	\$ 2,128
17th Year of Service, 12 Years Completed in M.U.S.D.	0.040	\$ 2,936
18th Year of Service, 13 Years Completed in M.U.S.D.	0.051	\$ 3,743
19th Year of Service, 14 Years Completed in M.U.S.D.	0.062	\$ 4,550
20+ Years of Service, 15+ Years Completed in M.U.S.D.	0.073	\$ 5,358

Longevity Calculation: Class VI, Station 14 X Factor = Annual Amount

Longevity increments added to base salary, provided the following provisions have been met:

1. Must have completed at least 14 years of service to education in a certificated position
2. Of the required 14 years, ten years must have been in M.U.S.D. or component thereof

ROP PLACEMENT:

CLASS I	Preliminary and Clear Credential
CLASS II	Clear Credential + BA, BS or BVE
CLASS III	Clear Credential + BA, BS or BE + 15 units (6 of which may be work experience)*
CLASS IV	Clear Credential + BA, BS or BE + 30 units (12 of which may be work experience)*
CLASS V	Clear Credential + BA, BS or BE + 45 units (18 of which may be work experience)*
CLASS VI	Clear Credential + BA, BS or BE + 60 units (24 of which may be work experience)*
CLASS VII	Clear Credential + BA, BS or BE + 75 units (30 of which may be work experience)*

*1 unit = 15 hours of work experience

ADVANCED DEGREE

Masters:	\$880	will be added annually to salaries of those holding Masters Degrees
Doctorate:	\$880	will be added annually to salaries of those holding Doctorate Degrees

MUSD Board Approval:

Motion #

Date:

Document #:

Effective: July 1, 2014

Madera Unified School District
2015/2016 Certificated Salary Schedule
 (Based on 2014/15 with 3.7% Increase)

NEW TEACHER INCENTIVE SCHEDULE (Preliminary/Professional/Clear Credential)								
Based on 183 Work Days								
	CTC Child Center Permit	BA With Valid Credential	BA+15 Units W/Valid Credential	BA+30 Units W/Valid Credential	BA+45 Units W/Valid Credential	BA+60 Units W/Valid Credential	BA+75 Units W/Valid Credential	
Step	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	Step
1	\$ 30,551	\$ 42,060	\$ 43,553	\$ 45,099	\$ 46,700	\$ 48,358	\$ 50,075	1
2	\$ 31,636	\$ 43,553	\$ 45,099	\$ 46,700	\$ 48,358	\$ 50,075	\$ 51,853	2
3	\$ 32,759	\$ 45,099	\$ 46,700	\$ 48,358	\$ 50,075	\$ 51,853	\$ 53,694	3
4	\$ 33,922	\$ 46,700	\$ 48,358	\$ 50,075	\$ 51,853	\$ 53,694	\$ 55,599	4
5	\$ 35,126	\$ 48,358	\$ 50,075	\$ 51,853	\$ 53,694	\$ 55,599	\$ 57,574	5
6		\$ 50,075	\$ 51,853	\$ 53,694	\$ 55,599	\$ 57,574	\$ 59,617	6
7		\$ 51,853	\$ 53,694	\$ 55,599	\$ 57,574	\$ 59,617	\$ 61,734	7
8			\$ 55,599	\$ 57,574	\$ 59,617	\$ 61,734	\$ 63,926	8
9				\$ 59,617	\$ 61,734	\$ 63,926	\$ 66,195	9
10				\$ 61,734	\$ 63,926	\$ 66,195	\$ 68,545	10
11					\$ 66,195	\$ 68,545	\$ 70,978	11
12						\$ 70,978	\$ 73,498	12
13						\$ 73,498	\$ 76,107	13
14						\$ 76,107	\$ 78,809	14

COUNSELORS & HEAD COUNSELORS Salary Schedule Based on 198 Work Days		
Step	CLASS X	Step
1	\$ 67,180	1
2	\$ 69,564	2
3	\$ 72,034	3
4	\$ 74,591	4
5	\$ 77,239	5
6	\$ 79,981	6

Longevity:

ANNUAL AMOUNT

15th Year of Service, 10 Years Completed in M.U.S.D.	\$ 1,750
16th Year of Service, 11 Years Completed in M.U.S.D.	\$ 2,500
17th Year of Service, 12 Years Completed in M.U.S.D.	\$ 3,250
18th Year of Service, 13 Years Completed in M.U.S.D.	\$ 4,000
19th Year of Service, 14 Years Completed in M.U.S.D.	\$ 4,750
20+ Years of Service, 15+ Years Completed in M.U.S.D.	\$ 5,500
25+ Years of Service, 20+ Years Completed in M.U.S.D.	\$ 6,250

Longevity Calculation: Class VI, Station 14 X Factor = Annual Amount

Longevity increments added to base salary, provided the following provisions have been met:

1. Must have completed at least 14 years of service to education in a certificated position
2. Of the required 14 years, ten years must have been in M.U.S.D. or component thereof

ROP PLACEMENT:

CLASS I	Preliminary and Clear Credential
CLASS II	Clear Credential + BA, BS or BVE
CLASS III	Clear Credential + BA, BS or BE + 15 units (6 of which may be work experience)*
CLASS IV	Clear Credential + BA, BS or BE + 30 units (12 of which may be work experience)*
CLASS V	Clear Credential + BA, BS or BE + 45 units (18 of which may be work experience)*
CLASS VI	Clear Credential + BA, BS or BE + 60 units (24 of which may be work experience)*
CLASS VII	Clear Credential + BA, BS or BE + 75 units (30 of which may be work experience)*

*1 unit = 15 hours of work experience

ADVANCED DEGREE

Masters:	\$1,000	will be added annually to salaries of those holding Masters Degrees
Doctorate:	\$1,500	will be added annually to salaries of those holding Doctorate Degrees

MUSD Board Approval

Motion #:

Date:

Document #:

Effective: July 1, 2015

**MADERA UNIFIED SCHOOL DISTRICT
MADERA UNIFIED TEACHER ASSOCIATION NEGOTIATIONS**

TENTATIVE AGREEMENT

October 7, 2014

The Madera Unified School District and Madera Unified Teachers Association hereby reach a tentative agreement to complete reopener negotiations for both the 2014-2015 and 2015-2016 negotiations as follows. Proposed additions to current contract language are reflected in bold, underlined text and proposed deletions are reflected with a "strikethrough."

TEACHER ON SPECIAL ASSIGNMENT (Note for T/A only)

The District proposes to increase the assigned duty days (and corresponding salary schedule) for specific Teacher on Special Assignment positions as follows:

Teacher on Special Assignment – District Academic Coach – 193 Days

Teacher on Special Assignment – Educational Technology – 198 Days

The District reserves the right to annually review the days allocated to the positions listed above and make reductions as needed, not to decrease below 183 days per year.

ARTICLE X – TEACHING HOURS AND EXTRA CURRICULAR DUTIES

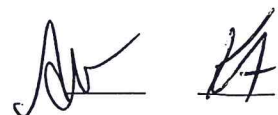
10.1.5 One "minimum day" per month will be completely dedicated to grade level/department Professional Learning Community meetings, directed solely by the grade level/department classroom teachers. Each grade level/department classroom group shall turn in a meeting agenda to site administration prior to the meeting.

10.1.6 One of the three institute days prior to the first day of school will be for individual teachers to use at their discretion for on-site classroom preparation.

10.2.2 Current inclement weather conditions requiring students to be supervised indoors during recess and in the mornings before instruction begins. **Procedures for deeming "current inclement weather" will be consistent throughout the district.**

ARTICLE XII – CLASS SIZE

12.1.1 In no event shall the Grades 4-6 physical education class load exceed sixty (60) students except during the seven (7) week adjustment period at the beginning of school.



12.1.2 In no event shall the Grades 7-12 grade physical education class load exceed sixty (60) students except during the seven (7) week adjustment period at the beginning of school.

ARTICLE XIII – TRANSFERS, REASSIGNMENTS, & VACANCIES

13.1 TRANSFERS

13.1.3.2 Training, skills and experience as it relates to this position and overall school/district program needs, including extra-curricular and co-curricular needs.

(Note for T/A only: The parties agree to continue discussions regarding the development of a policy for annually opening and filling all extra-curricular and co-curricular assignments. The parties endeavor to develop said policy by March 1, 2015.)

13.1.4 VOLUNTARY TRANSFERS (UNIT MEMBER INITIATED)

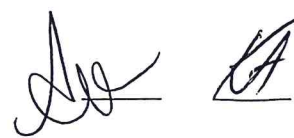
13.1.4.1 Unit members may request voluntary transfer for the following school year not later than March 1 ~~June 15~~ of the prior school year on the District form submitted to the Human Resources Department. No voluntary transfers shall be considered after August 1 of each school year. Any opening occurring after August 1 shall be treated as a mid-year opening in accordance with section 13.3.1.5.

ARTICLE XXI – SALARY AND FRINGE BENEFITS

21.1.1.1 For the 2014-2015 fiscal year, the Certificated Salary Schedule attached hereto as Attachment A shall be implemented retroactive to July 1, 2014. For the 2015-2016 fiscal year, the Certificated Salary Schedule attached hereto shall be increased by 3.70%, effective July 1, 2015. ~~For the 2013-2014 fiscal year, the Certificated Salary Schedule shall be increased by 2% effective July 1, 2013.~~

21.1.1.2 Effective July 1, 2014, a Column “BA +75 Units” shall be added to the Certificated Salary Schedule, as reflected in Attachment A.

21.2.4 Prevailing Hourly Rate
Bargaining unit members working beyond the regular contracted days will be paid at the District’s prevailing hourly rate of compensation. The prevailing hourly rate is \$30.00. Effective July 1, 2015, the prevailing hourly rate shall increase to \$35.00.



Salary Schedule Modification – Longevity (Note for T/A only)

Effective July 1, 2015, the District shall modify the longevity tiers as follows:

15 th year of service, 10 completed in MUSD	\$1,750
16 th year of service, 11 completed in MUSD	\$2,500
17 th year of service, 12 completed in MUSD	\$3,250
18 th year of service, 13 completed in MUSD	\$4,000
19 th year of service, 14 completed in MUSD	\$4,750
20 th year of service, 15 completed in MUSD	\$5,500
25+ Years of Service, 20 completed in MUSD	\$6,250

Effective July 1, 2015, the District shall increase the Advanced Degree stipends as follows:
Masters: \$1,000; Doctorate: \$1,500

21.4 EARLY RETIREMENT MEDICAL INSURANCE COVERAGE

21.4.2 The medical insurance coverage will be equivalent to the medical plan in effect for all certificated personnel. **The District contribution toward retiree medical insurance (which does not include other benefits such as dental and vision) shall be the same as for active unit members, which may change from time-to-time.**

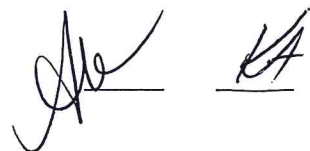
21.4.1.1.3 Provides a signed written irrevocable notice of intent to retire to the Human Resources Department at least 120 calendar days prior to the date of retirement. Failure to timely notify the District as required herein shall result in a waiver of benefits under section **21.4 22.4.**

21.4.3 For the purpose of keeping medical insurance coverage current, the retiree shall have premiums paid in a timely manner before the **1st 5th** calendar day of each month. Failure to have premiums current will result in cancellation of coverage.

21.4.5 **For retiring unit members who do not qualify for continued medical insurance coverage under sections 21.4.1.1 or 21.4.1.1.2 above,** ~~The~~ Governing Board of Education shall allow ~~retired~~ said unit members to remain on the ~~composite~~ health insurance plan **made applicable to retirees** at their expense until they are eligible for Medicare provided said employee has served five (5) consecutive years of service in the District prior to retirement.

21.5 EARLY RETIREMENT BONUS

Permanent unit members who are not eligible for benefits under section **21.422.4**, and who notify the District of their intent to resign/retire at least 120 calendar days prior to the date of resignation/retirement, shall receive a \$300.00 bonus.

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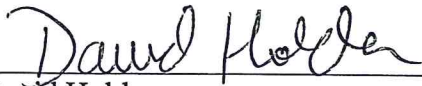
MADERA UNIFIED SCHOOL DISTRICT



Kent Albertson
Chief Human Resource Officer

10/7/14
Date

MADERA UNIFIED TEACHERS ASSOCIATION



David Holder
MUTA President

10/7/14
Date



Amanda Wade
MUTA Vice-President Bai-gang Chen

10/7/14
Date





AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Request Approval of Collective Bargaining Agreement between the Madera Unified School District and the Madera Adult Educators for July 1, 2014 through June 30, 2016.

Responsible Staff: **Edward C. González, Superintendent**
Kent Albertson, Chief Human Resources Officer

Agenda Placement: New Business

Background/rationale:

- The Madera Unified School District and Madera Adult Educators have concluded negotiations and will maintain the current contract language except as noted in the attached agreement.

Financial impact:

- 2014-15 \$11,684
- 2015-16 \$24,294

Superintendent's recommendation:

- The Superintendent recommends approval of this item.

Supporting documents attached:

- Public Disclosure of Collective Bargaining Agreement

**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, 2014 and ending June 30, 2016
(date) (date)

The Governing Board will act upon this agreement on: October 28, 2014
(date)

Type of Public Disclosure: Collective Bargaining Agreement

A. Proposed Change in Compensation

	Annual Cost Prior to Proposed Agreement FY 2014/15	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2014/15	Year 2 Increase/(Decrease) FY 2015/16	Year 3 Increase/(Decrease) FY 2016/17
1 Salary Schedule Increase (Decrease)	\$ 255,945	\$ 10,238 4.00%	\$ 20,885 8.16%	\$ 20,885 8.16%
2 Step and Column - Increase (Decrease) Due to movement plus	\$ -	\$ - 0.00%	\$ 0 0.00%	\$ 0 0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -	\$ -	\$ -	\$ -
Description of other compensation:	\$ -	\$ -	\$ -	\$ -
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicate etc.	\$ 41,028	\$ 1,446 3.52%	\$ 2,950 7.19%	\$ 2,950 7.19%
5 Health/Welfare Plans (Incls.CIL)	\$ 15,288	\$ - 0.00%	\$ 459 3.00%	\$ 472 3.09%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 312,261	\$ 11,684	\$ 24,294	\$ 24,308
7 Total Number of Represented Employees (Use FTEs if appropriate)	4.67	4.67	4.67	4.67
8 Total Compensation Average Cost per Employee	\$ 66,865	\$ 2,502 3.74%	\$ 5,202 7.78%	\$ 5,205 7.78%

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"?

2014-15 = 4% increase and 2015-16 = 4% 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 in 2014-15 is \$15,288 and this 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 ratios, etc.)

See attached Tentative Agreement signed 9/23/14.

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 9-23-14.

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.

Yes, this agreement will increase the deficit financing in the current and subsequent years. The funds Assigned in the Adult Ed - Fund 11 Ending Fund Balance are there to cover this deficit until the future of the Adult Ed Program is determined.

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 (Includes Restricted Funds, Unrestricted transfers from General Fund - LCFF, and funds that are currently Assigned in the Ending Fund Balance.)

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)?

This is a 2 year agreement.

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.)

The cost of the proposed agreement will be funded from Adult Ed - Fund 11 in the subsequent years (Includes Restricted Funds, Unrestricted transfers from the General Fund - LCFF, and funds that are currently Assigned in the Adult Ed - Fund 11 Ending Fund Balance)

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

UNRESTRICTED	Adult Ed - Fund 11			
	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	8/31/2014			
Revenue Limit Sources (8010-8099)	0	0	0	0
Remaining Revenues (8100-8799)	102,823	0	0	102,823
Total Revenues	102,823	0	0	102,823
EXPENDITURES				
Certificated Salaries (1000-1999)	282,909	8,489	0	291,398
Classified Salaries (2000-2999)	190,711	0	0	190,711
Employee Benefits (3000-3999)	155,007	1,199	0	156,206
Books and Supplies (4000-4999)	66,288	0	0	66,288
Services, Other Operating Expenses (5000-5999)	111,325	0	0	111,325
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
Total Expenditures	806,240	9,688	0	815,928
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	-703,417	-9,688	0	-713,105
OTHER FINANCING SOURCES				
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
Total Financing Sources	600,000	0	0	600,000
NET INCREASE (DECREASE) IN FUND BALANCE	-103,417	-9,688	0	-113,105
Beginning Fund Balance	931,185	0	0	931,185
Prior-Year Adjustments/Restatements (9793/9795)	0	0	0	0
Current Year Ending Fund Balance	827,768	-9,688	0	818,080
COMPONENTS OF ENDING BALANCE:				
Nonspendable	2,000	0	0	2,000
Restricted	0	0	0	0
Committed	0	0	0	0
Assigned	787,083	-9,688	0	777,395
Reserve for Economic Uncertainties 3%	38,684	0	0	38,684
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				
	8/31/2014			
Revenue Limit Sources (8010-8099)	0	0	0	0
Remaining Revenues (8100-8799)	477,863	0	0	477,863
Total Revenues	477,863	0	0	477,863
EXPENDITURES				
Certificated Salaries (1000-1999)	158,827	1,749	0	160,576
Classified Salaries (2000-2999)	58,499	0	0	58,499
Employee Benefits (3000-3999)	83,154	247	0	83,401
Books and Supplies (4000-4999)	121,872	-1,996	0	119,876
Services, Other Operating Expenses (5000-5999)	50,026	0	0	50,026
Capital Outlay (6000-6599)	0	0	0	0
Other Outgo (7100-7299) (7400-7499)	0	0	0	0
Direct Support/Indirect Cost (7300-7399)	10,865	0	0	10,865
Other Adjustments	0	0	0	0
Total Expenditures	483,243	0	0	483,243
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	-5,380	0	0	-5,380
OTHER FINANCING SOURCES				
Transfers In & Other Sources (8910-8979)	0	0	0	0
Transfers Out & Other Uses (7610-7699)	0	0	0	0
Contributions (8980-8999)	0	0	0	0
Total Financing Sources	0	0	0	0
NET INCREASE (DECREASE) IN FUND BALANCE	-5,380	0	0	-5,380
FUND BALANCE, RESERVES				
Beginning Fund Balance	5,380	0	0	5,380
Prior-Year Adjustments/Restatements (9793/9795)	0	0	0	0
Current Year Ending Fund Balance	0	0	0	0
COMPONENTS OF ENDING BALANCE:				
Nonspendable	0	0	0	0
Restricted	0	0	0	0
Committed	0	0	0	0
Assigned	0	0	0	0
Reserve for Economic Uncertainties 3%	0	0	0	0
Unassigned/Unappropriated	0	0	0	0

* Please see question on page 6 (#5 & #6).

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

COMBINED UNRESTRICTED/RESTRICTED	Adult Ed - Fund 11			
	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	8/31/2014			
Revenue Limit Sources (8010-8099)	0	0	0	0
Remaining Revenues (8100-8799)	580,686	0	0	580,686
TOTAL REVENUES	580,686	0	0	580,686
EXPENDITURES				
Certificated Salaries (1000-1999)	441,736	10,238	0	451,974
Classified Salaries (2000-2999)	249,210	0	0	249,210
Employee Benefits (3000-3999)	238,161	1,446	0	239,607
Books and Supplies (4000-4999)	188,160	-1,996	0	186,164
Services, Other Operating Expenses (5000-5999)	161,351	0	0	161,351
Capital Outlay (6000-6599)	0	0	0	0
Other Outgo (7100-7299) (7400-7499)	0	0	0	0
Direct Support/Indirect Cost (7300-7399)	10,865	0	0	10,865
Other Adjustments	0	0	0	0
TOTAL EXPENDITURES	1,289,483	9,688	0	1,299,171
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	-708,797	-9,688	0	-718,485
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	-108,797.00	-9,687.70	0.00	-118,484.70
FUND BALANCE, RESERVES				
Beginning Fund Balance	936,565	0	0	936,565
Prior-Year Adjustments/Restatements (9793/9795)	0	0	0	0
Current Year Ending Fund Balance	827,768	-9,688	0	818,080
COMPONENTS OF ENDING BALANCE:				
Nonspendable	2,000	0	0	2,000
Restricted	0	0	0	0
Committed	0	0	0	0
Assigned	787,083	-9,688	0	777,395
Reserve for Economic Uncertainties 3%	38,684	0	0	38,684
Unassigned/Unappropriated	0	0	0	0
Reserve for Economic Uncertainties Percentage				

* 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 2014/15	FY 2015/16	FY 2016/17
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	0	0	0
Remaining Revenues (8100-8799)	580,686	580,686	580,686
TOTAL REVENUES	580,686	580,686	580,686
EXPENDITURES			
Certificated Salaries (1000-1999)	451,974	462,621	462,621
Classified Salaries (2000-2999)	249,210	249,210	249,210
Employee Benefits (3000-3999)	239,607	241,570	241,570
Books and Supplies (4000-4999)	186,164	186,164	186,164
Services, Other Operating Expenses (5000-5999)	161,351	161,351	161,351
Capital Outlay (6000-6599)	0	0	0
Other Outgo (7100-7299) (7400-7499)	0	0	0
Direct Support/Indirect Cost (7300-7399)	10,865	10,865	10,865
Other Adjustments	0	0	0
Total Expenditures	1,299,171	1,311,781	1,311,781
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	-718,485	-731,095	-731,095
OTHER FINANCING SOURCES			
Transfers In & Other Sources (8910-8979)	0	0	0
Transfers Out & Other Uses (7610-7699)	0	0	0
Contributions (8980-8999)	600,000	600,000	600,000
Total Financing Sources	600,000	600,000	600,000
NET INCREASE (DECREASE) IN FUND BALANCE	-118,485	-131,095	-131,095
FUND BALANCE, RESERVES			
Beginning Fund Balance	936,565	818,080	686,985
Current Year Ending Fund Balance	818,080	686,985	555,890
COMPONENTS OF ENDING BALANCE:			
Nonspendable	2,000	2,000	2,000
Restricted	0	0	0
Committed	0	0	0
Assigned	777,105	645,632	514,537
Reserve for Economic Uncertainties 3%	38,975	39,353	39,353
Unassigned/Unappropriated	0	0	0
Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

	FY 2014/15	FY 2015/16	FY 2016/17
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 1,299,171	\$ 1,311,781	\$ 1,311,781
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	\$ 38,975	\$ 39,353	\$ 39,353

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 38,975	\$ 39,353	\$ 39,353
b. General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 0	\$ -	\$ -
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	\$ 38,975	\$ 39,353	\$ 39,353
h. Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

	FY 2014/15	FY 2015/16	FY 2016/17
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 amount in Column 2 on Page 4 represents the impact to the Unrestricted Adult Ed Funds. The amount on Page 1, Line 6 represents the impact to Unrestricted and Restricted Adult Ed Funds. The Restricted portion is offset by a reduction in other categories within those Restricted 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, 2014 to June 30, 2016

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)
	\$ -
	\$ (9,687.70)

⚡ You can only select one ⚡

☒ Budget Revisions necessary

☐ No Budget Revisions necessary


District Superintendent
(Signature)

10/8/2014

Date


Chief Business Officer
(Signature)

10/8/2014

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)

10/8/2014
Date

Teri Bradshaw, Director of Fiscal Services
Contact Person

(559) 675-4500 Ext 208
Phone

President or Clerk of the Governing Board

10/28/2014
Date

Madera Unified School District
MADERA ADULT EDUCATORS
2014-2015 SALARY SCHEDULE
 (Based on 2013/14 with 4% Increase)

2014-15 ADULT ED NEGOTIATIONS w / 4% Increase to 2013-14 Schedule

STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4
1	\$27.53	\$28.34	\$29.53	\$31.01
2	\$28.67	\$29.53	\$31.01	\$32.18
3	\$30.12	\$31.01	\$32.18	\$33.96
4	\$31.25	\$32.18	\$33.96	\$35.74
5	\$32.97	\$33.96	\$35.74	\$36.81
6	\$34.69	\$35.74	\$36.81	\$37.91

CLASS 1	Has a valid credential (no B.A., A.A., or R.N.) Start at STEP 1, may move to STEP 6
CLASS 2	Has a valid credential (has an Associate Degree or L.V.N.) Start at STEP 1, may move to STEP 6
CLASS 3	Has a valid credential (has a Bachelor's Degree or R.N.) Start at STEP 1, may move to STEP 6
CLASS 4	Has a valid credential (has a Bachelor's Degree + 75 Units or Master's Degree- Part Time Teacher) or (has a Bachelor's Degree + 60 Units or Master's Degree - Permanent Full Time Teacher) Start at STEP 1, may move to STEP 6

**** Unit Members Working Beyond The Regular Contracted Time Will Be Paid At \$21.75 Per Hour, Which Includes Staff Development and Other Trainings As Necessary. ****

*Additional units earned after July 1, 2006, must be educationally related to the Adult Education Program and verified/approved by the District for salary schedule placement credit. Denial of unit credits by the District may be submitted by the unit member to a joint committee composed of two District and two federation representatives for review and determination.

MUSD Board Approval
 Motion No:
 Date:
 Document No:
 Effective: July 1, 2014

Madera Unified School District
MADERA ADULT EDUCATORS
2015-16 SALARY SCHEDULE
 (Based on 2014/15 with 4% Increase)

2015-16 ADULT ED NEGOTIATIONS w / 4% Increase to 2014-15 Schedule

STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4
1	\$28.63	\$29.47	\$30.71	\$32.25
2	\$29.82	\$30.71	\$32.25	\$33.47
3	\$31.32	\$32.25	\$33.47	\$35.32
4	\$32.50	\$33.47	\$35.32	\$37.17
5	\$34.29	\$35.32	\$37.17	\$38.28
6	\$36.08	\$37.17	\$38.28	\$39.43

CLASS 1	Has a valid credential (no B.A., A.A., or R.N.) Start at STEP 1, may move to STEP 6
CLASS 2	Has a valid credential (has an Associate Degree or L.V.N.) Start at STEP 1, may move to STEP 6
CLASS 3	Has a valid credential (has a Bachelor's Degree or R.N.) Start at STEP 1, may move to STEP 6
CLASS 4	Has a valid credential (has a Bachelor's Degree + 75 Units or Master's Degree- Part Time Teacher) or (has a Bachelor's Degree + 60 Units or Master's Degree - Permanent Full Time Teacher) Start at STEP 1, may move to STEP 6

**** Unit Members Working Beyond The Regular Contracted Time Will Be Paid At \$21.75 Per Hour, Which Includes Staff Development and Other Trainings As Necessary. ****

*Additional units earned after July 1, 2006, must be educationally related to the Adult Education Program and verified/approved by the District for salary schedule placement credit. Denial of unit credits by the District may be submitted by the unit member to a joint committee composed of two District and two federation representatives for review and determination.

MUSD Board Approval
 Motion No:
 Date:
 Document No:
 Effective: July 1, 2015

**TENTATIVE AGREEMENT BETWEEN MADERA UNIFIED SCHOOL DISTRICT
AND MADERA ADULT EDUCATORS, CFT/AFT LOCAL 6180**

The Madera Unified School District ("District") and Madera Adult Educators, CFT/AFT Local 6180 ("the Union") hereby agree to conclude successor collective bargaining agreement negotiations as follows:

ARTICLE XI, SALARY

11.1 Unit members shall be paid in accordance with the Adult Education Salary Schedule [Addendum B]. For the 2014-2015 fiscal year, the Adult Education Salary Schedule shall be increased by 4%, effective July 1, 2014. For the 2015-2016 fiscal year, the Adult Education Salary Schedule shall be increased by 4%, effective July 1, 2015. The parties recognize that the salary increase in the 2015-2016 fiscal year is contingent on the District continuing the adult education program.


ARTICLE XXIII, DURATION

The term of the Collective Bargaining Agreement shall be July 1, 2014 to July 1, 2016 is extended through June 30, 2014.


"ME TOO" CLAUSE

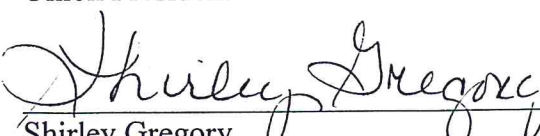
In the event the District provides higher salary increases to other bargaining units than those set forth herein, the District agrees to reopen negotiations in this regard.

FOR THE DISTRICT

 9-23-14
Kent Albertson
Chief Human Resource Officer

FOR THE UNION


Richard Mann
Union President


Shirley Gregory
Team Member



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Request Approval of Consulting Agreement between Madera Unified School District and MJT Technologies for Data Warehouse Deliverables and Related Technology Services

Responsible Staff: **Edward C. González, Superintendent**
Babatunde Ilori, Director of Performance Management and Internal Communications

Agenda Placement: New Business

Background/ rationale:

Staff recommends MJT Technologies to develop a centralized data warehouse system focused on capturing student information located within multiple databases such as Aeries, Illuminate, Standard Score, ESGI, Truancy Hunter and other systems. Additional services will include the creation of a Principal's Dashboard, Professional Development, Consulting and Training.

Financial impact: Not to exceed \$172, 000

Superintendent's recommendation:

The Superintendent recommends that the Board approve MJT Technologies to provide consulting services which will result in the completion of the following deliverables:

- An initial technology baseline assessment and study
- Data Warehouse Design and Development
- Report Server and Analytics Server Setup and Initial Catalog of Reports
- Principal's Dashboard (with the "Mosaic")
- Network Architecture Consulting
- Basic Network Inventory System
- Programmer Setup and Support
- Professional Development, Consulting, and Training

Supporting documents attached:

Proposal and Consulting Services Agreement

ENGAGEMENT PROPOSAL

For Data Warehouse Deliverables and Related
Technology Services



MJT Technologies Group, LLC
Oct 5, 2014 Rev. 1.1

Eric Tilton

eric@mjttech.com

<http://mjttech.com/about.html>

MJT Technologies Group, LLC

Preliminary Proposal for Services

Proposal

Madera Unified School District ("MUSD") has expressed interest in retaining the services of MJT Technologies Group, LLC ("MJT Technologies or MJT") for the purposes of designing and constructing a Data Warehouse for the district, along with other related professional consulting services. This proposal offers MUSD an initial statement of work for the proposed services, costs, and related requirements.

The proposed deliverables are described below. Specific deliverables, order of completion, and schedules of delivery are subject to modification pending further review and discussion during the initial phase of the project. It is anticipated that the first month of the project will involve interviews with several MUSD staff members from a variety of departments, for the purpose of gathering required technical information, and that task clarification, scheduling, and prioritization of work will follow from this initial phase.

Overview

The proposed set of deliverables includes:

- [An initial technology baseline assessment and study](#)
- [Data Warehouse Design and Development](#)
- [Report Server and Analytics Server Setup](#) and Initial Catalog of Reports
- [Principal's Dashboard](#) (with the "Mosaic")
- [Network Architecture Consulting](#)
- Basic [Network inventory System](#)
- [Programmer Setup and Support](#)
- [Professional Development, Consulting, and Training](#)

Each of these deliverables is described in greater detail below.

Executive Summary

At the conclusion of the engagement, MUSD will own the foundations of a centralized data warehouse system, implemented in Microsoft SQL Server 2014¹, with an initial set of scheduled data migration processes that automatically imports, on a regularly-scheduled basis, select data from its Student Information System (Aeries), Master Scheduling information (if such exists--if not, MJT can advise on strategies to begin capturing this information more formally into the data warehouse), Human Resources System and Finance System (Smart-E and Everest), Facilities System (if such exists), Network Data (from centralized DHCP, see below) and Identity Management System (Active Directory.)

¹ Implemented using on-premises SQL Server on MUSD hardware, if possible; but may also be implemented in the cloud using Microsoft Azure, if the costs to obtain the necessary server hardware are deemed to be excessive. If implementation initially occurs in the cloud, migration to on-premises hardware can be accomplished in the future if desired.

The frequency of import will be determined and negotiated on a system-by-system basis during the initial project phase, as agreed by MUSD and MJT to be appropriate for each system. Bear in mind that a data warehouse is a "one way" data process; it involves copying data from source systems into a central repository, but it does NOT involve synchronizing or pushing data *back* into the original system (data flow in that direction is outside the scope of work of this proposal.)

The data warehouse also does not contemplate transactional style updates from the source systems (that is, a change made to a student's information in Aeries, for instance, won't *immediately* appear in the data warehouse. There will be some delay as governed by the frequency of import.)

MUSD will also obtain a base set of tabular reports and 'live' data charts implemented in SQL Server Reporting Services (SSRS), which will be agreed upon during the initial phase²; support and instruction on how to modify and extend the collection of sample reports; A sample of dynamic charts implemented on web pages using FusionCharts; A basic Principal's Dashboard, similar to the one developed for Fresno Unified to include at a minimum the 'At a Glance Bar' and the "Mosaic" attendance component; training on how to use Excel with ODBC or PowerPivot to perform ad-hoc data analysis against the data warehouse; and a basic browser-based network inventory system that can be used to track key physical inventory assets, in particular, any network attached equipment such as computers, tablets, chromebooks, networked printers, network switches, routers and access points. The Inventory System is contingent upon MUSD transitioning to a 'centralized DHCP' configuration for its internal networks; MJT Technologies Group will assist MUSD's IT and network staff in accomplishing this task.

MUSD will retain a non-exclusive, perpetual right to use all software, data, and intellectual property created by MJT Technologies Group or its affiliates as part of this engagement (pay once, use forever). That is, the software, data, or reports created by MJT Technologies Group or its affiliates as it exists at the conclusion of the engagement will be permanently licensed to MUSD with no future annual license cost. However, requested future enhancements and modifications will be considered as beyond the scope of this initial engagement and costs for such enhancements will be negotiated separately as appropriate. Any such additional software created or modified after the conclusion of this initial engagement, however, will be granted the same perpetual right-to-use license as the original deliverables. MJT Technologies Group LLC, or its affiliates, retain the right to use and deploy the software that it creates for MUSD at other clients, at its sole discretion.

MJT Technologies Group will also provide professional development to key MUSD Staff to enable it to sustain and extend the use of its Data Warehouse over time; such professional development will include the use of SQL Reporting Services and PowerPivot in Excel.

Detailed Deliverables Description

Each item listed in the overview is detailed below.

² Additional reports or analytics may be requested during later portions of the engagement; if these can be implemented within a reasonable time frame and degree of effort without affecting the overall project deliverables, they can be added without additional cost. If the requested analytics are sufficiently complex, costs to implement these can be negotiated separately.

Baseline Assessment

The first phase of this engagement, estimated at 3-4 weeks duration, includes a baseline technology assessment and planning phase. During this time, we will perform a thorough study of existing data systems (Aeries, etc.) and IT infrastructure; visit a sampling of schools to be selected by MUSD; and interview appropriate district leadership staff and others to construct a comprehensive understanding of Madera Unified's "starting baseline" for technology use.

Included as a 'work product' from this phase of the project will be a more refined set of schedules, prioritizations, and milestones to be developed jointly with MUSD' staff that will lay out in greater detail in what order the other deliverables will be approached and when certain components such as the Mosaic and Principal's dashboard can be made ready for pilot testing and use.

Data Warehouse Design and Development

MJT Technologies Group will build a Microsoft SQL Server 2012/2014 based data warehouse, consisting of one "production" database servers and one "replica", the latter intended for use with SQL reporting services and other workloads. Data imports will be accomplished using Microsoft SQL Server Integration Services ("SSIS") and Microsoft PowerShell, as appropriate. MJT Technologies Group will design the basic data layout (schema) and create automated data import tasks wherever possible (without knowing the low-level details of your current HR and Fiscal systems, we cannot make a firm commitment on the feasibility of data imports for those systems at this time; further analysis during the study phase and discussions with your IT staff is required.) Imports from Aeries, DHCP, and Active Directory are not anticipated to be an issue.

It is assumed that MUSD will provide or obtain the necessary (virtual) server hardware to support the work; MJT will work with your IT staff to determine if MUSD's new server/storage system has sufficient capacity to accommodate these additional virtual server workloads. If not, MUSD may be required to purchase some supplemental server hardware, or consider the use of cloud-based servers such as Azure. In addition, it is assumed that MUSD will obtain sufficient licensed copies of Microsoft SQL Server 2012/2014 to run the servers. MJT will work with your IT staff during the initial phase to determine the necessary hardware and software items.

Reports and Analytics Server

MJT Technologies Group will build a Microsoft SQL Reporting Services-based instance, which will be used to house SQL Reporting Services ("SSRS") style reports. These reports will allow MUSD staff to view tabular reports as well as data tables/charts directly in their browsers, and also seamlessly link to PDF or Excel versions of the same reports. In addition, MJT Technologies Group will create an IIS-based web server to house dynamic charts created with Fusion Charts components (a powerful but affordable JavaScript based chart library.) It is assumed that MUSD will obtain the necessary software licenses to use Fusion Charts.

Principal's Dashboard

MJT Technologies Group will provide a Principal's dashboard, to include the 'Mosaic' feature shown to your cabinet and board of education, very similar in design to the one constructed for Fresno Unified. Besides the basic attendance components, the other metrics displayed on that dashboard will be determined during the initial study phase.

Network Architecture Consulting

In order to maximize the automation of network-based inventory management (described below) MUSD will need to standardize on a central Microsoft-based DHCP server network architecture. At the present time, most or all schools are using independent, local DHCP servers (possibly implemented using Mac Servers.) Centralizing all DHCP traffic to one Microsoft-based DHCP server allows for automated discovery of any and all network attached devices, which facilitates the Network Inventory system described below. MJT will provide advice and consulting to your IT network staff on how to accomplish a centralized DHCP system. This will require at least one license for Microsoft Server 2012 or later.

Network Inventory System

MUSD will receive a basic web-based fixed asset inventory system, primarily aimed at easily tracking technology such as computers, switches, routers, access points, printers and the like. If MUSD chooses to implement Follett as an additional inventory input system, MJT Technologies Group will provide for the extraction and integration of Follett inventory information to the data warehouse for more advanced tracking and reporting.

The system will be designed to capture inventory data starting from the point of receipt at your warehouse as well as capture inventory movements following delivery to your various school sites. It can also be used to do perform annual baseline manual counts of assets. The data will be directly incorporated into your new data warehouse. However, if you need to track other fixed assets as well (kitchen equipment, furniture, etc.) Those types can also be included, pending some clarifying discussions on what you need. The Inventory system will include real-time reports of assets by site, and may include real-time charts and graphs as well, time permitting.

Programmer Support

MUSD is in the process of hiring a permanent software developer. MJT Technologies Group will provide support and assistance in setting up the programming environment for this new individual, which will include configuring Visual Studio 2013 and the necessary SQL Server management tools. This will help MUSD get this programmer set up to be productive and able to maintain and extend the software and databases that will be created as part of this proposal. MUSD is responsible for the costs of the necessary software.

Professional Development

MJT Technologies Group will provide professional development and training on the use of the data warehouse, running and modifying reports and charts, performing ad-hoc queries, and connecting to the data warehouse using Excel PowerPivot.

Commitments required of MUSD

MUSD must provide the necessary hardware and software components, including any necessary virtual servers, storage, software licenses, etc. MJT technologies Group will work with your IT staff to provide an itemization and estimate of additional costs. It is not expected that these costs will exceed \$25,000.

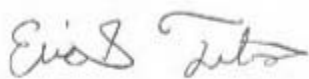
Payment Structure

The work covered by this proposal will be performed by MJT Technologies Group and its affiliates, principally Eric Tilton of MJT Technologies Group and David Jones of MJT Technologies Group. David Jones is a systems integration and database expert with more than a decade of prior experience at a major regional hospital, and is a professional colleague of Eric Tilton. Eric Tilton of MJT Technologies Group will be the principal point of contact and overall project manager for the engagement. MJT Technologies Group may also engage other employees or affiliates on this project.

Payment for services is proposed as follows:

1. The total cost of the engagement and all deliverables, to be implemented over a 12 month period starting from the day the contract is approved by your board, is currently estimated to be a fixed cost of \$172,000.
2. The cost of the 'study phase' of the engagement will be \$7,500 payable in advance at the start of the project. Its duration is estimated at between 3-4 weeks. If Madera elects to proceed at the conclusion of the study phase, the balance of the first semi-quarterly payment (\$21,500 less \$7,500 = \$14,000) will be due before the rest of the work proceeds; the remaining seven semi-quarterly payments will then proceed as described below.
3. Payments are due in eight equal 45-day (semi-quarterly) installments of \$21,500 payable to MJT Technologies Group LLC. Payments are due in advance of services, and MUSD agrees to pay on a net 30 basis. Payments outstanding more than 60 days incur a 5% service charge. The first payment is due before work begins. Each additional installment of 21,500 will occur at 45 day intervals and will be invoiced separately from MJT Technologies Group. If MUSD is dissatisfied with performance at any time during each subsequent 45-day period (semi-quarter), it may cancel the contract at that point, and terminate future semi-quarterly installments. Payments already issued are not refundable.

I look forward to working with Madera Unified on this exciting work, and I know your expectations will not only be met, they will be exceeded.



Eric Tilton
MJT Technologies Group, LLC.

Confidentiality Statement

In the course of their work on district systems or databases, employees or contractors of MJT Technologies Group LLC may have access to confidential information (oral, written or computer generated or otherwise available to the public at large) about MUSD employees or students, their families and/or personal business. In addition, some employees or contractors may have access to school business information, including computer programs, software and supporting documentation, technological improvement plans, strategic plans, financial information and employee information (including, but not limited to co-workers and their families).

Each employee or contractor acknowledges that his/her right to access and/or use confidential information is expressly restricted to the employee's or contractor's need to know such information in order to perform his/her job responsibilities. Each employee or contractor shall maintain the privacy and confidentiality of the information obtained, including its proper storage and disposal. All computer access password(s) shall be maintained in the strictest confidence and if a non-password method of computer access is used, the employee or contractor will take all reasonably feasible steps to restrict access by all unauthorized persons.

Before sharing information or data in any form with others, employees or contractors shall make reasonable efforts to ensure that the recipient is authorized to receive that information or data, and that the information is properly protected in transit (e.g., files are encrypted where necessary to protect against loss in transit.) Employees or contractors understand that it also their responsibility not to discuss any confidential information in any inappropriate location including, but not necessarily limited to public areas, hallways and gathering spaces.

Any time an employee or contractor accesses or obtains confidential information, he/she will hold that information in the truest confidence, as required by law, and will utilize such confidential information only for the benefit of the employee or student or as required in performing his/her job responsibilities.

Warranty

The services and software provided in this proposal carry no warranty of any kind. They are provided "as is"-- without warranty, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the deliverables is with MUSD. Should the software prove defective, MUSD assumes the cost of all necessary servicing, repair or correction.

In no event unless required by applicable law shall MJT Technologies Group, LLC be liable to MUSD or any other parties for damages, including any general, special, incidental or consequential damages arising out of the use or inability to use the software (including but not limited to loss of data or data

being rendered inaccurate or losses sustained by you or third parties or a failure of the program to operate with any other programs), even if MJT Technologies, Group LLC has been advised of the possibility of such damages.

Remedy and Indemnification

MUSD indemnifies MJT Technologies Group, against any liability arising from the implementation or use of the software and services specified in this proposal, either during implementation or thereafter.

MUSD's sole remedy is its ability to terminate the contract with MJT Technologies Group, LLC during the engagement, cancelling any future semi-quarterly installment payment obligations. Any amounts previously paid are not refundable, and any amounts currently owed but not yet paid by MUSD to MJT Technologies Group, LLC are still due and payable.



MADERA UNIFIED SCHOOL DISTRICT

CONSULTANT SERVICES AGREEMENT

This agreement is made and entered into this 28th day of October, 2014, by and between Madera Unified School District (“District”) and MJT Technologies (“Consultant”).

1. Consultant agrees to provide the following specified services:

See attached “Proposed Consulting Agreement – MJT Technologies”

2. Term. The Consultant’s services described in Paragraph 1 shall commence on November 3rd, 2014 and shall end on September 30th, 2015 unless earlier terminated pursuant to Paragraph 8.
3. Payment. District agrees to pay Consultant as follows: Funds not to exceed \$172,000
4. Payroll Forms. Consultant agrees to complete the District’s consultant payroll form. Consultant agrees that failure to properly complete this form in a timely manner may result in nonpayment to consultant.
5. Independent Contractor Status. Consultant and any and all agents and employees of Consultant are agreed to be independent contractors in their performance under this Agreement and are not officers, employees, or agents of the District. Consultant shall retain the right to perform services for others during the term of this Agreement.
6. Indemnity. Consultant shall indemnify, defend, and save and hold harmless the District, its Board of Trustees, officers, agents, and employees from any and all claims, damages, losses, causes of actions, and demands, including reasonable attorney’s fees and costs, incurred in connection with the processing or defense of any matter, claim, lawsuit or contest arising out of Consultant’s performance of or failure to perform the work required by this Agreement.
7. Insurance. Consultant agrees to purchase and maintain throughout the term of this Agreement a comprehensive general liability insurance policy to protect Consultant from damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Consultant’s responsibilities under this Agreement, whether such acts or omissions be by Consultant or anyone directly or indirectly employed by Consultant. This insurance shall name the District as additional insured and shall be written for not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) for property damage. A certificate of insurance shall be filed with the District and shall provide that no changes shall be made to such insurance without thirty (30) days prior written notice to the District.
8. Termination of Agreement. District may terminate this Agreement for any reason upon written notice to Consultant. In the event of early termination, Consultant shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the district deems proper.
9. No Entitlement. Consultant agrees that it has no entitlement to any future contracts or work from District or to any employment or fringe benefits from the District.
10. Taxes. Payment to Consultant pursuant to this Agreement will be reported to federal and state taxing authorities as required on the IRS Form 1099. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions; and/or state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.
11. Governing Law and Venue. This Agreement shall be governed by and construed only in accordance with the laws of the State of California. If any action is initiated involving the application or interpretation of this Agreement, venue shall only lie in the appropriate state court in Madera County or federal court in Fresno County, California.

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

Madera Unified School District

Consultant:

by: Director of Purchasing
(title)

(print name or agency)

(signature)

(signature)

Date: _____

Date: _____

Federal ID # _____
or
SSN _____



AGENDA ITEM
MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Discussion and Consideration of Censure Action Against Board Member

Responsible Staff: Michael Salvador, Board President

Agenda Placement: New Business

Background/ rationale:

Discussion and Consideration of Censure Action Against Board Member

Financial impact: None

Supporting documents attached:

None.



AGENDA ITEM
MADERA UNIFIED SCHOOL DISTRICT

Date: October 28, 2014

Subject: Approval of Commercial Warrant List

Responsible Staff: Teri Bradshaw, Director of Fiscal Services

Agenda Placement: New Business

Background/ rationale:

Commercial warrants are processed weekly and subsequently sent to the Board for ratification. The commercial warrants processed are within the current Board Approved budget allocations.

Financial impact:

Financial impact of commercial warrants processed from 09/26/14 through 10/08/14:

	emergency run 9/26/2014	current year 10/1/2014	current year 10/8/2014	
FOR ALL FUNDS:	\$673,387.38	\$3,846,522.10	\$1,163,415.23	\$0.00
CANCELLED WARRANTS:	\$0.00	\$0.00	\$0.00	
TOTAL:	\$673,387.38	\$3,846,522.10	\$1,163,415.23	\$0.00
FOR ALL FUNDS:	\$0.00	\$0.00		
CANCELLED WARRANTS:	\$0.00			
TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$5,683,324.71			

Superintendent's recommendation:

Superintendent recommends approval of the Commercial Warrant List.

Supporting documents attached:

- Payment Orders for Checks Processed on:
 - 9/26/14
 - 10/1/14
 - 10/8/14

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

BOARD DATE: 10/28/2014

R:

TOTALS BY FUNDS:

460

**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: \$ 673,387.38

BY ORDER OF THE GOVERNING BOARD THE COUNTY SUPERINTENDENT OF SCHOOLS & THE AUDITOR OF MADERA COUNTY ARE HEREBY AUTHORIZED TO TRANSFER THE ABOVE LISTED FUNDS TO THE SCHOOLS COMMERCIAL REVOLVING FUND (E.C. 21110). THEY ARE FURTHER AUTHORIZED TO DRAW WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING.

APPROVED BY:

DATE:

TERI BRADSHAW, DIRECTOR OF FISCAL SVCS

PAYMENT ORDER PREPARED BY: Carolyn M. Zaragosa (ACCOUNTS PAYABLE)

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

AUDITED BY:

DATE:

WARRANT NUMBERS FROM: _____ TO: _____

Commercial Warrant Listing
For Warrants Dated 09/26/2014 to 09/26/2014

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
662313	R156	091187	CREATIVE BUS SALES		
151778	01-0000-280-0000-3600-6500-6940-0				71,292.05
151778	01-0000-280-0000-3600-6500-6940-0				71,292.05
151778	01-0000-280-0000-3600-6500-6940-0				71,292.05
151778	01-0000-280-0000-3600-6500-6940-0				93,054.75
151778	01-0170-280-0000-3600-6500-6970-0				47,152.75
151778	01-0170-280-0000-3600-6500-6970-0				47,152.75
151778	01-0170-280-0000-3600-6500-6970-0				47,152.75
151778	01-0170-280-0000-3600-6500-6970-0				61,546.64
151778	01-9696-280-0000-3600-6500-6970-0				15,588.02
151778	01-9696-280-0000-3600-6500-6970-0				15,588.02
151778	01-9696-280-0000-3600-6500-6970-0				15,588.02
151778	01-9696-280-0000-3600-6500-6970-0				20,346.43
Warrant Total					\$577,046.28
662314	R156	091811	DOWNTOWN FORD SALES		
151662	13-5310-260-0000-3700-6400-0000-0				96,341.10
Warrant Total					\$96,341.10
District Totals					2 Warrants for \$673,387.38

Fund Totals	Amount
01 - General Fund	\$577,046.28
13 - Cafeteria	\$96,341.10
Total	\$673,387.38

CHECK DATE: 10/1/2014
BOARD DATE: 10/28/2014

R:

[illegible]

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

83630	26 PRISON MITIGATION	-	-			\$	-
83620	30 STATE SCHOOL BLDG. LEASE PURCHASE	-	-			\$	-
83600	31 REFURBISHMENT	-	-			\$	-
83670	32 ROOF REPLACEMENT	-	-			\$	-
83730	35 SCHOOL FACILITIES	146	-	\$	630.00	-	
		153	-	\$	2,354.40	-	
83610	40 SPECIAL RESERVE	145	-	\$	7,027.14	-	
		146	-	\$	9,720.00	-	
83660	41 BUILDING FUND	-	-			\$	-
83690	42 AG FARM BLDG. FUND	-	-			\$	-
83650	43 C.O.P. PROCEEDS SPECIAL RESERVE	-	-			\$	-
83710	49 REDEVELOPMENT SPECIAL RESERVE	-	-			\$	-
88510	53 STATE SCHOOL LOAN REPAY	-	-			\$	-
88610	54 LEASE PURCHASE	-	-			\$	-
83640	56 C.O.P. DEBT SERVICE	-	-			\$	-
83580	67 INSURANCE RESERVE	-	-			\$	-
83570	73 TRUST FUND	-	-			\$	-
83520	74 ATHLETIC FUND	-	-			\$	-
GRAND TOTAL:						\$	3,846,522.10

BY ORDER OF THE GOVERNING BOARD THE COUNTY SUPERINTENDENT OF SCHOOLS & THE AUDITOR OF MADERA COUNTY ARE HEREBY AUTHORIZED TO TRANSFER THE ABOVE LISTED FUNDS TO THE SCHOOLS COMMERCIAL REVOLVING FUND (E.C. 21110). THEY ARE FURTHER AUTHORIZED TO DRAW WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING.

APPROVED BY:

DATE:

TERI BRADSHAW, DIRECTOR OF FISCAL SVCS

PAYMENT ORDER PREPARED BY: Linda K Wall (ACCOUNTS PAYABLE)

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

AUDITED BY:

DATE:

WARRANT NUMBERS

FROM:

TO:

Fiscal Year: 2015

Madera Unified School District

Page 1 of 21

Report Date: 09/30/2014

Commercial Warrant Listing

For Warrants Dated 09/30/2014 to 09/30/2014

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
662425	R145	000073-1	A-Z BUS SALES		
150153	01-0000-000-0000-0000-9322-0000-0				458.43
150153	01-0000-000-0000-0000-9322-0000-0				790.45
150153	01-0000-280-0000-3600-5640-6930-0				8,219.37
			Warrant Total		\$9,468.25
662426	R145	009850	CALIFORNIA DEPARTMENT OF ED.		
151842	01-0000-260-0000-7200-5800-5600-0		interest due		65.57
			Warrant Total		\$65.57
662427	R145	012080	CENTRAL JANITOR'S SUPPLY CO.		
151570	01-0000-000-0000-0000-9320-0000-0				123.66
			Warrant Total		\$123.66
662428	R145	012241	CENTRAL VALLEY TRUCK CENTER		
150161	01-0000-000-0000-0000-9322-0000-0				18.12
150161	01-0000-000-0000-0000-9322-0000-0				21.76
150161	01-0000-000-0000-0000-9322-0000-0				107.70
150161	01-0000-000-0000-0000-9322-0000-0				419.88
150161	01-0000-000-0000-0000-9322-0000-0				797.21
150161	01-0000-280-0000-3600-4300-6930-0				209.61
			Warrant Total		\$1,574.28
662429	R145	016100-1	CUMMINS PACIFIC LLC		
150174	01-0000-000-0000-0000-9322-0000-0				93.98
150174	01-0000-280-0000-3600-5640-6930-0				1,010.32
			Warrant Total		\$1,104.30
662430	R145	021282-1	EVANS FEED & LIVESTOCK SUPPLY		
151044	01-0025-490-1305-1000-4300-0000-0				8.99
151044	01-0025-490-1305-1000-4300-0000-0				20.27
151044	01-0025-490-1305-1000-4300-0000-0				34.25
151044	01-0025-490-1305-1000-4300-0000-0				53.40
151044	01-0025-490-1305-1000-4300-0000-0				53.85
151044	01-0025-490-1305-1000-4300-0000-0				57.19
151044	01-0025-490-1305-1000-4300-0000-0				97.25
151044	01-0025-490-1305-1000-4300-0000-0				199.76
151253	01-7010-490-1305-1000-4310-7430-0				-6.59
151253	01-7010-490-1305-1000-4310-7430-0				353.37
151253	01-7010-490-1305-1000-4310-7430-0				1,242.44
151254	01-7010-490-1305-1000-4310-7430-0				670.68
			Warrant Total		\$2,784.86
662431	R145	022600	47TH PLACE CARPET SHOP		
150233	01-0000-450-0000-8220-5800-0000-0				405.00
150233	01-0000-450-0000-8220-5800-0000-0				436.38
151175	01-8150-450-0000-8110-5630-0000-0				5,252.81
151313	01-8150-450-0000-8110-5630-0000-0				3,160.00
151314	01-8150-450-0000-8110-5630-0000-0				3,349.61
151716	40-0000-340-0000-8500-6200-0000-0				7,027.14
			Warrant Total		\$19,630.94

Report Date: 09/30/2014

Commercial Warrant Listing
For Warrants Dated 09/30/2014 to 09/30/2014

Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
662432 151537	R145 01-0000-650-1200-1000-4310-0000-0	920367-1	DISCOUNT SCHOOL SUPPLY		192.70
			Warrant Total		\$192.70
662433 151082	R145 01-0000-260-0000-7400-5842-5250-0	928990	CALIFORNIA DEPARTMENT OF JUSTICE		4,240.00
			Warrant Total		\$4,240.00
662434 150149 150149	R145 01-0000-280-0000-3600-5800-6930-0 01-0000-280-0000-3600-5800-6940-0	933600	ALPINE DRINKING WATER		45.75 91.50
			Warrant Total		\$137.25
662435 150846	R145 01-0000-260-0000-7200-5840-5600-0	956990	BEST BEST & KRIEGER LLP		3,375.00
			Warrant Total		\$3,375.00
662436 150287 150943	R145 01-0000-260-0000-7390-5890-6950-0 01-0000-400-1315-4200-5801-0000-0	965440	BARROWS	MHS	250.00 22,000.00
			Warrant Total		\$22,250.00
662437 151390	R145 01-0000-560-1215-2700-4300-0000-0	971300-1	First String Sports		1,483.08
			Warrant Total		\$1,483.08
662438 150882 150882 150882	R145 01-0000-450-0000-8200-5800-0000-0 01-0000-450-0000-8200-5800-0000-0 01-0000-450-0000-8200-5800-0000-0	090009-2	AUS FRESNO MC LOCKBOX		196.42 196.42 196.42
			Warrant Total		\$589.26
662439 150428 150861 151764	R145 01-0015-260-0000-8200-4300-4090-0 01-0000-340-1200-2700-5800-0000-0 01-0620-490-8100-5000-5800-0000-0	090012	CROXEN ADVERTISING		300.00 400.00 71.28
			Warrant Total		\$771.28
662440 150176 150176 150176	R145 01-0000-280-0000-3600-5800-6930-0 01-0000-280-0000-3600-5800-6930-0 01-0000-280-0000-3600-5800-6930-0	090016-1	EPPLER TOWING & TRANSPORT		250.00 375.00 375.00
			Warrant Total		\$1,000.00
662441 150133 150133 150133 150133	R145 01-8150-450-0000-8110-4300-0000-0 01-8150-450-0000-8110-4300-0000-0 01-8150-450-0000-8110-4300-0000-0 01-8150-450-0000-8110-4300-0000-0	090043	ALLIED ELECTRIC MOTOR SERVICE		30.06 142.07 302.17 415.25
			Warrant Total		\$889.55
662442 150177	R145 01-0000-280-0000-3600-4300-6930-0	090052-1	FASTENAL COMPANY		309.67
			Warrant Total		\$309.67

Commercial Warrant Listing
For Warrants Dated 09/30/2014 to 09/30/2014

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
662443	R145	902190-4	Cengage Gale		
150464	01-0000-400-1300-1000-4320-0000-0				4,410.00
			Warrant Total		\$4,410.00
662444	R145	021299-1	EWING IRRIGATION		
150195	01-8150-450-0000-8110-4300-0000-0				23.32
150195	01-8150-450-0000-8110-4300-0000-0				31.10
150195	01-8150-450-0000-8110-4300-0000-0				35.99
150195	01-8150-450-0000-8110-4300-0000-0				44.06
150195	01-8150-450-0000-8110-4300-0000-0				294.84
150195	01-8150-450-0000-8110-4300-0000-0				301.50
150195	01-8150-450-0000-8110-4300-0000-0				437.65
150195	01-8150-450-0000-8110-4300-0000-0				518.18
150195	01-8150-450-0000-8110-4300-0000-0				1,207.22
150195	01-8150-450-0000-8110-4300-0000-0				1,977.59
150195	01-8150-450-0000-8110-4300-0000-0				4,026.09
			Warrant Total		\$8,897.54
662445	R145	953030-1	CONCENTRA MEDICAL CENTER		
150852	01-0000-280-0000-3600-5842-6940-0				50.00
			Warrant Total		\$50.00
662446	R145	090722	A & E INDUSTRIAL CLEANING EQUIP. CORP.		
150146	01-0000-280-0000-3600-4400-6930-0				2,646.00
150597	01-0000-280-0000-3600-4400-6930-0				6,910.04
			Warrant Total		\$9,556.04
662447	R145	090893-1	BUSWEST		
150160	01-0000-000-0000-0000-9322-0000-0				61.39
150160	01-0000-000-0000-0000-9322-0000-0				76.63
150160	01-0000-000-0000-0000-9322-0000-0				96.47
150160	01-0000-000-0000-0000-9322-0000-0				224.99
150160	01-0000-000-0000-0000-9322-0000-0				489.06
150160	01-0000-000-0000-0000-9322-0000-0				2,537.95
			Warrant Total		\$3,486.49
662448	R145	091114-2	ACOUSTIC SOLUTIONS INC		
150548	01-8150-450-0000-8110-4300-0000-0				256.81
150548	01-8150-450-0000-8110-4300-0000-0				1,258.86
			Warrant Total		\$1,515.67
662449	R145	091187	CREATIVE BUS SALES		
150173	01-0000-000-0000-0000-9322-0000-0				-494.29
150173	01-0000-000-0000-0000-9322-0000-0				142.56
150173	01-0000-000-0000-0000-9322-0000-0				394.29
			Warrant Total		\$42.56
662450	R145	091420-1	AIRGAS USA LLC		
151330	01-0000-450-0000-8200-4300-5170-0				209.24
			Warrant Total		\$209.24

Report Date: 09/30/2014

Commercial Warrant Listing
For Warrants Dated 09/30/2014 to 09/30/2014

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
662451	R145	092202	Department of Industrial Relations		
151775	01-8150-450-0000-8110-5880-0000-0				125.00
151775	01-8150-450-0000-8110-5880-0000-0				125.00
			Warrant Total		\$250.00
662452	R145	092215	Fresno Tool & Industrial Supply		
150163	01-0000-280-0000-3600-4300-6930-0				133.07
			Warrant Total		\$133.07
662453	R145	092301	Ace Elevator Load Test & Repair		
150239	01-0000-450-0000-8220-5800-0000-0				789.68
			Warrant Total		\$789.68
662454	R145	092560	First String Sports		
151283	01-0000-490-1315-4200-4310-0000-0				1,765.42
			Warrant Total		\$1,765.42
662455	R145	092589-1	CREATIVE COMPETITIONS , INC.		
151531	01-7400-390-1200-1000-5885-0000-0				155.00
			Warrant Total		\$155.00
662456	R145	000495	Daza, Alan G.		
151858	01-9179-260-1300-1000-5890-0000-4				1,000.00
			Warrant Total		\$1,000.00
662457	R146	002642	AMERICAN MUSIC CO.		
150919	01-0000-400-1355-4100-5640-2320-0				50.00
			Warrant Total		\$50.00
662458	R146	007480-1	BLICK ART MATERIALS		
151169	01-0000-400-1310-1000-4310-0000-0				28.39
			Warrant Total		\$28.39
662459	R146	009383	CASBO		
151873	01-0000-260-0000-7200-5300-5600-0				775.00
			Warrant Total		\$775.00
662460	R146	024751-4	ACCO BRANDS USA LLC		
150566	01-0000-300-1200-2700-5650-0000-0				601.47
			Warrant Total		\$601.47
662461	R146	916950	CENTRAL VALLEY PRESORT		
150459	01-0000-260-0000-7200-5910-5600-0				107.07
150459	01-0000-260-0000-7200-5910-5600-0				547.40
150459	01-0000-260-0000-7200-5910-5600-0				912.40
150459	01-0000-260-0000-7200-5910-5600-0				1,956.44
150459	01-0000-260-0000-7200-5910-5600-0				4,349.12
			Warrant Total		\$7,872.43
662462	R146	917010	CENTRAL VALLEY AIRLESS, INC.		
150130	01-8150-450-0000-8110-5640-0000-0				430.85
150130	01-8150-450-0000-8110-5640-0000-0				535.05
			Warrant Total		\$965.90

Report Date: 09/30/2014

Commercial Warrant Listing
For Warrants Dated 09/30/2014 to 09/30/2014

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
662463	R146	923001	CREATIVE COPY		
151568	01-0000-000-0000-0000-9320-0000-0				777.60
151916	01-0595-260-0000-7200-5800-5600-0				193.20
			Warrant Total		\$970.80
662464	R146	930850-1	CURRICULUM ASSOC. INC.		
151357	01-6500-260-5770-1110-4310-0000-0				283.05
			Warrant Total		\$283.05
662465	R146	934910-1	CDW GOVERNMENT, INC		
150434	01-0000-260-0000-7700-4385-5050-0				72.10
150434	01-0000-260-0000-7700-4385-5050-0				306.17
150434	01-0000-260-0000-7700-4385-5050-0				564.15
			Warrant Total		\$942.42
662466	R146	936490	CLASSROOM SUPPLY MART		
151659	01-9170-670-1249-2422-4200-0000-0				154.72
			Warrant Total		\$154.72
662467	R146	937140-1	ENVIROCLEAN SANITATION SUPPLY		
150204	01-8150-450-0000-8110-4300-0000-0				156.06
150204	01-8150-450-0000-8110-4300-0000-0				169.69
			Warrant Total		\$325.75
662468	R146	957570-1	ACCURATE LABEL DESIGNS		
151394	01-0000-290-1200-2700-5800-0000-0				248.95
			Warrant Total		\$248.95
662469	R146	965440	BARROWS		
151548	01-0000-260-0000-7390-5890-6950-0				1,650.00
151548	01-0000-260-0000-7390-5890-6950-0				2,975.00
151887	01-0000-490-1315-4200-5801-0000-0				22,000.00
151888	01-0000-600-1215-4200-5801-0000-0				100.00
			Warrant Total		\$26,725.00
662470	R146	971140	BLAIR, CHURCH & FLYNN		
151008	35-9270-600-0000-8500-6160-0000-0				315.00
151008	35-9270-620-0000-8500-6160-0000-0				315.00
			Warrant Total		\$630.00
662471	R146	996110	BENCHMARK EDUCATION COMPANY		
151372	01-3010-520-1200-1000-4200-4200-5				1,073.60
			Warrant Total		\$1,073.60
662472	R146	998290	APPLEBY & COMPANY INC.		
151156	01-0000-260-0000-7200-5885-5600-0		SEPT.2014		2,495.00
			Warrant Total		\$2,495.00
662473	R146	998620-1	DELL MARKETING L.P.		
150719	01-8150-450-0000-8110-4485-0000-0				3,038.77
			Warrant Total		\$3,038.77
662474	R146	090048	CHARLES MC MURRY CO		
150093	01-8150-450-0000-8110-4300-0000-0				43.57
			Warrant Total		\$43.57

Report Date: 09/30/2014

Commercial Warrant Listing
For Warrants Dated 09/30/2014 to 09/30/2014

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
662475	R146	920922	APPLE COMPUTER, INC		
151592	01-0000-260-1155-2100-4485-6250-0				105.84
151592	01-0000-260-1155-2100-4485-6250-0				247.75
151592	01-0000-260-1155-2100-4485-6250-0				1,028.92
151592	01-0000-260-1155-2100-4485-6250-0				1,696.44
			Warrant Total		\$3,078.95
662476	R146	918030-1	BSK Associates		
150129	01-8150-450-0000-8110-5800-0000-0				51.00
150129	01-8150-450-0000-8110-5800-0000-0				68.00
			Warrant Total		\$119.00
662477	R146	893460	BUCHANAN HIGH SCHOOL		
151903	01-0000-490-1315-4200-5808-0000-0		SOCCER		450.00
			Warrant Total		\$450.00
662478	R146	013903	CLOVIS HIGH SCHOOL		
151900	01-0000-490-1315-4200-5808-0000-0				341.00
			Warrant Total		\$341.00
662479	R146	090309-1	CLAY MIX LLC		
151625	01-0000-490-1310-1000-4310-0000-0				465.37
			Warrant Total		\$465.37
662480	R146	090579-1	CALSTRS/JEM		
150524	01-0000-260-0000-7200-5890-5600-0				122.00
			Warrant Total		\$122.00
662481	R146	090628	ARCADIA INVITATIONAL		
151902	01-0000-490-1315-4200-5808-0000-0		cross country		200.00
			Warrant Total		\$200.00
662482	R146	091371-1	BrainPOP LLC		
151538	01-3010-420-1200-1000-5885-4200-5				1,780.75
			Warrant Total		\$1,780.75
662483	R146	091489	American Time & Signal Co.		
150104	01-8150-450-0000-8110-4300-0000-0				206.82
			Warrant Total		\$206.82
662484	R146	091562	American Eagle Computer Products		
151597	01-0000-460-1200-1000-4310-0000-0				1,260.47
			Warrant Total		\$1,260.47
662485	R146	091627	FASTSIGNS		
151459	01-0000-600-1200-2700-5800-0000-0				74.04
151741	01-0000-600-1200-2700-5800-0000-0				27.06
			Warrant Total		\$101.10
662486	R146	092051	Classroom Library Company		
150075	01-6300-260-1200-1000-4100-6220-0				906.29
			Warrant Total		\$906.29

Commercial Warrant Listing
For Warrants Dated 09/30/2014 to 09/30/2014

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
662487	R146	092476	All Stage Construction and Development Inc.		
151779	40-0000-480-0000-8500-6200-0000-0				9,720.00
151783	14-0010-360-0000-8110-5630-0000-0		howard		3,800.00
			Warrant Total		\$13,520.00
662488	R146	092571	Bigger Faster Stronger		
151413	01-0000-490-1315-4200-4310-0000-0				690.00
			Warrant Total		\$690.00
662489	R146	092587-1	AMPLIFY EDUCATION, INC		
151516	01-3010-260-1110-1000-5885-0000-5				49,000.00
			Warrant Total		\$49,000.00
662490	R146	092623	California Commission on Teaching Credentialing		
151899	01-0000-260-1110-2100-5880-6010-0				1,300.00
			Warrant Total		\$1,300.00
662491	R147	092464-1	AMS. NET		
150665	01-7405-260-0000-7700-6485-0000-0				20,918.05
150669	01-7405-310-1200-1000-6485-0000-0				46,707.20
150749	01-7405-340-1200-1000-6485-0000-0				18,996.30
150799	01-7405-420-1200-1000-6485-0000-0				4,792.38
150802	01-7405-390-1200-1000-6485-0000-0				6,643.99
150802	01-7405-390-1200-1000-6485-0000-0				39,679.16
150808	01-7405-520-1200-1000-6485-0000-0				6,491.03
150808	01-7405-520-1200-1000-6485-0000-0				20,050.58
150809	01-7405-470-1200-1000-6485-0000-0				23,511.69
150868	01-7405-440-1200-1000-6485-0000-0				3,949.05
150871	01-7405-650-1200-1000-6485-0000-0				2,407.78
150871	01-7405-650-1200-1000-6485-0000-0				51,637.49
150903	01-7405-670-1200-1000-6485-0000-0				9,212.17
150903	01-7405-670-1200-1000-6485-0000-0				17,422.79
150907	01-7405-580-1200-1000-6485-0000-0				37,688.73
150908	01-7405-620-1200-1000-6485-0000-0				4,247.41
150908	01-7405-620-1200-1000-6485-0000-0				31,905.52
150910	01-7405-600-1200-1000-6485-0000-0				9,584.96
150911	01-7405-350-3300-1000-6485-0000-0				23,135.79
150912	01-7405-540-3200-1000-6485-0000-0				21,288.81
150913	01-7405-490-1300-1000-6485-0000-0				25,130.57
151071	01-7405-260-0000-7700-6485-0000-0				3,800.00
151071	01-7405-260-0000-7700-6485-0000-0				7,700.00
			Warrant Total		\$436,901.45
662492	R148	012248	CVT-CALIFORNIA S VALUED TRUST		
	01-0000-000-0000-0000-9514-0000-0		health insurance		2,303,547.11
	01-0000-000-0000-0000-9518-0000-0		health insurance		204,546.67
			Warrant Total		\$2,508,093.78

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Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
662493	R148	013706	CITY OF MADERA		
	01-0000-260-0000-8200-5530-5600-0				1,093.28
	01-0000-280-0000-8200-5530-6930-0				99.33
	01-0000-280-0000-8200-5530-6940-0				99.33
	01-0000-290-0000-8200-5530-0000-0				3,633.58
	01-0000-300-0000-8200-5530-0000-0				1,903.32
	01-0000-350-0000-8200-5530-0000-0				93.68
	01-0000-390-0000-8200-5530-0000-0				8,784.26
	01-0000-400-0000-8200-5530-0000-0				4,576.63
	01-0000-420-0000-8200-5530-0000-0				1,682.50
	01-0000-440-0000-8200-5530-0000-0				2,130.15
	01-0000-450-0000-8200-5530-0000-0				159.69
	01-0000-455-0000-8200-5530-0000-0				872.01
	01-0000-460-0000-8200-5530-0000-0				2,450.52
	01-0000-470-0000-8200-5530-0000-0				3,625.32
	01-0000-490-0000-8200-5530-0000-0				1,012.70
	01-0000-520-0000-8200-5530-0000-0				1,815.94
	01-0000-560-0000-8200-5530-0000-0				402.40
	01-0000-560-0000-8200-5530-0000-0				1,923.37
	01-0000-580-0000-8200-5530-0000-0				2,112.59
	01-0000-600-0000-8200-5530-0000-0				175.08
	01-0000-620-0000-8200-5530-0000-0				121.22
	01-0000-630-0000-8200-5530-0000-0				771.64
	01-0000-650-0000-8200-5530-0000-0				7.65
	11-0010-260-4110-8200-5530-0000-0				93.68
			Warrant Total		\$39,639.87

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Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
662494	R148	944180	ALLIED WASTE SERVICES #917		
			01-0000-260-0000-8200-5550-5600-0		296.66
			01-0000-280-0000-8200-5550-6930-0		52.72
			01-0000-280-0000-8200-5550-6940-0		52.72
			01-0000-290-0000-8200-5550-0000-0		632.58
			01-0000-300-0000-8200-5550-0000-0		546.78
			01-0000-310-0000-8200-5550-0000-0		796.90
			01-0000-320-0000-8200-5550-0000-0		364.52
			01-0000-340-0000-8200-5550-0000-0		223.95
			01-0000-350-0000-8200-5550-0000-0		83.98
			01-0000-360-0000-8200-5550-0000-0		364.52
			01-0000-360-0000-8200-5550-7910-0		31.27
			01-0000-380-0000-8200-5550-0000-0		365.02
			01-0000-420-0000-8200-5550-0000-0		546.78
			01-0000-440-0000-8200-5550-0000-0		546.78
			01-0000-455-0000-8200-5550-0000-0		250.12
			01-0000-460-0000-8200-5550-0000-0		796.90
			01-0000-470-0000-8200-5550-0000-0		589.68
			01-0000-490-0000-8200-5550-0000-0		291.80
			01-0000-520-0000-8200-5550-0000-0		566.58
			01-0000-530-0000-8200-5550-0000-0		51.69
			01-0000-540-0000-8200-5550-0000-0		529.74
			01-0000-560-0000-8200-5550-0000-0		546.78
			01-0000-580-0000-8200-5550-0000-0		546.78
			01-0000-630-0000-8200-5550-0000-0		796.90
			01-0000-650-0000-8200-5550-0000-0		546.78
			01-0000-670-0000-8200-5550-0000-0		632.57
			11-0010-260-4110-8200-5550-0000-0		83.98
			13-5310-260-0000-8200-5550-0000-0		1,147.38
			Warrant Total		\$12,282.86
662495	R148	944180-1	ALLIED WASTE SERV. #917		
			01-0000-400-0000-8200-5550-0000-0		1,465.20
			Warrant Total		\$1,465.20
662496	R148	944180-2	ALLIED WASTE SVCS #917		
			01-0000-390-0000-8200-5550-0000-0		488.26
			01-0000-450-0000-8200-5550-0000-0		1,226.64
			01-0000-490-0000-8200-5550-0000-0		884.16
			01-0000-600-0000-8200-5550-0000-0		663.87
			01-0000-620-0000-8200-5550-0000-0		663.87
			Warrant Total		\$3,926.80

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Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #			Description	
662497	R148	090916-1	TIGER, INC		
	01-0000-280-0000-3600-4345-6930-0			CREDIT	-3,199.01
	01-0000-280-0000-3600-4345-6930-0				45.50
	01-0000-290-0000-8200-5515-0000-0				35.14
	01-0000-300-0000-8200-5515-0000-0				6.28
	01-0000-300-0000-8200-5515-0000-0			CREDIT	21.41
	01-0000-390-0000-8200-5515-0000-0			CREDIT	88.93
	01-0000-390-0000-8200-5515-0000-0				120.71
	01-0000-400-0000-8200-5515-0000-0				657.67
	01-0000-400-0000-8200-5515-0000-0			CREDIT	833.16
	01-0000-420-0000-8200-5515-0000-0				16.21
	01-0000-440-0000-8200-5515-0000-0			CREDIT	35.27
	01-0000-440-0000-8200-5515-0000-0				36.30
	01-0000-455-0000-8200-5515-0000-0				68.43
	01-0000-455-0000-8200-5515-0000-0			CREDIT	261.73
	01-0000-460-0000-8200-5515-0000-0			CREDIT	20.63
	01-0000-460-0000-8200-5515-0000-0				23.40
	01-0000-470-0000-8200-5515-0000-0			CREDIT	-44.08
	01-0000-470-0000-8200-5515-0000-0				13.54
	01-0000-490-0000-8200-5515-0000-0				1,083.13
	01-0000-490-0000-8200-5515-0000-0			CREDIT	1,191.29
	01-0000-520-0000-8200-5515-0000-0				6.03
	01-0000-520-0000-8200-5515-0000-0			CREDIT	6.05
	01-0000-560-0000-8200-5515-0000-0				144.16
	01-0000-560-0000-8200-5515-0000-0			CREDIT	181.73
	01-0000-580-0000-8200-5515-0000-0				29.74
	01-0000-600-0000-8200-5515-0000-0				23.41
	01-0000-620-0000-8200-5515-0000-0				58.55
	01-0000-630-0000-8200-5515-0000-0				18.01
	01-0000-650-0000-8200-5515-0000-0			CREDIT	21.93
	01-0000-650-0000-8200-5515-0000-0				36.38
	01-0000-670-0000-8200-5515-0000-0				12.95
	01-0000-670-0000-8200-5515-0000-0			CREDIT	16.18
	13-5310-260-0000-8200-5515-0000-0			CREDIT	66.33
	13-5310-260-0000-8200-5515-0000-0				82.00
				Warrant Total	\$2,019.09
662498	R148	090916-1	TIGER, INC		
	01-0000-290-0000-8200-5515-0000-0			CREDIT	40.45
	01-0000-420-0000-8200-5515-0000-0			CREDIT	15.35
	01-0000-580-0000-8200-5515-0000-0			CREDIT	26.39
	01-0000-600-0000-8200-5515-0000-0			CREDIT	17.48
	01-0000-620-0000-8200-5515-0000-0			CREDIT	46.84
				Warrant Total	\$146.51
662499	R148	091182	County of Madera		
	01-0000-340-0000-8200-5530-0000-0			EASTIN ARCOLA	206.00
				Warrant Total	\$206.00

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Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
662500	R148	091194	Shell Energy North American(US), L.P.		
			01-0000-260-0000-8200-5520-5600-0		2,700.13
			01-0000-280-0000-8200-5520-6930-0		1,609.59
			01-0000-280-0000-8200-5520-6940-0		402.40
			01-0000-290-0000-8200-5520-0000-0		3,787.93
			01-0000-300-0000-8200-5520-0000-0		2,109.43
			01-0000-310-0000-8200-5520-0000-0		3,824.50
			01-0000-320-0000-8200-5520-0000-0		1,537.75
			01-0000-350-0000-8200-5520-0000-0		519.95
			01-0000-360-0000-8200-5520-0000-0		1,866.99
			01-0000-380-0000-8200-5520-0000-0		1,474.43
			01-0000-390-0000-8200-5520-0000-0		9,428.34
			01-0000-400-0000-8200-5520-0000-0		13,546.83
			01-0000-420-0000-8200-5520-0000-0		2,173.70
			01-0000-440-0000-8200-5520-0000-0		3,377.61
			01-0000-450-0000-8200-5520-0000-0		1,360.77
			01-0000-455-0000-8200-5520-0000-0		1,600.45
			01-0000-460-0000-8200-5520-0000-0		2,079.08
			01-0000-470-0000-8200-5520-0000-0		4,753.36
			01-0000-490-0000-8200-5520-0000-0		25,246.01
			01-0000-520-0000-8200-5520-0000-0		2,516.74
			01-0000-530-0000-8200-5520-0000-0		201.23
			01-0000-560-0000-8200-5520-0000-0		2,941.89
			01-0000-570-0000-8200-5520-0000-0		1,763.99
			01-0000-580-0000-8200-5520-0000-0		2,464.12
			01-0000-600-0000-8200-5520-0000-0		6,302.99
			01-0000-620-0000-8200-5520-0000-0		3,753.37
			01-0000-630-0000-8200-5520-0000-0		4,211.62
			01-0000-650-0000-8200-5520-0000-0		3,538.44
			01-0000-670-0000-8200-5520-0000-0		3,923.07
			11-0010-260-4110-8200-5520-0000-0		74.21
			11-0010-260-4110-8200-5520-0000-0		519.95
			11-9136-260-4110-8200-5520-7910-0		56.55
			13-5310-260-0000-8200-5520-0000-0		2,579.91
			Warrant Total		\$118,247.33
662501	R149	024752	GENERAL BUILDERS SUPPLY CO.		
150387			13-5310-260-0000-8110-5640-0000-0		182.44
			Warrant Total		\$182.44
662502	R149	028624	HOBART CORP.		
151490			13-5310-560-0000-8110-5640-0000-0		368.10
			Warrant Total		\$368.10
662503	R149	037668	MADERA RADIO DISPATCH		
150393			13-5310-260-0000-3700-5650-0000-0		71.00
150393			13-5310-260-0000-3700-5650-0000-0		71.00
150393			13-5310-260-0000-8110-5640-0000-0		71.00
150393			13-5310-260-0000-8110-5640-0000-0		71.00
			Warrant Total		\$284.00

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662504	R149	047226	PECKS PRINTERY		
151495	13-5310-260-0000-3700-5800-0000-0				70.20
151495	13-5310-260-0000-3700-5800-0000-0				81.00
151495	13-5310-260-0000-3700-5800-0000-0				190.62
			Warrant Total		\$341.82
662505	R149	053414	EARTH GRAINS		
150385	13-5310-260-0000-3700-4705-0000-0				12,288.77
			Warrant Total		\$12,288.77
662506	R149	890180	CULLIGAN BOTTLED WATER		
150382	13-5310-260-0000-3700-5650-0000-0				129.60
			Warrant Total		\$129.60
662507	R149	890963-1	REFRIGERATION SUPPLIES DIST.		
150404	13-5310-260-0000-8110-5640-9260-0				601.65
			Warrant Total		\$601.65
662508	R149	911140	P & D APPLIANCE SERVICE CENTER		
150396	13-5310-260-0000-8110-5640-9260-0				813.74
			Warrant Total		\$813.74
662509	R149	915490-1	PLATT		
151494	13-5310-260-0000-8110-5640-0000-0				107.74
			Warrant Total		\$107.74
662510	R149	923970	TYSON FOODS, INC		
150411	13-5310-000-0000-0000-9320-0000-0				21,127.68
			Warrant Total		\$21,127.68
662511	R149	945270-1	SYSCO FOODSERVICES FOR CENTRAL		
150409	13-5310-000-0000-0000-9320-0000-0				123,930.36
			Warrant Total		\$123,930.36
662512	R149	973640	PRAXAIR		
150402	13-5310-260-0000-8110-5640-0000-0				81.46
			Warrant Total		\$81.46
662513	R149	989070	STAPLES CREDIT PLAN		
151499	13-5310-260-0000-3700-4300-0000-0				192.13
			Warrant Total		\$192.13
662514	R149	994970-1	UNISOURCE WORLDWIDE INC		
150412	13-5310-000-0000-0000-9320-0000-0				1,701.00
			Warrant Total		\$1,701.00
662515	R149	090131	Sparkletts/Alhambra Waters		
150407	13-5310-260-0000-3700-4300-0000-0				40.28
			Warrant Total		\$40.28
662516	R149	951810	ACC BUSINESS		
150377	13-5310-260-0000-3700-5920-0000-0				50.49
			Warrant Total		\$50.49

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PO #	Account #				
662517	R149	053990	SAVE MART OF MODESTO		
150405	13-5310-260-0000-3700-4700-0000-0				324.63
150405	13-5310-260-0203-3700-4700-0000-0				115.69
			Warrant Total		\$440.32
662518	R149	950380	Valley Food Service		
150415	13-5310-000-0000-0000-9320-0000-0				12,276.50
			Warrant Total		\$12,276.50
662519	R149	977780	Trimark Economy Restaurant Fixtures		
151500	13-5310-260-0000-3700-4400-0000-0				3,931.20
			Warrant Total		\$3,931.20
662520	R149	090923-1	PPG-PITTSBURG PAINTS		
151496	13-5310-490-0000-8110-5640-0000-0				42.38
			Warrant Total		\$42.38
662521	R149	893720	Mission Linen Supply		
150394	13-5310-260-0000-3700-5650-0000-0				788.40
			Warrant Total		\$788.40
662522	R149	091478	P & R PAPER SUPPLY CO.		
150414	13-5310-000-0000-0000-9320-0000-0				6,846.10
			Warrant Total		\$6,846.10
662523	R149	091625	Ruckstell California Sales Co., Inc		
151497	13-5310-260-0000-8110-5640-0000-0				5,694.15
			Warrant Total		\$5,694.15
662524	R149	091784	Wallace Packaging, LLC		
150413	13-5310-000-0000-0000-9320-0000-0				11,454.00
			Warrant Total		\$11,454.00
662525	R149	092165	Alco Designs		
151486	13-5310-260-0000-3700-4400-0000-0				4,199.86
			Warrant Total		\$4,199.86
662526	R149	092520	American Panel Corporation		
150530	13-5310-390-0000-8110-5640-0000-0				289.32
			Warrant Total		\$289.32
662527	R150	009383	CASBO		
151851	01-0000-260-0000-7300-5200-5550-0				205.00
			Warrant Total		\$205.00
662528	R150	054060-1	SCHOETTLER TIRE INC.		
150251	01-0000-280-0000-3600-5640-6930-0				99.95
			Warrant Total		\$99.95
662529	R150	060831-1	TESEI PETROLEUM, INC.		
150258	01-0000-280-0000-3600-4341-6930-0				880.31
150258	01-0000-280-0000-3600-4345-6930-0				4,841.61
			Warrant Total		\$5,721.92

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662530 151060	R150 01-0000-260-0000-7200-5910-5600-0	062676	UNITED PARCEL SERVICE		119.68
			Warrant Total		\$119.68
662531 151511 151547	R150 01-1100-260-1255-1000-4310-6250-0 01-1100-260-1255-1000-4310-6250-0	064670	VENTURI HOUSE OF MUSIC		398.74 199.64
			Warrant Total		\$598.38
662532 151352	R150 01-3010-600-1200-1000-4485-4250-5	890086-1	TROXELL COMMUNICATIONS		3,229.20
			Warrant Total		\$3,229.20
662533 151369	R150 01-3010-520-1200-1000-4200-4200-5	922900-1	SCHOLASTIC INC		1,002.66
			Warrant Total		\$1,002.66
662534 151337 151584 151593	R150 01-7400-390-1200-1000-4310-0000-0 01-3010-290-1200-1000-4385-4200-5 01-0000-650-1200-1000-4310-0000-0	931660-1	SEHI COMPUTER PRODUCTS INC		850.28 1,047.60 786.46
			Warrant Total		\$2,684.34
662535 150253	R150 01-0000-280-0000-3600-4342-6930-0	942340	SILVA'S OIL CO.		24,834.60
			Warrant Total		\$24,834.60
662536 151543	R150 01-0000-000-0000-0000-9320-0000-0	957560	RANDIK		1,400.98
			Warrant Total		\$1,400.98
662537 150888	R150 01-0000-420-1200-1000-4310-0000-0	962230	SPINITAR		640.69
			Warrant Total		\$640.69
662538 151340	R150 01-0000-420-1200-1000-4310-0000-0	965210-1	ROCHESTER 100 INC		517.50
			Warrant Total		\$517.50
662539 150023 150023 150023 150023 151080	R150 01-1100-600-1200-1000-4310-6500-0 01-1100-600-1200-1000-4310-6500-0 01-1100-600-1200-1000-4400-6500-0 01-1100-600-1200-1000-4400-6500-0 01-6500-260-5770-1110-4310-0000-0	970120-1	SCHOOL SPECIALTY INC.		1,144.26 4,657.97 115.55 470.39 312.98
			Warrant Total		\$6,701.15
662540 151463	R150 01-0000-380-1200-1000-4310-0000-0	984280	WORTHINGTON DIRECT, INC.		1,588.10
			Warrant Total		\$1,588.10
662541 151096 151573	R150 01-0000-000-0000-0000-9320-0000-0 01-0000-000-0000-0000-9320-0000-0	994610-2	XPEDX		4,895.02 2,337.30
			Warrant Total		\$7,232.32

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PO #	Account #		Description		
662542	R150	997900-2	TULARE COUNTY OFFICE OF ED		
150546	01-0000-260-1110-2140-5200-6220-0				125.00
			Warrant Total		\$125.00
662543	R150	999510	ACSA FOUNDATION FOR EDUCATIONAL		
151895	01-0000-260-0000-7200-5200-6000-0				1,155.00
			Warrant Total		\$1,155.00
662544	R150	090072-1	UNISOURCE WORLDWIDE INC		
150634	01-0000-000-0000-0000-9320-0000-0				308.32
151398	01-0000-290-0000-8210-4300-0000-0				901.34
			Warrant Total		\$1,209.66
662545	R150	090163-1	School Services of California		
151828	01-0000-260-0000-7300-5200-5550-0				390.00
			Warrant Total		\$390.00
662546	R150	959340-1	CPI		
151791	01-6500-260-5770-3120-5200-6680-0				4,570.00
			Warrant Total		\$4,570.00
662547	R150	090254	WGI Sport of the Arts		
151907	01-0000-400-1355-4100-5808-2320-0				325.00
151907	01-0000-400-1355-4100-5808-2320-0				475.00
			Warrant Total		\$800.00
662548	R150	068473-1	VIRCO INC		
150970	01-0273-260-5770-1190-4310-6800-0				3,405.17
151171	01-1100-340-1200-1000-4310-6500-0				19,169.72
			Warrant Total		\$22,574.89
662549	R150	090779	WOODBIDGE HIGH SCHOOL		
151415	01-0000-490-1315-4200-5808-0000-0				90.00
			Warrant Total		\$90.00
662550	R150	090917-1	SCHOOLWIRES, INC		
151787	01-0000-260-1110-1000-5885-5600-0				39,212.00
			Warrant Total		\$39,212.00
662551	R150	065586-1	WARD'S NATURAL SCIENCE		
151470	01-0000-490-1370-1000-4310-0000-0				969.41
			Warrant Total		\$969.41
662552	R150	091112-1	RAY MORGAN COMPANY		
150348	01-0000-260-0000-7550-4300-5700-0				1,056.24
			Warrant Total		\$1,056.24
662553	R150	091218	READ NATURALLY, INC.		
151914	01-3010-420-1200-1000-5200-4200-5				796.00
			Warrant Total		\$796.00
662554	R150	091619	Bellarmino College Preparatory		
151912	01-9170-400-1300-1000-5200-7340-0				200.00
			Warrant Total		\$200.00

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Commercial Warrant Listing
For Warrants Dated 09/30/2014 to 09/30/2014

Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
662555	R150	091789-1	TACONY CORPORATION		
150087	01-8150-450-0000-8110-4300-0000-0				345.17
150087	01-8150-450-0000-8110-4300-0000-0				662.00
			Warrant Total		\$1,007.17
662556	R150	091914	Supreme School Supply		
151233	01-0000-600-1200-2700-4300-0000-0				197.07
			Warrant Total		\$197.07
662557	R150	092000	SNAP! Learning		
151666	01-3010-440-1200-1000-4310-4200-5				1,638.94
			Warrant Total		\$1,638.94
662558	R150	092011	HECT Professional Development Project		
151777	01-3550-490-3826-1000-5200-0000-0				100.00
151777	01-3550-490-3826-1000-5200-0000-0				100.00
151777	01-3550-490-3826-1000-5200-0000-0				340.00
			Warrant Total		\$540.00
662559	R150	092082	UniFirst		
151051	01-0000-490-0000-8210-5800-0000-0				89.93
			Warrant Total		\$89.93
662560	R150	092242	CALCP/CAROCF Conference		
151788	01-3550-400-3830-1000-5200-0000-0				400.00
			Warrant Total		\$400.00
662561	R150	092486-1	S & S WORLDWIDE, INC		
151327	01-0000-260-1270-1000-4310-6230-0				10,196.37
151514	01-0000-320-1200-1000-4310-0000-0				275.31
			Warrant Total		\$10,471.68
662562	R150	092555	zZounds Music LLC		
151159	01-0000-400-1358-1000-4310-0000-0				173.25
			Warrant Total		\$173.25
662563	R150	092556	TEC Gymnastics		
151589	01-0000-260-1215-4200-5800-3350-0				6,000.00
			Warrant Total		\$6,000.00
662564	R150	092618	FACET/CATE		
151866	01-3010-600-1200-1000-5200-4250-5				200.00
			Warrant Total		\$200.00
662565	R150	092619	Tenaya Lodge		
151867	01-3010-600-1200-1000-5200-4250-5				441.78
			Warrant Total		\$441.78
662566	R150	092621	Resources for Independence Central Valley		
151878	01-0273-260-5770-1190-5800-6800-0				410.00
			Warrant Total		\$410.00
662567	R151	1385	ANTHONY DONATELLI		
	01-8150-450-0000-8110-4300-0000-0				32.47
			Warrant Total		\$32.47

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Commercial Warrant Listing
For Warrants Dated 09/30/2014 to 09/30/2014

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
662568	R151	26001235	ISABEL GIL OLVERA		
	01-0000-400-1300-3110-5200-0000-0				95.00
			Warrant Total		\$95.00
662569	R151	2048	EDWARD CHARLES GONZALEZ		
	01-0000-260-0000-7150-5200-6900-0				12.00
			Warrant Total		\$12.00
662570	R151	2097	DONNA LEE GRANT		
	01-3010-310-1200-2495-4300-4840-5				68.00
			Warrant Total		\$68.00
662571	R151	2443	KATHLEEN M HOGUE		
	01-3010-440-1200-1000-5200-4200-5				1,328.69
			Warrant Total		\$1,328.69
662572	R151	2955	MARGARITA LUISA LIHOSIT		
	01-0000-460-1200-1000-4310-0000-0				48.60
			Warrant Total		\$48.60
662573	R151	10796	KIRSTYN OLSEN		
	01-1100-260-1255-1000-4310-6250-0				56.33
			Warrant Total		\$56.33
662574	R152	047226	PECKS PRINTERY		
150212	01-8150-450-0000-8110-5800-0000-0				62.64
			Warrant Total		\$62.64
662575	R152	072955	MELTON AIR CONDITIONING, INC.		
151299	01-8150-450-0000-8110-4300-0000-0				168.83
151299	01-8150-450-0000-8110-4300-0000-0				418.83
			Warrant Total		\$587.66
662576	R152	910434	MADERA POLICE DEPARTMENT		
150849	01-0000-490-1300-1000-5800-0000-0				50.00
150849	01-0000-490-1300-1000-5800-0000-0		RENEWAL		50.00
			Warrant Total		\$100.00
662577	R152	913750	GOLDEN EAGLE CHARTER, INC.		
150168	01-0000-280-0000-3600-5865-6940-0				570.00
150168	01-0000-280-0000-3600-5865-6940-0				570.00
150168	01-0000-280-0000-3600-5865-6940-0				1,140.00
150168	01-0000-280-0000-3600-5865-6940-0				1,640.00
			Warrant Total		\$3,920.00
662578	R152	915490-1	PLATT		
150445	01-0000-260-0000-7700-4485-5050-0				19.32
150445	01-0000-260-0000-7700-4485-5050-0				36.82
150445	01-0000-260-0000-7700-4485-5050-0				99.54
150445	01-0000-260-0000-7700-4485-5050-0				158.82
150445	01-0000-260-0000-7700-4485-5050-0				287.42
150445	01-0000-260-0000-7700-4485-5050-0				952.95
			Warrant Total		\$1,554.87

Commercial Warrant Listing
For Warrants Dated 09/30/2014 to 09/30/2014

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
662579	R152	987570	MADERA AUTO CENTER		
150181	01-0000-000-0000-0000-9322-0000-0				-27.67
150181	01-0000-000-0000-0000-9322-0000-0				69.33
			Warrant Total		\$41.66
662580	R152	090020-1	LAWSON PRODUCTS		
150179	01-0000-280-0000-3600-4340-6930-0				406.19
150179	01-0000-280-0000-3600-4340-6930-0				410.50
			Warrant Total		\$816.69
662581	R152	090026-1	PRAXAIR DISTRIBUTION, INC		
150229	01-0000-450-0000-8200-4300-0000-0				126.35
150229	01-0000-450-0000-8200-4300-0000-0				194.38
			Warrant Total		\$320.73
662582	R152	090061	Madera Small Engine & Marine Repair		
150207	01-8150-450-0000-8110-4300-0000-0				39.70
150207	01-8150-450-0000-8110-4300-0000-0				118.21
150207	01-8150-450-0000-8110-4300-0000-0				172.21
150207	01-8150-450-0000-8110-4300-0000-0				205.19
150207	01-8150-450-0000-8110-4300-0000-0				367.19
150207	01-8150-450-0000-8110-5640-0000-0				110.00
150207	01-8150-450-0000-8110-5640-0000-0				175.00
150207	01-8150-450-0000-8110-5640-0000-0				250.00
			Warrant Total		\$1,437.50
662583	R152	954910-1	J.W. PEPPER & SON, INC		
151431	01-0000-400-1355-4100-4310-2330-0				692.09
			Warrant Total		\$692.09
662584	R152	901840-1	HAZARD MANAGEMENT SERVICE INC.		
150111	01-8150-450-0000-8110-5800-0000-0				4,250.00
			Warrant Total		\$4,250.00
662585	R152	047438-3	JW PEPPER & SON, INC		
150941	01-0000-400-1355-1000-4310-2320-0				54.00
150941	01-0000-400-1355-1000-4310-2320-0				187.90
			Warrant Total		\$241.90
662586	R152	090310	Monoprice, Inc.		
150342	01-0000-260-0000-7700-4485-5050-0				137.70
150342	01-0000-260-0000-7700-4485-5050-0				257.77
			Warrant Total		\$395.47
662587	R152	090981-1	O'REILLY AUTOMOTIVE, INC		
150187	01-0000-000-0000-0000-9322-0000-0				2,054.08
150187	01-0000-280-0000-3600-4300-6930-0				388.59
			Warrant Total		\$2,442.67
662588	R152	091169	OMEGA INDUSTRIAL SUPPLY, INC.		
151026	01-0000-280-0000-3600-4300-6930-0				108.88
			Warrant Total		\$108.88

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Commercial Warrant Listing
For Warrants Dated 09/30/2014 to 09/30/2014

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
662589	R152	092002-1	PRUDENTIAL OVERALL SUPPLY		
150245	01-0000-280-0000-3600-5800-6930-0				201.25
			Warrant Total		\$201.25
662590	R152	092494	Highlands Energy Solutions		
150117	01-6230-260-0000-8500-6200-0000-0				26,684.00
			Warrant Total		\$26,684.00
662591	R153	026076-1	GRAINGER		
150216	01-8150-450-0000-8110-4300-0000-0				772.55
			Warrant Total		\$772.55
662592	R153	036578	MADERA CHAMBER OF COMMERCE		
151915	01-0595-260-0000-7200-5800-5600-0				450.00
			Warrant Total		\$450.00
662593	R153	037775	MADERA TRIBUNE		
151908	01-0000-260-0000-7200-5870-6000-0				84.79
			Warrant Total		\$84.79
662594	R153	039206-4	MC GRAW-HILL SCHOOL EDUCATION HOLDINGS, LLC		
150008	01-6300-260-1200-1000-4100-6220-0		PO#144172		533.02
151921	01-6300-260-1200-1000-4100-6220-0		PO# 143793		259.98
151922	01-6300-260-1200-1000-4100-6220-0		PO# 143794		259.98
151923	01-6300-260-1200-1000-4100-6220-0		PO# 143795		259.98
151924	01-6300-260-1200-1000-4100-6220-0		PO# 143796		259.98
			Warrant Total		\$1,572.94
662595	R153	040475	MIDLAND TRACTOR CO.		
150232	01-0000-450-0000-8200-4300-0000-0				250.95
			Warrant Total		\$250.95
662596	R153	047226	PECKS PRINTERY		
151530	35-0000-495-0000-8500-5800-0000-0				2,354.40
			Warrant Total		\$2,354.40
662597	R153	047550	PETERS BROS. NURSERY		
151006	01-0000-400-1300-2700-4300-0000-0				226.58
			Warrant Total		\$226.58
662598	R153	915490-1	PLATT		
150228	01-0000-450-0000-8200-4300-0000-0				55.78
150228	01-0000-450-0000-8200-4300-0000-0				749.95
			Warrant Total		\$805.73
662599	R153	090061	Madera Small Engine & Marine Repair		
151772	01-8150-450-0000-8110-4400-0000-0				680.40
			Warrant Total		\$680.40
662600	R153	028944	HOOVER HIGH SCHOOL		
151904	01-0045-400-1315-4200-5808-0000-0		JV GIRLS-VLYBALL		200.00
			Warrant Total		\$200.00
662601	R153	090458	MADERA COUNTY SCHOOLS FOUNDATION		
151830	01-0000-400-1300-1000-5808-0000-0				400.00
			Warrant Total		\$400.00

Commercial Warrant Listing
For Warrants Dated 09/30/2014 to 09/30/2014

Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
662602	R153	090710	HUB INTERNATIONAL		
151925	01-0000-280-0000-3600-5640-6940-0				553.00
			Warrant Total		\$553.00
662603	R153	091807	J's Communications, Inc.		
151336	01-4124-540-3200-1000-4310-0740-0				1,782.00
151616	01-4124-520-1200-1000-5800-0740-0				552.00
			Warrant Total		\$2,334.00
662604	R153	091856	Knight's Pumping & Portable Services, Inc.		
151328	01-8150-450-0000-8110-5620-0000-0				400.80
			Warrant Total		\$400.80
662605	R153	092410	Peters Roofing, Inc.		
150678	14-0010-460-0000-8500-6200-0000-0				5,634.00
			Warrant Total		\$5,634.00
662606	R153	092465	Graham Prewett, Inc		
150319	14-0010-340-0000-8110-5630-0000-0				17,900.00
			Warrant Total		\$17,900.00
662607	R153	092478	H. Markus & Margossian		
151524	01-0000-260-0000-8300-5800-2550-0				4,060.80
			Warrant Total		\$4,060.80
662608	R153	092525	Piana Construction & Painting Inc.		
150659	14-0010-300-0000-8500-6200-0000-0				54,000.00
			Warrant Total		\$54,000.00
662609	R153	092617	Kutz, Cindy		
151857	01-0000-000-0000-0000-9518-0000-0				2,787.31
			Warrant Total		\$2,787.31
662610	R154	075208	MADERA UNIFIED PETTY CASH ACCT		
	11-0010-260-4110-2700-5800-7700-0		AUGUST 2014		101.95
			Warrant Total		\$101.95

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Commercial Warrant Listing
For Warrants Dated 09/30/2014 to 09/30/2014

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
662611	R154	000494	Martinez, Miranda		
	01-0000-490-1300-2420-4310-0000-0				9.00
				Warrant Total	\$9.00
				District Totals	187 Warrants for \$3,846,522.10

Fund Totals	Amount
01 - General Fund	\$3,532,447.13
11 - Adult Education	\$930.32
13 - Cafeteria	\$212,079.11
14 - Deferred Maintenance	\$81,334.00
35 - County School Facilities Fund	\$2,984.40
40 - Special Reserve - Cap Outlay	\$16,747.14
Total	\$3,846,522.10

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

BOARD DATE: 10/28/2014

R:

**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>157</u>	\$ 84,500.00	-	\$	84,500.00
<u>83660</u>	<u>41 BUILDING FUND</u>	-	-		\$	-
<u>83690</u>	<u>42 AG FARM BLDG. FUND</u>	-	-		\$	-
<u>83650</u>	<u>43 C.O.P. PROCEEDS</u>	-	-		\$	-
	<u>SPECIAL RESERVE</u>	-	-		\$	-
<u>83710</u>	<u>49 REDEVELOPMENT</u>	-	-		\$	-
	<u>SPECIAL RESERVE</u>	-	-		\$	-
<u>88510</u>	<u>53 STATE SCHOOL LOAN</u>	-	-		\$	-
	<u>REPAY</u>	-	-		\$	-
<u>88610</u>	<u>54 LEASE PURCHASE</u>	-	-		\$	-
<u>83640</u>	<u>56 C.O.P. DEBT SERVICE</u>	-	-		\$	-
<u>83580</u>	<u>67 INSURANCE RESERVE</u>	-	-		\$	-
<u>83570</u>	<u>73 TRUST FUND</u>	-	-		\$	-
<u>83520</u>	<u>74 ATHLETIC FUND</u>	-	-		\$	-

GRAND TOTAL: \$ 1,163,415.23

BY ORDER OF THE GOVERNING BOARD THE COUNTY SUPERINTENDENT OF SCHOOLS & THE AUDITOR OF MADERA COUNTY ARE HEREBY AUTHORIZED TO TRANSFER THE ABOVE LISTED FUNDS TO THE SCHOOLS COMMERCIAL REVOLVING FUND (E.C. 21110). THEY ARE FURTHER AUTHORIZED TO DRAW WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING.

APPROVED BY:

DATE:

TERI BRADSHAW, DIRECTOR OF FISCAL SVCS

PAYMENT ORDER PREPARED BY: Melanie Serros (ACCOUNTS PAYABLE)

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

AUDITED BY:

DATE:

WARRANT NUMBERS FROM: TO:

Commercial Warrant Listing
For Warrants Dated 10/08/2014 to 10/08/2014

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
662930	R155	976150	HOME DEPOT		
150060	01-0000-260-0000-7530-4300-5800-0				150.69
150060	01-1100-260-1215-4200-4310-0000-0				158.36
150190	01-8150-450-0000-8110-4300-0000-0			RETURN	-11.54
150190	01-8150-450-0000-8110-4300-0000-0				9.91
150190	01-8150-450-0000-8110-4300-0000-0				22.92
150190	01-8150-450-0000-8110-4300-0000-0				30.69
150190	01-8150-450-0000-8110-4300-0000-0				50.33
150190	01-8150-450-0000-8110-4300-0000-0				57.94
150190	01-8150-450-0000-8110-4300-0000-0				60.39
150190	01-8150-450-0000-8110-4300-0000-0				75.48
150190	01-8150-450-0000-8110-4300-0000-0				77.15
150190	01-8150-450-0000-8110-4300-0000-0				129.08
150190	01-8150-450-0000-8110-4300-0000-0				138.20
150190	01-8150-450-0000-8110-4300-0000-0				253.46
150190	01-8150-450-0000-8110-5620-0000-0			RETURN	-1.05
150190	01-8150-450-0000-8110-5620-0000-0				0.90
150190	01-8150-450-0000-8110-5620-0000-0				2.08
150190	01-8150-450-0000-8110-5620-0000-0				2.79
150190	01-8150-450-0000-8110-5620-0000-0				4.57
150190	01-8150-450-0000-8110-5620-0000-0				5.27
150190	01-8150-450-0000-8110-5620-0000-0				5.49
150190	01-8150-450-0000-8110-5620-0000-0				6.86
150190	01-8150-450-0000-8110-5620-0000-0				7.01
150190	01-8150-450-0000-8110-5620-0000-0				11.74
150190	01-8150-450-0000-8110-5620-0000-0				12.56
150441	01-0000-470-0000-8210-4300-0000-0				68.87
150441	01-0000-470-0000-8210-4300-0000-0				82.32
150463	01-0000-360-0000-8210-4300-0000-0				59.02
150463	01-0000-360-0000-8210-4300-0000-0				59.50
150463	01-0000-360-0000-8210-4300-0000-0				115.24
150463	01-0000-360-0000-8210-4300-0000-0				142.24
150463	01-0000-360-0000-8210-4300-0000-0				245.18
151809	01-0000-340-0000-8210-4300-0000-0				173.11
151809	01-0000-340-0000-8210-4300-0000-0				184.73
Warrant Total					\$2,391.49
662931	R155	976150	HOME DEPOT		
150190	01-8150-450-0000-8110-4300-0000-0				4.88
150190	01-8150-450-0000-8110-4300-0000-0				22.63
150190	01-8150-450-0000-8110-4300-0000-0				58.00
150190	01-8150-450-0000-8110-4300-0000-0				75.37
150190	01-8150-450-0000-8110-5620-0000-0				0.44
150190	01-8150-450-0000-8110-5620-0000-0				2.06
150190	01-8150-450-0000-8110-5620-0000-0				5.27
150190	01-8150-450-0000-8110-5620-0000-0				6.85
150190	01-8150-450-0000-8110-5620-0000-0				23.04
Warrant Total					\$198.54

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Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
662932	R155	090230	LOWE'S COMMERCIAL SERVICES		
150191	01-8150-450-0000-8110-4300-0000-0				1,882.27
151457	01-0000-600-1215-2700-4300-0000-0				395.82
151555	01-0000-280-0000-3600-4300-6930-0				61.47
			Warrant Total		\$2,339.56
662933	R155	092135	Guardian Fire Services		
150206	01-8150-450-0000-8110-5640-0000-0				91.00
			Warrant Total		\$91.00
662934	R157	025024-1	GEORGE'S AUTO SUPPLY, INC		
150189	01-8150-450-0000-8110-4300-0000-0				39.04
			Warrant Total		\$39.04
662935	R157	036449	MADERA AUTOMATIC TRANSMISSION, INC.		
150182	01-0000-280-0000-3600-5640-6930-0				406.03
			Warrant Total		\$406.03
662936	R157	039206-4	MC GRAW-HILL SCHOOL EDUCATION HOLDINGS, LLC		
150007	01-6300-260-1200-1000-4100-6220-0				1,066.04
150514	01-6300-260-1200-1000-4100-6220-0				97.95
150514	01-6300-260-1200-1000-4100-6220-0				113.79
150514	01-6300-260-1200-1000-4100-6220-0				121.54
150514	01-6300-260-1200-1000-4100-6220-0				8,206.94
150514	01-6300-260-1200-1000-4100-6220-0				15,420.60
150514	01-6300-260-1200-1000-4100-6220-0				17,169.36
150514	01-6300-260-1200-1000-4100-6220-0				21,790.94
150729	01-6300-260-1200-1000-4100-6220-0				24,267.60
150979	01-1100-260-1300-1000-4100-6220-0				76.39
150979	01-1100-260-1300-1000-4100-6220-0				89.00
			Warrant Total		\$88,420.15
662937	R157	042738-1	NASCO MODESTO		
151695	01-3010-360-1200-1000-4310-4200-5				444.09
			Warrant Total		\$444.09
662938	R157	927300-1	HM RECEIVABLES CO LLC		
151181	01-6300-260-1200-1000-4100-6220-0				127.30
			Warrant Total		\$127.30
662939	R157	935660	LINCOLN EQUIPMENT		
150221	01-0000-450-0000-8200-4300-5170-0				31.12
150221	01-0000-450-0000-8200-4300-5170-0				126.97
150221	01-0000-450-0000-8200-4300-5170-0				926.17
			Warrant Total		\$1,084.26
662940	R157	980000	MADERA GLASS & MIRROR CO.		
150266	01-0000-280-0000-3600-4300-6930-0				207.36
			Warrant Total		\$207.36

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Check/Warr#	Register #	Payee #	Payee Name		Amount
PO #	Account #		Description		
662941	R157	987570	MADERA AUTO CENTER		
150181	01-0000-000-0000-0000-9322-0000-0				40.00
150181	01-0000-000-0000-0000-9322-0000-0				58.13
150181	01-0000-000-0000-0000-9322-0000-0				58.54
			Warrant Total		\$156.67
662942	R157	995890	IMAGE 2000		
150977	01-0000-310-1200-2700-5650-0000-0				5,040.00
			Warrant Total		\$5,040.00
662943	R157	090020-1	LAWSON PRODUCTS		
150179	01-0000-280-0000-3600-4340-6930-0				366.99
			Warrant Total		\$366.99
662944	R157	090021	LEE'S SERVICE		
150180	01-0000-000-0000-0000-9322-0000-0				3,939.14
			Warrant Total		\$3,939.14
662945	R157	090053-1	HILTI INC		
150218	01-8150-450-0000-8110-4300-0000-0				81.60
150218	01-8150-450-0000-8110-4300-0000-0				533.66
			Warrant Total		\$615.26
662946	R157	090056	JOHNSON'S BOILER AND CONTROL		
150222	01-8150-450-0000-8110-4300-0000-0				292.50
150222	01-8150-450-0000-8110-4300-0000-0				1,042.83
			Warrant Total		\$1,335.33
662947	R157	090079-1	GEARY PACIFIC CORP.		
150198	01-8150-450-0000-8110-4300-0000-0				200.00
			Warrant Total		\$200.00
662948	R157	090080-1	HD SUPPLY FACILITIES MAINT., LTD		
150089	01-8150-450-0000-8110-4300-0000-0				-273.75
150089	01-8150-450-0000-8110-4300-0000-0				12.93
150089	01-8150-450-0000-8110-4300-0000-0				273.75
150089	01-8150-450-0000-8110-4300-0000-0				273.75
150089	01-8150-450-0000-8110-4300-0000-0				300.63
			Warrant Total		\$587.31
662949	R157	901840-1	HAZARD MANAGEMENT SERVICE INC.		
150111	01-8150-450-0000-8110-5800-0000-0				400.00
150504	01-8150-450-0000-8110-5800-0000-0				235.00
			Warrant Total		\$635.00
662950	R157	900900	N V B EQUIPMENT		
150185	01-0000-280-0000-3600-5640-6930-0				381.60
150185	01-0000-280-0000-3600-5640-6930-0				1,194.89
			Warrant Total		\$1,576.49

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PO #	Account #				
662951	R157	090923	PPG PITTSBURGH PAINT		
150224	01-8150-450-0000-8110-4300-0000-0				42.38
150224	01-8150-450-0000-8110-4300-0000-0				45.34
150224	01-8150-450-0000-8110-4300-0000-0				57.45
150224	01-8150-450-0000-8110-4300-0000-0				110.61
150224	01-8150-450-0000-8110-4300-0000-0				114.59
150224	01-8150-450-0000-8110-4300-0000-0				118.59
150224	01-8150-450-0000-8110-4300-0000-0				183.82
150224	01-8150-450-0000-8110-4300-0000-0				194.07
150224	01-8150-450-0000-8110-4300-0000-0				347.74
150224	01-8150-450-0000-8110-4300-0000-0				460.67
151120	01-0000-560-1215-2700-4300-0000-0				89.17
Warrant Total					\$1,764.43
662952	R157	091143	GOLF CAR CENTRAL SERVICE		
150213	01-8150-450-0000-8110-5640-0000-0				84.32
150213	01-8150-450-0000-8110-5640-0000-0				154.80
150213	01-8150-450-0000-8110-5640-0000-0				225.60
Warrant Total					\$464.72
662953	R157	091648-1	NORMAN S WRIGHT		
150086	01-8150-450-0000-8110-4300-0000-0				2,635.31
Warrant Total					\$2,635.31
662954	R157	092119	Link 3 Integration, Inc		
150134	01-8150-450-0000-8110-4300-0000-0				38.09
150134	01-8150-450-0000-8110-5640-0000-0				157.50
150134	01-8150-450-0000-8110-5640-0000-0				460.00
Warrant Total					\$655.59
662955	R157	092151-1	HAJOCA CORP.		
150107	01-8150-450-0000-8110-4300-0000-0				70.07
150107	01-8150-450-0000-8110-4300-0000-0				195.32
150107	01-8150-450-0000-8110-4300-0000-0				254.66
150107	01-8150-450-0000-8110-4300-0000-0				367.68
Warrant Total					\$887.73
662956	R157	092524	Nations Roofs		
150658	40-0000-480-0000-8500-6200-0000-0				84,500.00
Warrant Total					\$84,500.00
662957	R158	023261	FRESNO COUNTY OFFICE OF ED.		
151526	01-0000-520-1200-2700-5200-0000-0				995.00
Warrant Total					\$995.00
662958	R158	054060-1	SCHOETTLER TIRE INC.		
150251	01-0000-280-0000-3600-5640-6930-0				15.00
150251	01-0000-280-0000-3600-5640-6930-0				23.00
150251	01-0000-280-0000-3600-5640-6930-0				33.00
Warrant Total					\$71.00

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PO #	Account #		Description		
662959	R158	055658	SHERWIN WILLIAMS PAINT CO.		
150375	01-8150-450-0000-8110-4300-0000-0				134.97
			Warrant Total		\$134.97
662960	R158	057115	SONITROL OF FRESNO		
151346	01-8150-450-0000-8110-5630-0000-0				160.25
151346	01-8150-450-0000-8110-5630-0000-0				192.68
151346	01-8150-450-0000-8110-5630-0000-0				382.41
			Warrant Total		\$735.34
662961	R158	060831-1	TESEI PETROLEUM, INC.		
150258	01-0000-280-0000-3600-4342-6930-0				1,057.12
150258	01-0000-280-0000-3600-4344-6930-0				163.85
150258	01-0000-280-0000-3600-4345-6930-0				5,256.19
			Warrant Total		\$6,477.16
662962	R158	064030	VALLEY IRON INC.		
150101	01-8150-450-0000-8110-4300-0000-0				69.66
150101	01-8150-450-0000-8110-4300-0000-0				432.05
150101	01-8150-450-0000-8110-4300-0000-0				535.90
151258	01-7010-490-1305-1000-4310-7430-0				3,993.62
			Warrant Total		\$5,031.23
662963	R158	064857	VINCENT COMMUNICATIONS INC.		
150193	01-0000-450-0000-8200-4300-0000-0				43.53
150193	01-0000-450-0000-8200-5640-0000-0				60.00
151417	01-0000-560-1200-2700-4300-0000-0				123.71
151419	01-0000-560-1200-2700-5800-0000-0				123.71
			Warrant Total		\$350.95
662964	R158	066402-1	WESTERN BUILDING MATERIALS CO		
150102	01-8150-450-0000-8110-4300-0000-0				184.96
			Warrant Total		\$184.96
662965	R158	890025	UPBEAT INC.		
151631	01-0000-390-0000-8210-4300-0000-0				1,536.00
			Warrant Total		\$1,536.00
662966	R158	890573-1	SJVMF		
151945	01-0000-480-3550-1000-5200-0000-0				370.00
			Warrant Total		\$370.00
662967	R158	890963	REFRIGERATION SUPPLY DISTRIBUTOR		
150082	01-8150-450-0000-8110-4300-0000-0				107.94
			Warrant Total		\$107.94
662968	R158	890963-1	REFRIGERATION SUPPLIES DIST.		
150082	01-8150-450-0000-8110-4300-0000-0				41.86
150082	01-8150-450-0000-8110-4300-0000-0				45.72
			Warrant Total		\$87.58
662969	R158	910291	SWIM SUITS WEST		
151623	01-0000-560-1215-4200-4310-0000-0				572.40
			Warrant Total		\$572.40

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PO #	Account #		Description		Amount
662970	R158	913230-1	TOTAL FILTRATION SERVICES, INC		
150078	01-8150-450-0000-8110-4300-0000-0				206.06
			Warrant Total		\$206.06
662971	R158	915780-1	WEST COAST ARBORISTS, INC		
151781	01-8150-450-0000-8110-5800-0000-0				800.00
			Warrant Total		\$800.00
662972	R158	931660-1	SEHI COMPUTER PRODUCTS INC		
151572	01-0045-400-1315-4200-4385-0000-0				910.94
151677	01-3010-380-1200-1000-4310-4200-5				3,343.94
			Warrant Total		\$4,254.88
662973	R158	942340	SILVA'S OIL CO.		
150253	01-0000-280-0000-3600-4342-6930-0				24,098.88
			Warrant Total		\$24,098.88
662974	R158	965050-1	SAN JOAQUIN COUNTY OFFICE OF ED		
151961	01-0000-260-0000-7400-5870-5250-0				2,302.88
			Warrant Total		\$2,302.88
662975	R158	965210-1	ROCHESTER 100 INC		
151608	01-0000-440-1200-1000-4310-0000-0				230.00
			Warrant Total		\$230.00
662976	R158	970120-1	SCHOOL SPECIALTY INC.		
150424	01-0000-460-1200-1000-4310-0000-0				516.75
150962	01-0000-670-1200-1000-4310-0000-0				3,816.10
			Warrant Total		\$4,332.85
662977	R158	984280	WORTHINGTON DIRECT, INC.		
151711	01-0000-380-1200-2700-4400-0000-0				764.90
			Warrant Total		\$764.90
662978	R158	989220	VALLEY PUBLIC TELEVISION		
151556	01-0000-280-0000-3600-5800-6940-0				475.00
			Warrant Total		\$475.00

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PO #	Account #				
662979	R158	087128-1	WAL MART COMMUNITY		
150718	01-0000-390-1200-1000-4310-0000-0				206.45
150772	01-0000-540-3200-1000-4310-4090-0				202.77
150773	01-0000-400-1300-1000-4310-4090-0				120.50
150774	01-6010-290-1200-1000-4310-0735-0				609.97
150775	01-6010-310-1200-1000-4310-0735-0				941.70
150776	01-4124-400-1300-1000-4310-0740-5				1,498.40
150777	01-4124-490-1300-1000-4310-0740-5				1,995.86
151027	01-3725-400-1300-1000-4310-0000-4				294.34
151052	01-6010-580-1200-1000-4310-0735-0				1,888.17
151085	12-6105-260-0001-1000-4310-0000-0				470.73
151101	01-7010-490-1305-1000-4310-7430-0				629.13
151237	01-6010-320-1200-1000-4310-0735-0				700.85
151238	01-6010-630-1200-1000-4310-0735-0				267.93
151239	01-6010-390-1200-1000-4310-0735-0				708.23
151241	01-6010-380-1200-1000-4310-0735-0				498.03
151242	01-4124-560-1200-1000-4310-0740-5				1,305.66
151243	01-6010-600-1200-1000-4310-0735-0				854.39
151244	01-6010-520-1200-1000-4310-0735-0				551.03
151245	01-6010-650-1200-1000-4310-0735-0				113.66
151246	01-6010-670-1200-1000-4310-0735-0				388.74
151247	01-6010-620-1200-1000-4310-0735-0				260.85
151248	01-6010-460-1200-1000-4310-0735-0				1,060.26
151249	01-6010-440-1200-1000-4310-0735-0				660.35
151250	01-6010-420-1200-1000-4310-0735-0				792.04
151251	01-4124-360-1200-1000-4310-0740-5				506.87
151506	01-5630-260-1110-1000-4310-4880-0				28.17
151506	01-9485-260-7110-1000-4310-0000-0				55.03
Warrant Total					\$17,610.11
662980	R158	090042	ROSENBALM ROCKERY		
150230	01-0000-450-0000-8220-4300-0000-0				56.70
Warrant Total					\$56.70
662981	R158	090057	WILCO SUPPLY		
150079	01-8150-450-0000-8110-4300-0000-0				25.40
150079	01-8150-450-0000-8110-4300-0000-0				67.23
150079	01-8150-450-0000-8110-4300-0000-0				70.00
150079	01-8150-450-0000-8110-4300-0000-0				167.53
150079	01-8150-450-0000-8110-4300-0000-0				199.80
150079	01-8150-450-0000-8110-4300-0000-0				253.02
150079	01-8150-450-0000-8110-4300-0000-0				361.02
150079	01-8150-450-0000-8110-4300-0000-0				510.17
150079	01-8150-450-0000-8110-4300-0000-0				527.80
150079	01-8150-450-0000-8110-4300-0000-0				539.28
150079	01-8150-450-0000-8110-4300-0000-0				715.01
150079	01-8150-450-0000-8110-4300-0000-0				1,006.34
Warrant Total					\$4,442.60

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PO #	Account #				
662982	R158	090068-1	UNIVERSAL SPECIALITIES INC		
150077	01-8150-450-0000-8110-4300-0000-0				53.22
150077	01-8150-450-0000-8110-4300-0000-0				397.60
			Warrant Total		\$450.82
662983	R158	090072-1	UNISOURCE WORLDWIDE INC		
150100	01-8150-450-0000-8110-4300-0000-0				213.41
			Warrant Total		\$213.41
662984	R158	090076-1	TARGET SPECIALTY PRODUCTS		
150227	01-0000-450-0000-8220-4300-0000-0				122.99
150227	01-0000-450-0000-8220-4300-0000-0				138.63
150227	01-0000-450-0000-8220-4300-0000-0				171.48
150227	01-0000-450-0000-8220-4300-0000-0				263.21
150227	01-0000-450-0000-8220-4300-0000-0				330.99
			Warrant Total		\$1,027.30
662985	R158	090077	TORRES FENCE CO., INC		
150098	01-8150-450-0000-8110-4300-0000-0				382.03
150098	01-8150-450-0000-8110-4300-0000-0				843.29
150126	14-0010-320-0000-8500-6170-0000-0				9,296.00
			Warrant Total		\$10,521.32
662986	R158	052861	S & J LUMBER		
150083	01-8150-450-0000-8110-4300-0000-0				78.48
			Warrant Total		\$78.48
662987	R158	090163-1	School Services of California		
151143	01-0000-260-0000-7300-5200-5550-0				510.00
			Warrant Total		\$510.00
662988	R158	896960	SPARKLETTTS		
150650	01-0000-260-0000-7200-5650-6000-0				259.61
			Warrant Total		\$259.61
662989	R158	090565-1	US AIRCONDITIONING DISTRIBUTORS, INC		
150099	01-8150-450-0000-8110-4300-0000-0				166.84
150099	01-8150-450-0000-8110-4300-0000-0				688.77
150099	01-8150-450-0000-8110-4300-0000-0				720.48
			Warrant Total		\$1,576.09
662990	R158	090943	STEAM CLEANERS, INC.		
150108	01-8150-450-0000-8110-5640-0000-0				1,774.42
			Warrant Total		\$1,774.42
662991	R158	091112-1	RAY MORGAN COMPANY		
150425	01-0000-260-0000-7510-5650-5100-0				99.96
			Warrant Total		\$99.96

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PO #	Account #				
662992	R158	091148-1	RUSSELL SIGLER INC.		
150081	01-8150-450-0000-8110-4300-0000-0				175.65
150081	01-8150-450-0000-8110-4300-0000-0				186.30
150081	01-8150-450-0000-8110-4300-0000-0				221.18
150081	01-8150-450-0000-8110-4300-0000-0				776.86
151287	01-8150-450-0000-8110-5630-0000-0				4,332.98
			Warrant Total		\$5,692.97
662993	R158	091487	Thermo King Fresno, Inc.		
151554	01-0000-280-0000-3600-5640-6930-0				1,059.99
			Warrant Total		\$1,059.99
662994	R158	091498-1	TURF STAR, INC.		
150088	01-8150-450-0000-8110-4300-0000-0				260.47
			Warrant Total		\$260.47
662995	R158	091499	Quality Machinery Center		
150076	01-0000-450-0000-8200-4300-0000-0				7.47
150076	01-0000-450-0000-8200-4300-0000-0				557.03
150076	01-8150-450-0000-8110-5800-0000-0				267.52
			Warrant Total		\$832.02
662996	R158	091659	Supplemental Health Care		
151850	01-0015-260-0000-3140-5800-6660-0				432.00
151850	01-0015-260-0000-3140-5800-6660-0				563.76
			Warrant Total		\$995.76
662997	R158	091789-1	TACONY CORPORATION		
150087	01-8150-450-0000-8110-4300-0000-0				347.20
150087	01-8150-450-0000-8110-4300-0000-0				380.22
			Warrant Total		\$727.42
662998	R158	091794	Scrubber City, Inc.		
150090	01-8150-450-0000-8110-4300-0000-0				59.81
150090	01-8150-450-0000-8110-4300-0000-0				174.83
			Warrant Total		\$234.64
662999	R158	091880	Textbook Warehouse		
151285	01-6300-260-1200-1000-4100-6220-0				416.83
151285	01-6300-260-1200-1000-4100-6220-0				1,236.92
151285	01-6300-260-1200-1000-4100-6220-0				2,500.96
			Warrant Total		\$4,154.71
663000	R158	092004	Sunbelt Rentals		
150237	01-0000-450-0000-8220-5620-0000-0				266.80
150237	01-0000-450-0000-8220-5620-0000-0				563.86
150237	01-0000-450-0000-8220-5620-0000-0				622.30
150237	01-0000-450-0000-8220-5620-0000-0				629.88
150237	01-0000-450-0000-8220-5620-0000-0				757.96
150237	01-0000-450-0000-8220-5620-0000-0				916.01
			Warrant Total		\$3,756.81

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663001	R158	092082	UniFirst		
151005	01-0000-400-0000-8210-5800-0000-0				110.12
151005	01-0000-400-0000-8210-5800-0000-0				110.12
			Warrant Total		\$220.24
663002	R158	092208	Valley Cultural Coalition		
151918	01-0000-260-0000-7150-5300-6900-0				500.00
			Warrant Total		\$500.00
663003	R158	092221	CMC-Asilomar		
151709	01-0000-350-3300-1000-5200-0000-0				540.00
			Warrant Total		\$540.00
663004	R158	092472	v.2 Consulting, Inc.		
151590	01-0000-260-0000-7700-5200-5050-0				3,150.00
			Warrant Total		\$3,150.00
663005	R158	092486-1	S & S WORLDWIDE, INC		
151694	01-3010-360-1200-1000-4310-4200-5				275.31
			Warrant Total		\$275.31
663006	R158	092518	R. J. Berry Jr Inc.		
151324	14-0010-455-0000-8110-5600-0000-0				3,350.00
			Warrant Total		\$3,350.00
663007	R158	092598-1	UPSTART		
151630	01-0000-560-1249-1000-4310-0000-0				99.99
			Warrant Total		\$99.99
663008	R158	092618	FACET/CATE		
151917	01-3010-600-1200-2700-5200-4250-5				200.00
			Warrant Total		\$200.00
663009	R158	092619	Tenaya Lodge		
152006	01-3010-600-1200-2700-5200-4250-5		M.BAKER		441.78
			Warrant Total		\$441.78
663010	R158	092627	International Bullying Prevention Association		
151930	01-0000-260-1200-3110-5200-6000-0				275.00
151930	01-0000-260-1200-3110-5200-6000-0				275.00
151930	01-0000-260-1200-3110-5200-6000-0				275.00
151930	01-0000-260-1200-3110-5200-6000-0				275.00
			Warrant Total		\$1,100.00
663011	R159	910197-1	AT&T		
	01-0000-260-0000-7200-5920-5050-0				37.57
	01-0000-260-0000-7200-5920-5050-0				74.16
			Warrant Total		\$111.73
663012	R159	910197-2	AT & T		
	01-0000-260-0000-7200-5920-5050-0				55.88
	01-0000-260-0000-7200-5920-5050-0				99.77
	01-0000-260-0000-7200-5920-5050-0				82,849.56
			Warrant Total		\$83,005.21

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PO #	Account #				
663013	R159	910197-3	AT&T MOBILITY		
	01-0000-260-0000-7200-5920-5050-0				77.25
			Warrant Total		\$77.25
663014	R159	910197-4	AT&T		
	01-0000-260-0000-7200-5920-5050-0				18.28
	01-0000-260-0000-7200-5920-5050-0				87.44
			Warrant Total		\$105.72
663015	R159	905910	CHEVRON AND TEXACO		
	01-0000-280-0000-3600-4344-6930-0				190.80
	01-0000-280-0000-3600-4344-6930-0				256.59
	01-0000-280-0000-3600-4344-6930-0				350.94
	01-0000-400-1315-4200-4344-0000-0				85.79
	01-0000-400-1315-4200-4344-0000-0				234.93
	01-0000-400-1315-4200-4344-0000-0				253.76
	01-0000-400-1315-4200-4344-0000-0				339.81
			Warrant Total		\$1,712.62
663016	R160	970	CARSTEN CHRISTIANSEN		
	01-0000-310-1200-1000-4310-0000-0				446.41
	01-3010-310-1200-1000-4310-4200-5				583.86
			Warrant Total		\$1,030.27
663017	R160	1907	HILDA GARNICA		
	01-0015-260-0000-7180-4300-6910-0				21.26
			Warrant Total		\$21.26
663018	R160	8047	JULIA MAGALLON		
	01-0000-400-1300-3110-5200-0000-0				5.00
	01-0000-400-1300-3110-5200-0000-0				20.00
			Warrant Total		\$25.00
663019	R160	3858	RICHARD ORTIZ		
	01-0000-600-1200-2700-4300-0000-0				35.51
			Warrant Total		\$35.51
663020	R160	10283	FERNANDO CISNEROS		
	01-0000-490-1370-1000-4310-0000-0				46.43
			Warrant Total		\$46.43
663021	R161	003457	APPLE COMPUTER INC.		
151732	01-7400-390-1200-1000-4485-0000-0				27,840.12
			Warrant Total		\$27,840.12
663022	R161	003457-1	APPLE COMPUTER, INC		
151732	01-7400-390-1200-1000-4485-0000-0				1,301.76
151732	01-7400-390-1200-1000-4485-0000-0				2,169.60
151732	01-7400-390-1200-1000-4485-0000-0				4,841.00
			Warrant Total		\$8,312.36
663023	R161	009528	CAL VALLEY PRINTING		
150354	01-0000-260-0000-7150-5800-6900-0				417.96
			Warrant Total		\$417.96

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663024 151722	R161 01-0000-400-1315-4200-4310-0000-0	014892	CONTINENTAL ATHLETIC SUPPLY	1,887.94
Warrant Total				\$1,887.94
663025 151852	R161 01-8150-450-0000-8110-5800-0000-0	022600	47TH PLACE CARPET SHOP	3,900.68
Warrant Total				\$3,900.68
663026 151950	R161 01-0000-260-0000-7400-5800-5250-0	914760	CRS INCORPORATED SEPT.2014	2,173.42
Warrant Total				\$2,173.42
663027 150725	R161 01-6300-260-1200-1000-4100-6220-0	914960-1	THE COLLEGE BOARD	28,979.42
Warrant Total				\$28,979.42
663028 150923 150924 150926 150927 150930 150931 150932 150933 150935 150936 150937 150958 150959 150961	R161 01-6010-650-1200-1000-4310-0735-0 01-6010-670-1200-1000-4310-0735-0 01-6010-600-1200-1000-4310-0735-0 01-6010-620-1200-1000-4310-0735-0 01-6010-460-1200-1000-4310-0735-0 01-6010-320-1200-1000-4310-0735-0 01-6010-290-1200-1000-4310-0735-0 01-6010-390-1200-1000-4310-0735-0 01-6010-380-1200-1000-4310-0735-0 01-6010-310-1200-1000-4310-0735-0 01-6010-420-1200-1000-4310-0735-0 01-4124-400-1300-1000-4310-0740-5 01-4124-490-1300-1000-4310-0740-5 01-4124-560-1200-1000-4310-0740-5	920064	FOOD 4 LESS	56.85 48.20 48.25 85.70 61.60 63.56 243.40 39.20 413.70 143.19 94.58 79.39 17.52 352.00
Warrant Total				\$1,747.14
663029 151286 151745	R161 01-6300-260-1200-1000-4100-6220-0 01-6300-260-1200-1000-4100-6220-0	930850-1	CURRICULUM ASSOC. INC.	60.24 2,726.46
Warrant Total				\$2,786.70
663030 150457 150457 150457	R161 01-0000-260-0000-7200-5840-5600-0 01-0000-260-0000-7400-5840-5260-0 01-0510-260-0000-7200-5840-9910-0	941530	ATKINSON, ANDELSON, LOYA,	24,444.55 105.00 6,407.50
Warrant Total				\$30,957.05
663031 150948 150948	R161 01-3010-320-1200-1000-4485-4200-5 01-3010-320-1200-1000-4485-4200-5	920922	APPLE COMPUTER, INC	366.00 2,420.88
Warrant Total				\$2,786.88
663032 151717	R161 01-0045-400-1315-4200-5800-0000-0	090242	CIF CENTRAL SECTION MHS	435.00
Warrant Total				\$435.00

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663033 150288	R161 01-0000-260-0000-7390-5890-6950-0	953030-1	CONCENTRA MEDICAL CENTER		144.12
			Warrant Total		\$144.12
663034 151388	R161 01-3010-630-1200-1000-4310-4200-5	090925	AMERICAN LEGACY PUBLISHING		652.19
			Warrant Total		\$652.19
663035 151177 151686	R161 01-0000-260-1155-2100-4300-6250-0 01-0015-260-0000-7180-4300-6910-0	091868	Drumrights Office Supplies		2,532.59 1,526.04
			Warrant Total		\$4,058.63
663036 151840 151840	R161 01-3010-400-1300-1000-4310-4250-5 01-3010-400-1300-1000-5885-4250-5	092615	ConsumerMath.org		104.70 107.75
			Warrant Total		\$212.45
663037 151856	R161 01-0000-260-0000-7200-5300-5600-0	092616-1	Association of California School Administrators		3,150.00
			Warrant Total		\$3,150.00
663038 151910	R161 01-0595-260-0000-7200-5800-5600-0	092624	Elegant Occasions		605.00
			Warrant Total		\$605.00
663039 150153 150153	R162 01-0000-000-0000-0000-9322-0000-0 01-0000-000-0000-0000-9322-0000-0	000073-1	A-Z BUS SALES		137.60 1,062.63
			Warrant Total		\$1,200.23
663040 150161 150161 150161 150161 150161 150161 150161 150161 150161 150161	R162 01-0000-000-0000-0000-9322-0000-0 01-0000-000-0000-0000-9322-0000-0 01-0000-000-0000-0000-9322-0000-0 01-0000-000-0000-0000-9322-0000-0 01-0000-000-0000-0000-9322-0000-0 01-0000-000-0000-0000-9322-0000-0 01-0000-000-0000-0000-9322-0000-0 01-0000-000-0000-0000-9322-0000-0 01-0000-000-0000-0000-9322-0000-0 01-0000-000-0000-0000-9322-0000-0 01-0000-280-0000-3600-4300-6930-0	012241	CENTRAL VALLEY TRUCK CENTER		21.99 23.46 46.83 73.17 75.22 172.75 398.47 563.20 759.39 302.29
			Warrant Total		\$2,436.77
663041 150174	R162 01-0000-280-0000-3600-5640-6930-0	016100-1	CUMMINS PACIFIC LLC		314.79
			Warrant Total		\$314.79
663042 150155	R162 01-0000-000-0000-0000-9322-0000-0	998701	BATTERY SYSTEMS		1,515.70
			Warrant Total		\$1,515.70

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663043	R162	090016-1	EPPLER TOWING & TRANSPORT		
150176	01-0000-280-0000-3600-5800-6930-0				281.25
			Warrant Total		\$281.25
663044	R162	953030-1	CONCENTRA MEDICAL CENTER		
150852	01-0000-280-0000-3600-5842-6940-0				50.00
			Warrant Total		\$50.00
663045	R162	090722	A & E INDUSTRIAL CLEANING EQUIP. CORP.		
150597	01-0000-280-0000-3600-4400-6930-0				857.13
			Warrant Total		\$857.13
663046	R162	090893	BUS WEST		
150160	01-0000-000-0000-0000-9322-0000-0				147.05
150160	01-0000-000-0000-0000-9322-0000-0				437.94
			Warrant Total		\$584.99
663047	R162	090893-1	BUSWEST		
150160	01-0000-000-0000-0000-9322-0000-0				-43.07
150160	01-0000-000-0000-0000-9322-0000-0				866.52
			Warrant Total		\$823.45
663048	R162	091187	CREATIVE BUS SALES		
150173	01-0000-000-0000-0000-9322-0000-0				163.96
			Warrant Total		\$163.96
663049	R162	091885	Future Ford of Clovis		
150164	01-0000-280-0000-3600-5640-6930-0				1,548.17
			Warrant Total		\$1,548.17
663050	R162	092529	Art's Uphoistery		
150694	01-0000-280-0000-3600-5640-6930-0				227.81
			Warrant Total		\$227.81

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PO #	Account #				
663051	R163	044898-4	OFFICE DEPOT		
150122	01-0000-260-0000-7400-4300-5260-0				413.74
150124	01-6500-260-5770-1190-4300-0000-0				1,252.25
150137	01-8150-450-0000-8110-4300-0000-0				476.84
150138	01-0000-290-1200-2700-4300-0000-0				625.66
150139	01-0000-360-1200-2700-4300-0000-0				1,952.17
150141	01-0000-280-0000-3600-4300-6930-0				244.28
150141	01-0000-280-0000-3600-4300-6940-0				407.12
150142	01-0000-260-0000-7150-4300-6100-0				405.33
150143	01-0000-260-0000-7200-4300-6000-0				1,520.41
150144	01-0000-260-0000-7150-4300-6900-0				349.43
150273	01-0000-260-0000-3160-4300-6040-0				574.90
150275	01-0000-260-0000-7390-4300-6950-0				137.13
150286	01-0000-260-0000-7150-4300-5500-0				346.41
150299	01-0000-260-0000-3900-4300-6600-0				2,534.17
150327	01-0000-460-1200-1000-4310-0000-0				4,413.60
150328	01-0000-540-3200-2700-4300-0000-0				491.83
150329	01-0000-540-3200-1000-4310-0000-0				211.61
150330	01-0000-540-0000-8210-4300-0000-0				100.93
150331	01-0000-670-1200-2700-4300-0000-0				394.67
150332	01-0000-580-1200-1000-4310-0000-0				8,742.51
150333	01-0000-580-1200-2700-4300-0000-0				2,724.61
150334	01-0000-670-1200-1000-4310-0000-0				1,875.18
150335	01-0000-470-1200-1000-4310-0000-0				1,685.77
150336	01-0000-290-1200-1000-4310-0000-0				3,318.26
150337	01-0000-290-0000-8210-4300-0000-0				298.05
150338	01-0000-360-1200-1000-4310-0000-0				4,844.76
150339	01-0000-300-1200-1000-4310-0000-0				3,291.67
150360	01-0000-260-0000-7510-4300-5100-0				-9.69
150361	01-0000-260-0000-7530-4300-5800-0				234.88
150362	01-0000-260-0000-7540-4300-5850-0				117.31
150423	01-0000-260-0000-7400-4300-5250-0				1,315.58
150435	01-0000-260-0000-7700-4300-5050-0				147.35
150436	01-0000-260-0000-2420-4300-6240-0				149.70
150461	01-0015-260-0000-7180-4300-6910-0				193.72
Warrant Total					\$45,782.14

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PO #	Account #		Description		
663052	R163	044898-4	OFFICE DEPOT		
150475	01-0000-260-0000-7330-4300-5550-0				56.19
150476	01-0000-400-1331-1000-4310-0000-0				2,231.98
150479	01-0000-260-0000-7300-4300-5550-0				239.92
150480	01-0000-320-1200-1000-4310-0000-0				1,587.62
150481	01-0000-320-1200-2700-4300-0000-0				2,946.22
150482	01-0000-440-1200-1000-4310-0000-0				4,360.61
150484	01-0000-620-1200-1000-4310-0000-0				3,362.16
150498	01-0000-600-1200-1000-4310-0000-0				4,335.78
150499	01-0000-600-1200-2700-4300-0000-0				448.92
150500	01-0000-600-0000-8210-4300-0000-0				99.42
150508	01-0000-650-1200-1000-4310-0000-0				7,553.70
150512	01-0000-540-3200-1000-4310-4090-0				862.37
150531	01-0000-490-1315-4200-4310-0000-0				153.58
150615	01-0000-520-1200-1000-4310-0000-0				8,599.44
150621	12-6105-290-0001-1000-4310-0000-0				190.57
150622	12-6105-290-0001-1000-4310-4050-0				271.78
150624	12-6105-440-0001-1000-4310-0000-0				76.81
150625	12-6105-460-0001-1000-4310-0000-0				95.82
150626	12-6105-620-0001-1000-4310-0000-0				446.67
150628	12-6105-650-0001-1000-4310-0000-0				183.50
150629	12-6105-520-0001-1000-4310-0000-0				105.60
150633	12-6105-260-0001-2100-4300-0000-0				3,496.12
150695	01-0000-260-0000-3140-4300-6660-0				176.98
150699	01-0000-490-1300-2700-4300-0000-0				524.36
150700	01-0000-490-1300-1000-4310-0000-0				70.65
150702	01-0000-490-1300-1000-4310-0000-0				91.53
150702	01-0000-490-1300-1000-4310-0000-0				173.74
150743	01-6500-260-5770-1180-5800-0000-0				56.15
150780	01-6010-290-1200-1000-4310-0735-0				280.09
150792	01-6010-650-1200-1000-4310-0735-0				567.50
150793	01-6010-670-1200-1000-4310-0735-0				793.88
150796	01-0000-390-1200-1000-4310-0000-0				3,722.84
150801	01-6010-630-1200-1000-4310-0735-0				110.34
150803	01-6010-600-1200-1000-4310-0735-0				448.88
Warrant Total					\$48,721.72

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663053	R163	044898-4	OFFICE DEPOT		
150805	01-6010-580-1200-1000-4310-0735-0				940.04
150814	01-6010-380-1200-1000-4310-0735-0				1,144.81
150815	01-6010-420-1200-1000-4310-0735-0				421.07
150816	01-6010-320-1200-1000-4310-0735-0				194.26
150819	01-6010-440-1200-1000-4310-0735-0				1,106.07
150820	01-6010-310-1200-1000-4310-0735-0				1,494.49
150822	01-0000-260-3800-2100-4300-6070-0				701.81
150823	01-0000-630-1200-1000-4310-0000-0				5,828.97
150824	01-0000-340-1200-2700-4300-0000-0				1,388.73
150825	01-0000-260-0000-7200-4300-3010-0				275.28
150826	01-0000-340-1200-1000-4310-0000-0				2,915.39
150828	01-4124-360-1200-1000-4310-0740-5				287.57
150875	01-0000-400-1310-1000-4310-0000-0				972.23
150887	01-0000-420-1200-1000-4310-0000-0				4,359.59
150900	01-0000-310-1200-1000-4310-0000-0				6,146.85
150901	01-0000-310-0000-8210-4300-0000-0				514.92
150921	01-3725-400-1300-1000-4310-0000-4				64.75
150950	01-4124-470-1200-1000-4310-0740-5				114.63
150951	01-4124-560-1200-1000-4310-0740-5				2,210.25
150952	01-4124-400-1300-1000-4310-0740-5				2,746.73
150953	01-4124-490-1300-1000-4310-0740-5				1,247.98
150954	01-7400-390-1200-1000-4310-0000-0				2,411.11
150989	01-0000-560-1200-1000-4310-0000-0				669.90
150991	01-0000-560-1200-2700-4300-0000-0				142.91
150992	01-0000-560-0000-8210-4300-0000-0				67.89
150997	01-0000-350-3300-1000-4310-0000-0				129.81
150999	01-0000-350-3300-2700-4300-0000-0				68.17
151004	12-6105-260-0001-1000-4310-0000-0				1,081.18
151012	01-0000-380-1200-1000-4310-0000-0				2,414.09
151115	11-0010-260-4110-1000-4310-0000-0				117.66
151118	01-0000-400-1520-1000-4310-0000-0				501.56
151122	01-0000-490-1335-1000-4310-0000-0				354.41
151124	01-0000-400-1300-1000-4310-0000-0				156.34
151133	01-0000-400-1550-2700-4300-1050-0				139.22
Warrant Total					\$43,330.67

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Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
663054	R163	044898-4	OFFICE DEPOT		
151134	01-0000-400-1300-1000-4310-0000-0				175.07
151136	01-0000-560-1284-1000-4310-0000-0				1,147.00
151137	01-0000-560-1249-1000-4310-0000-0				79.09
151138	01-0000-380-1200-2700-4300-0000-0				75.10
151145	01-0000-400-1540-1000-4310-0000-0				274.00
151161	01-0000-260-1155-2100-4300-6250-0				773.53
151174	01-0000-400-1560-1000-4310-0000-0				843.03
151282	01-0000-260-1110-2140-4300-6010-0				665.36
151335	01-4124-290-1200-1000-4310-0742-0				153.79
151366	01-3010-260-1110-2140-4300-4830-5				58.37
151366	01-4035-260-1110-2140-4300-0000-5				58.38
151367	01-7400-390-1200-1000-4310-0000-0				213.58
151368	01-3010-560-1200-1000-4310-4250-5				720.63
151389	01-0000-490-1310-1000-4310-0000-0				1,050.87
151399	01-0000-560-1245-1000-4310-0000-0				188.30
151404	01-0000-560-1280-1000-4310-0000-0				593.00
151418	01-0000-560-1255-1000-4310-2320-0				80.62
			Warrant Total		\$7,149.72
663055	R165	024752	GENERAL BUILDERS SUPPLY CO.		
150387	13-5310-260-0000-8110-5640-9260-0				213.23
			Warrant Total		\$213.23
663056	R165	915980	IMAGE ONE CORPORATION		
151491	13-5310-260-0000-3700-5800-0000-0				5,966.67
			Warrant Total		\$5,966.67
663057	R165	920213	DON LEE FARMS		
150384	13-5310-000-0000-0000-9320-0000-0				2,181.00
			Warrant Total		\$2,181.00
663058	R165	920260	D.J. CO-OP		
151488	13-5310-000-0000-0000-9320-0000-0				836.32
			Warrant Total		\$836.32
663059	R165	923970	TYSON FOODS, INC		
150411	13-5310-000-0000-0000-9320-0000-0				13,242.49
			Warrant Total		\$13,242.49
663060	R165	925560	DANIELSEN CO.		
150383	13-5310-000-0000-0000-9320-0000-0				72,778.00
			Warrant Total		\$72,778.00
663061	R165	938860	GOLD STAR FOODS		
150388	13-5310-000-0000-0000-9320-0000-0				31,784.27
150388	13-5310-000-0000-0000-9320-0000-0				34,159.47
			Warrant Total		\$65,943.74
663062	R165	945270-1	SYSCO FOODSERVICES FOR CENTRAL		
150409	13-5310-000-0000-0000-9320-0000-0				103,337.79
			Warrant Total		\$103,337.79

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663063 150386	R165 13-5310-000-0000-0000-9320-0000-0	977640	FOCUS PACKAGING		9,371.12
			Warrant Total		\$9,371.12
663064 150406	R165 13-5310-000-0000-0000-9320-0000-0	983190	SCHOOL LUNCH PRODUCTS		155,083.00
			Warrant Total		\$155,083.00
663065 150412	R165 13-5310-000-0000-0000-9320-0000-0	994970-1	UNISOURCE WORLDWIDE INC		7,209.73
			Warrant Total		\$7,209.73
663066 150389	R165 13-5310-260-0000-3700-5650-0000-0	995890-1	IMAGE 2000		5,966.67
			Warrant Total		\$5,966.67
663067 150407	R165 13-5310-260-0000-3700-4300-0000-0	090131	Sparkletts/Alhambra Waters		122.46
			Warrant Total		\$122.46
663068 150405	R165 13-5310-260-0000-3700-4701-0000-0	053990	SAVE MART OF MODESTO		184.44
			Warrant Total		\$184.44
663069 150380	R165 13-5310-260-0000-8110-5640-9260-0	090670	Case Parts Company		317.43
			Warrant Total		\$317.43
663070 150390	R165 13-5310-000-0000-0000-9320-0000-0	969830	Integrated Food Service		3,823.96
			Warrant Total		\$3,823.96
663071 150391	R165 13-5310-000-0000-0000-9320-0000-0	091757	La Tapatia Tortilla		690.00
			Warrant Total		\$690.00
663072 150413	R165 13-5310-000-0000-0000-9320-0000-0	091784	Wallace Packaging, LLC		9,685.50
			Warrant Total		\$9,685.50
663073 151501	R165 13-5310-000-0000-0000-9320-0000-0	092578	Ag Link, Inc		5,988.80
			Warrant Total		\$5,988.80
663074 151528 151704	R166 01-3010-520-1200-1000-4310-4200-5 01-3010-420-1200-1000-4310-4200-5	033550	LAKESHORE CURRICULUM MAT CO		429.27 259.68
			Warrant Total		\$688.95
663075 151952	R166 01-0000-260-1110-2140-4300-6010-0	036680	MADERA COMMUNITY HOSPITAL		257.58
			Warrant Total		\$257.58

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Check/Warr#	Register #	Payee #	Payee Name		
PO #	Account #		Description		Amount
663076	R166	036775	MADERA COUNTY ARTS COUNCIL		
151032	01-6010-290-1200-1000-5100-0735-0				331.50
151256	01-6010-580-1200-1000-5100-0735-0				331.50
151729	01-6010-600-1200-1000-5100-0735-0				331.50
151730	01-6010-390-1200-1000-5100-0735-0				331.50
151731	01-4124-560-1200-1000-5100-0740-5				331.50
151813	01-4124-300-1200-1000-5100-0740-5				331.50
151814	01-6010-310-1200-1000-5100-0735-0				331.50
151815	01-6010-630-1200-1000-5100-0735-0				331.50
151816	01-6010-320-1200-1000-5100-0735-0				331.50
151817	01-4124-360-1200-1000-5100-0740-5				331.50
151818	01-6010-380-1200-1000-5100-0735-0				331.50
151819	01-4124-470-1200-1000-5100-0740-5				331.50
151820	01-6010-420-1200-1000-5100-0735-0				331.50
151821	01-6010-440-1200-1000-5100-0735-0				331.50
151822	01-6010-460-1200-1000-5100-0735-0				331.50
151823	01-6010-620-1200-1000-5100-0735-0				331.50
151824	01-6010-670-1200-1000-5100-0735-0				331.50
151825	01-6010-650-1200-1000-5100-0735-0				331.50
151826	01-6010-520-1200-1000-5100-0735-0				331.50
			Warrant Total		\$6,298.50
663077	R166	037775	MADERA TRIBUNE		
152002	01-0000-260-1110-1000-5870-6040-0				277.76
			Warrant Total		\$277.76
663078	R166	890906-3	PREMIER AGENDAS INC		
151424	01-0000-300-1200-1000-4310-0000-0				236.80
			Warrant Total		\$236.80
663079	R166	915490-1	PLATT		
150228	01-0000-450-0000-8200-4300-0000-0				10.45
150228	01-0000-450-0000-8200-4300-0000-0				36.51
150228	01-0000-450-0000-8200-4300-0000-0				190.64
150228	01-0000-450-0000-8200-4300-0000-0				343.94
150228	01-0000-450-0000-8200-4300-0000-0				450.66
150228	01-0000-450-0000-8200-4300-0000-0				515.91
			Warrant Total		\$1,548.11
663080	R166	918390-1	THE MARKERBOARD PEOPLE		
151703	01-3010-310-1200-1000-4310-4200-5				570.00
			Warrant Total		\$570.00
663081	R166	090070-2	MWE		
151563	01-7010-490-1305-1000-4310-7430-0				1,932.40
			Warrant Total		\$1,932.40
663082	R166	090080-1	HD SUPPLY FACILITIES MAINT., LTD		
151401	01-0000-560-1200-2700-4300-0000-0				713.20
			Warrant Total		\$713.20

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Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
663083 151198	R166 01-0000-490-1305-1000-4310-0000-0	090092	PRICKETTS DISBRIBUTING INC.		453.48
Warrant Total					\$453.48
663084 151981	R166 01-0045-400-1315-4200-5808-0000-0	901570	MCLANE HIGH SCHOOL		400.00
Warrant Total					\$400.00
663085 151509	R166 01-6500-260-5770-1110-4310-0000-0	090214-1	HANDWRITING WITHOUT TEARS		885.00
Warrant Total					\$885.00
663086 151978 151986	R166 01-0045-400-1315-4200-5808-0000-0 01-0000-600-1200-2700-5800-0000-0	090431	MADERA MUNICIPAL GOLF COURSE		156.00 10.00
Warrant Total					\$166.00
663087 152003	R166 01-0595-260-0000-7200-5800-5600-0	090690	LEIGHTON'S JEWELERS		1,425.00
Warrant Total					\$1,425.00
663088 151698	R166 01-3010-420-1200-1000-4310-4200-5	091709	Kagan Publishing		140.60
Warrant Total					\$140.60
663089 150245	R166 01-0000-280-0000-3600-5800-6930-0	092002-1	PRUDENTIAL OVERALL SUPPLY		201.25
Warrant Total					\$201.25
663090 151566	R166 01-0000-340-1200-1000-4310-0000-0	092553	Kid Carpet		279.99
Warrant Total					\$279.99
663091 151929	R166 01-0595-260-0000-7200-5800-5600-0	092626	Madera Rescue Mission		350.00
Warrant Total					\$350.00
District Totals					162 Warrants for \$1,163,415.23

Fund Totals	Amount
01 - General Fund	\$596,790.44
11 - Adult Education	\$117.66
12 - Child Development	\$6,418.78
13 - Cafeteria	\$462,942.35
14 - Deferred Maintenance	\$12,646.00
40 - Special Reserve - Cap Outlay	\$84,500.00
Total	\$1,163,415.23