

**MADERA UNIFIED SCHOOL DISTRICT  
Personnel Commission  
1902 Howard Road, Madera, CA 93637**

**AGENDA  
Regular Meeting  
Wednesday, August 20, 2025  
4:30 PM Public Meeting  
District Board Room**

**OUR MISSION  
Highest Student Achievement  
A Safe and Orderly Learning Environment  
Financially Sound and Effective Organization**

**1. Call to Order**

**2. Pledge of Allegiance**

**3. Roll Call**

**4. 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 before adopting the agenda.

**5. Public Comment**

Public Hearing for visitors who wish to speak on a subject outside the Commission agenda. Fifteen minutes of this portion of the meeting are reserved for members of the public to address the Commission on items not listed on the agenda and within the jurisdiction of the Commission. Speakers are limited to three (3) minutes. The Commission 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 Commission does not respond to public comment at this time. The Chair will recognize speakers.

**6. Consent Agenda**

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

**A. Approval of minutes:**

1. Consideration and approval of the minutes from Wednesday, July 23, 2025, Regular Meeting

**B. Consideration and approval of Eligibility List/s for:**

1. Bilingual/Biliterate Paraprofessional Aide - Promotional/Open Competitive
2. Custodian - Open Competitive
3. Maintenance Tradesperson - Electrician - Open Competitive
4. Paraprofessional - Autism - Promotional/Open Competitive

5. Paraprofessional - Special Needs - Open Competitive
6. Relief Bus Driver - Open Competitive
7. Student Data and Procedures Analyst – Open Competitive

**7. New Business**

- A. Consideration and approval of the initial salary placement for A. Correa, candidate for Paraprofessional – Autism.
- B. Consideration and approval of the initial salary placement for F. Fuentez, candidate for Maintenance Tradesperson – Electrician.
- C. Consideration and approval of the initial salary placement for D. Morales, candidate for School Bus Driver.
- D. Consideration and approval of the initial salary placement for Y. Molina, candidate for Receptionist.
- E. Discuss and approve the proposed new job classification and salary recommendation for the Risk Management Technician I
- F. Discuss and approve the Professional Services Agreement for Boucher Law, PC.

**8. Information and Reports**

- A. Director's Report
- B. Commissioner's Report

**9. Next Regular Personnel Commission Meeting**

Wednesday, September 17, 2025, at 4:30 pm  
Madera Unified School District Office - Board Room  
1902 Howard Road  
Madera, California 93637

**10. Suggested Future Agenda Items**

**11. Public Comment for Closed Session Items**

This portion of the meeting is reserved for members of the public to address the Commission on any items listed on the Closed Session agenda. Public comment is limited to three (3) minutes per speaker. The Commission is prohibited by law from taking action on matters not listed on the agenda. The Chair will recognize speakers.

**12. Closed Session**

- A. Public Employee Performance Evaluation: Director of Classified Personnel  
[Government Code Section 54957]

**13. Reconvene to Open Session**

- A. Report of Actions Taken in Closed Session

**14. Adjournment**



## **MADERA UNIFIED SCHOOL DISTRICT PERSONNEL COMMISSION**

### **REGULAR MEETING AGENDA ITEM COVER PAGE**

**Meeting Date:** August 20, 2025

**Agenda Item:**

Consideration and approval of the minutes from Wednesday, July 23, 2025, Regular Meeting

**Agenda Placement:**

Consent

**Background:**

Consideration and approval of the minutes from Wednesday, July 23, 2025, Regular Meeting.

**Recommendation:**

It is recommended that the Personnel Commission approve the minutes from Wednesday, July 23, 2025, Regular Meeting.

**Minutes Record of MUSD Personnel Commission  
Regular Meeting held on Wednesday, July 23, 2025, at 4:30 p.m.**

The Personnel Commission of the Madera Unified School District convened in a Regular Board Meeting in the District Office Boardroom, 1902 Howard Road, Madera, California, on Wednesday, July 23, 2025, at 4:30 p.m.

**1. CALL TO ORDER**

- Commissioner Hernandez called the meeting to order at 4:35 p.m.

**2. PLEDGE OF ALLEGIANCE**

- Commissioner Hernandez led the flag salute.

**3. ROLL CALL**

- Mary Siegl, Personnel Specialist Lead, took the roll call
- **Roll Call**  
Philp Janzen, Personnel Commission Chair, was absent.  
The following were in attendance:  
David Hernandez, Personnel Commission Vice-Chair  
Fran Wheat, Personnel Commissioner

Scott Yeager, Director – Classified Personnel  
Mary Siegl, Personnel Specialist Lead  
Mary Jane Falcon, Administrative Assistant V

Aprille Meza, Human Resources Officer

Cheri Giddens, CSEA President

There were other employees in attendance.

**4. ADOPTION OF THE AGENDA**

- It was moved by Commissioner Wheat and seconded by Commissioner Hernandez to approve the Agenda. MOTION NO. 01 -2025/26.  
Ayes: Commissioners: Hernandez and Wheat  
Noes: None  
Absent: Janzen  
Abstained: None

**5. PUBLIC COMMENT**

- Amanda Vela, Administrative Specialist, spoke about the need for the Personnel Commission and CSEA to review entry-level classified positions and minimum qualifications, specifically noting concerns with the School Safety Officer minimum requirements. She emphasized the importance of making it easier for individuals to qualify for entry-level roles. Amanda also mentioned confusion regarding the process for substitute employees to transition into contracted positions. She shared that she is developing a substitute classified training program to help address this issue.



## 6. CONSENT AGENDA

- It was moved by Commissioner Wheat and seconded by Commissioner Hernandez to approve adopting the Consent Agenda. MOTION NO. 2 -2025/25.

Ayes: Commissioners: Hernandez and Wheat  
Noes: None  
Absent: Janzen  
Abstained: None

## 7. NEW BUSINESS

- **Director Yeager announced that items 7(C) and 7 (D) would be removed from the New Business agenda. There were no objections.**

### A. Discuss and approve the new job classification and salary recommendation for the Paraprofessional TK/Kindergarten.

- Director Yeager presented the new job classification for the Paraprofessional TK/Kindergarten position. This position will include key duties of assisting students with personal hygiene, which includes toileting and changing diapers. These responsibilities go beyond those of the existing Paraprofessional Aide and more closely align with the developmental and instructional needs of early learners.
- It was moved by Commissioner Wheat and seconded by Commissioner Hernandez to approve the new job classification of Paraprofessional TK/Kindergarten. MOTION NO. 3-2025/26, DOCUMENT NO. 01-2025/26.

Ayes: Commissioners: Hernandez and Wheat  
Noes: None  
Absent: Janzen  
Abstained: None

### B. Discuss and approve the new classified supplemental help job description for the Spanish Testing Evaluator

- Director Yeager presented the new classified supplemental help job description for the position of Spanish Testing Evaluator.
- It was moved by Commissioner Hernandez and seconded by Commissioner Wheat to approve the new classified supplemental help job description for the Spanish Testing Evaluator. MOTION NO. 04-2025/26, DOCUMENT NO. 02-2025/26.

Ayes: Commissioners: Hernandez and Wheat  
Noes: None  
Absent: Janzen  
Abstained: None

### E. Discuss and approve the Initial Salary Placement for J. Nunez, candidate for Mechanic Specialist

- Director Yeager presented a request from the Director of Transportation to place candidate J. Nunez on step 4 of the classified salary schedule range 42 for the position of Mechanic Specialist.
- It was moved by Commissioner Wheat and seconded by Commissioner Hernandez to approve the initial salary placement for J. Nunez, a candidate for Mechanic Specialist on step 4, range 42 of the classified salary schedule. MOTION NO. 5-2025/26, DOCUMENT NO. 3-2025/26.

Ayes: Commissioners: Hernandez and Wheat

Noes: None  
Absent: Janzen  
Abstained: None

**F. Discuss and approve the Initial Salary Placement for B. Ormsby, candidate for Mechanic Specialist**

- Director Yeager presented a request from the Director of Transportation to place candidate B. Ormsby on step 4 of the classified salary schedule range 42 for the position of Mechanic Specialist.
- It was moved by Commissioner Wheat and seconded by Commissioner Hernandez to approve the initial salary placement request for B. Ormsby, candidate for Mechanic Specialist at classified range 42, step 4 of the classified salary schedule. MOTION NO. 06- 2025/26, DOCUMENT NO. 4-2025/26.

Ayes: Commissioners: Hernandez and Wheat  
Noes: None  
Absent: Janzen  
Abstained: None

**8. INFORMATION AND REPORTS**

**A. Director's Report**

- Director Yeager attended parts of the Leadership Academy over the last few days and found it to be very interesting and valuable in learning about the School District and its mission.
- At last night's meeting, the Board of Trustees approved the Tentative Agreement with CSEA, which includes an agreement on classified salaries.

**B. Commissioner's Report**

- No reports were made.

**9. NEXT REGULAR PERSONNEL COMMISSION MEETING**

- Wednesday, August 20, 2025, at 4:30 pm  
Madera Unified School District Office – Board Room  
1902 Howard Road  
Madera, California 93637

**10. SUGGESTED FUTURE AGENDA ITEMS**

- None were suggested

**11. PUBLIC COMMENT FOR CLOSED SESSION ITEMS**

- No comments were made.

**12. CLOSED SESSION**

- Commissioner Hernandez adjourned the meeting at 4:51 pm to discuss the following matter:  
**A. Public Employee Appointment/Employment: Director of Classified Personnel [Government Code Section 54957]**


**13. RECONVENE FROM CLOSED SESSION**

**A. Report of Actions Taken in Closed Session**

- Commissioner Hernandez reconvened the Open Session at 5:16 p.m. and stated no reportable actions were taken.

#### **14. ADJOURNMENT**

- Commissioner Hernandez adjourned the meeting at 5:16 p.m.

  
\_\_\_\_\_  
Scott Yeager, Director – Classified Personnel

Date: July 28, 2025



## **MADERA UNIFIED SCHOOL DISTRICT PERSONNEL COMMISSION**

### **REGULAR MEETING AGENDA ITEM COVER PAGE**

**Meeting Date:** August 20, 2025

**Agenda Item:**

Consideration and Approval of the following Eligibility Lists for Open Competitive and Promotional job opportunities

**Agenda Placement:**

Consent

**Background:**

Eligibility Lists have been placed on the agenda as a Consent Item. If, for some reason, any Commissioner would like to pull a list for further discussion, it can be done.

1. Bilingual/Biliterate Paraprofessional Aide - Promotional/Open Competitive
2. Custodian - Open Competitive
3. Maintenance Tradesperson - Electrician - Open Competitive
4. Paraprofessional - Autism - Promotional/Open Competitive
5. Paraprofessional - Special Needs - Open Competitive
6. Relief Bus Driver - Open Competitive
7. Student Data and Procedures Analyst – Open Competitive

**Recommendation:**

It is recommended that the Personnel Commission approve the Eligibility Lists as presented.



**MADERA UNIFIED SCHOOL DISTRICT  
PERSONNEL COMMISSION**

**REGULAR MEETING  
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**Meeting Date:** August 20, 2025

**Agenda Item:**

Consideration and approval of initial salary placement for A. Correa, candidate for Paraprofessional – Autism

**Agenda Placement:**

Consent

**Background:**

The Director of Special Services has presented the Personnel Commission with a request for an initial salary placement for (A. Correa), a candidate for Paraprofessional – Autism. Personnel Commission staff recommends approval to place the candidate with an initial salary placement at Range 28, Step 4 (\$26.34 hourly) of the classified salary schedule.

The candidate has nine years of experience working as a Special Education Aide in a neighboring school district, significantly exceeding the minimum qualification of one year of experience working with autistic children. This level of experience, along with the district's ongoing recruitment challenges for this hard-to-fill classification, supports the higher salary placement. We are encouraged by our ability to attract highly qualified individuals to serve in these critical roles.

This recommended proposed action has been compiled as provided under the authority of California Education Code sections 45260-45261 and Personnel Commission Rule 8.2.1.1: for initial salary placement based on additional qualifying experience; PC Rule 8.2.1.3: Difficulty experienced in the recruitment of candidates to meet the vacancy needs in the class and PC Rule 8.2.1.4: The additional skills or qualifications of the candidate that make them exceptionally qualified for the position.

**Recommendation:**

Staff recommends that the Personnel Commission approve the initial salary placement of A. Correa at Range 28, Step 4 (\$26.34 hourly) of the classified salary schedule for the position of Paraprofessional - Autism.

**No attachment:**



**MADERA UNIFIED SCHOOL DISTRICT  
PERSONNEL COMMISSION**

**REGULAR MEETING  
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**Meeting Date:** August 20, 2025

**Agenda Item:**

Consideration and approval of initial salary placement for F. Fuentez, candidate for Maintenance Tradesperson - Electrician

**Agenda Placement:**

Consent

**Background:**

The Director of Maintenance and Operations has submitted a request to the Personnel Commission for initial salary placement for F. Fuentez, candidate for the position of Maintenance Tradesperson – Electrician. The Personnel Commission staff recommends approval to place the candidate at Range 44, Step 7 (\$40.34 hourly) of the classified salary schedule.

Mr. Fuentez brings twenty-two years of journeyman-level electrical experience, currently employed as a Supervising Engineering Technician for the City of Fresno. His qualifications significantly exceed the minimum requirement of five years of experience as a Maintenance Worker or Maintenance Journeyman, including at least three years of electrical journeyman-level work. Additionally, he holds a State of California General Electrician Certification. Mr. Fuentez's extensive background, credentials, and demonstrated expertise make him exceptionally well-qualified for this hard-to-fill position.

This recommended proposed action has been compiled as provided under the authority of California Education Code sections 45260-45261 and Personnel Commission Rule 8.2.1.1: for initial salary placement based on additional qualifying experience; and PC Rule 8.2.1.3: Difficulty experienced in the recruitment of candidates to meet the vacancy needs in the class and PC Rule 8.2.1.4: The additional skills or qualifications of the candidate that make him/her exceptionally qualified for the position.

**Recommendation:**

Staff recommends that the Personnel Commission approve the initial salary placement of F. Fuentez at Range 44, Step 7 (\$40.34 hourly) on the classified salary schedule for the position of Maintenance Tradesperson – Electrician.

**No attachment:**



**MADERA UNIFIED SCHOOL DISTRICT  
PERSONNEL COMMISSION**

**REGULAR MEETING  
AGENDA ITEM COVER PAGE**

**Meeting Date:** August 20, 2025

**Agenda Item:**

Consideration and approval of Initial Salary Placement for D. Morales, Candidate for School Bus Driver

**Agenda Placement:**

Consent

**Background:**

The Director of Transportation has submitted a request to the Personnel Commission for the initial salary placement for the School Bus Driver candidate (D. Morales). Personnel Commission staff recommends approval to place the candidate at Range 30, Step 5 (\$28.56 hourly) of the classified salary schedule.

Mr. Morales brings ten years of experience as a School Bus Driver and Trainer with First Student in Fresno. His background includes specialized expertise in transporting students with special needs and providing wheelchair transportation services. This exceeds the minimum qualifications, which require valid certification as a School Bus Driver and a clean driving record per the California Vehicle Code.

His advanced qualifications, including experience as a trainer and work with specialized student populations, make him especially well-suited for the role. MUSD is pleased to continue attracting such highly qualified candidates to support our students and programs.

This recommended proposed action has been compiled as provided under the authority of California Education Code sections 45260-45261 and Personnel Commission Rule 8.2.1.1: for initial salary placement based on additional qualifying experience; PC Rule 8.2.1.3: Difficulty experienced in the recruitment of candidates to meet the vacancy needs in the class and PC Rule 8.2.1.4: The additional skills or qualifications of the candidate that make them exceptionally qualified for the position.

**Recommendation:**

Staff recommends that the Personnel Commission approve the initial salary placement of D. Morales at Range 30, Step 5 (\$28.56 hourly) on the classified salary schedule for the position of School Bus Driver.

**No attachment:**



**MADERA UNIFIED SCHOOL DISTRICT  
PERSONNEL COMMISSION**

**REGULAR MEETING  
AGENDA ITEM COVER PAGE**

**Meeting Date:** August 20, 2025

**Agenda Item:**  
Consideration and approval of Initial Salary Placement for Y. Molina, candidate for Receptionist

**Agenda Placement:**  
Consent

**Background:**  
The Principal at Matilda Torres High School has submitted a request to the Personnel Commission for an initial salary placement for the Receptionist candidate (Y. Molina). The Personnel Commission staff recommends approval to place the candidate at Range 14, Step 5 (\$21.33/hour) of the classified salary schedule.

Ms. Molina has an extensive work history in positions requiring strong communication skills and clerical expertise. Her background includes two years of service as a Secretary – Attendance for Madera Unified School District and eight years as an Administrative Assistant with an outside agency. This experience significantly exceeds the minimum qualification requirement of six months in an office environment.

This recommendation is made in accordance with California Education Code Sections 45260–45261 and Personnel Commission Rule 8.2.1.1, which allows one additional step placement for every two years of qualifying and related experience beyond the minimum requirement, up to the maximum step placement allowed.

**Recommendation:**  
Staff recommends that the Personnel Commission approve the initial salary placement of Y. Molina at Range 14, Step 5 (\$21.33 hourly) on the classified salary schedule for the position of Receptionist.

**No attachment:**





## **MADERA UNIFIED SCHOOL DISTRICT PERSONNEL COMMISSION**

### **REGULAR MEETING AGENDA ITEM COVER PAGE**

**Meeting Date:** August 20, 2025

**Agenda Item:**

Discuss and approve the proposed new job classification and salary recommendation for the Risk Management Technician I.

**Agenda Placement:**

Action

**Background:**

The District Administration is proposing the creation of a new classified job classification: Risk Management Technician I. This position is designed to support the District's Risk Management operations, including the oversight and coordination of Certificates of Insurance (COIs). The role will work under the general direction of the Assistant Superintendent of Human Resources, in close coordination with the Risk Management Analyst. The incumbent in this classification will provide the school community with risk management and insurance services and activities to support student learning and achievement across the district.

**Salary Survey and Recommendation**

To support the creation of this classification, a salary survey was conducted using comparative data from the following districts:

- Central Unified School District
- Clovis Unified School District
- Fresno Unified School District
- Merced City School District

The survey identified comparable classifications within these organizations. While the Risk Management Technician I title is unique to Madera Unified, the reviewed positions were deemed sufficiently similar to inform a market-based salary recommendation.

Using the mid-range step of the median hourly rate from peer market data, the most appropriate placement on Madera Unified's classified salary schedule is Salary Range 27: \$22.59 – \$29.69 hourly rate. The District and CSEA will meet to negotiate the salary placement recommendation.

This proposal is presented in compliance with California Education Code section 45276 and Personnel Commission Rules 3.2.1 through 3.2.5.5 and 3.2.9, which outline the Personnel Commission's responsibility to classify new or revised positions approved by the Board of Trustees.

**Recommendation:**



**MADERA UNIFIED SCHOOL DISTRICT  
PERSONNEL COMMISSION**

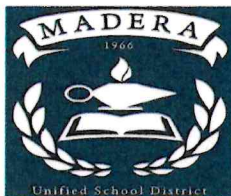
The Personnel Commission is recommended to approve the proposed job class description for the Risk Management Technician I and the salary recommendation, as listed in the table below.

<b><u>JOB CLASS TITLE</u></b>	<b><u>NEW OR REVISED</u></b>	<b><u>SALARY RANGE RECOMMENDATION</u></b>
Risk Management Technician I	New	SR 27 (\$22.59 - \$29.69 per hour) on the 2025/2026 Classified Salary Schedule

Attachments:

Job Class Description: Risk Management Technician I

Salary Survey Summary



**CLASSIFIED**

**Job Classification Description**

Equal Employment Opportunity

MADERA UNIFIED SCHOOL DISTRICT  
PERSONNEL COMMISSION  
APPROVED MOTION NO.  
DOCUMENT NO.  
DATED:

**NEW PROPOSED CLASSIFICATION TITLE:**  
**RISK MANAGEMENT TECHNICIAN I**

**DEPARTMENT/SITE:** Human Resources

**REPORTS TO:** Assistant Superintendent of  
Human Resources

**SALARY SCHEDULE:** Classified Bargaining Unit

**SALARY RANGE:**

**WORK CALENDAR:** 261 Days

**FLSA:** Non-Exempt

**PURPOSE STATEMENT:**

Under the general direction of the Assistant Superintendent of Human Resources, the Risk Management Technician I performs various duties related to district-wide Risk Management and Certificate of Insurance (COI) services and activities; provides information to the State Management. The incumbent in this classification provides the school community with risk management and insurance services and activities that directly support student learning and achievement.

**DISTINGUISHING CHARACTERISTICS:**

This entry-level classification supports the Risk Management and Certificate of Insurance (COI) Services and activities in the Human Resources Department.

**ESSENTIAL FUNCTIONS, DUTIES, AND TASKS:**

*The following alphabetical list of functions, duties, and tasks is typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform other closely related or department-specific functions, duties, and tasks from those set forth below to address business needs and changing business practices.*

- Assists with employees' Industrial Leave in the District Absence Management System.
- Assists with processing of documents, forms, mailings, and materials to disseminate information to the appropriate department for the purpose of meeting Risk Management deadlines.
- Assists with maintaining various records (confidential and non-confidential) and files to ensure documentation for future reference in accordance with administrative and legal requirements.
- Assists with maintaining and reviewing Certificates of Insurance (COI) to ensure adherence to District requirements
- Assists with maintaining records and payments for property and liability claims.
- Assists with the preparation and analysis of workers' compensation claims to ensure the timely and accurate presentation of facts.
- Assists with the processing of Student Injury Reports (SIR) and claims.
- Assists with responding to various inquiries from internal and external parties (e.g., staff, parents, students, public and private agencies, vendors) to provide information, facilitate

- communication among parties, and/or provide direction.
- Attends Safety Training/District Safety Committees/ pertinent insurance meetings/workshops for the purpose of keeping current with procedural and legal requirements.
- Communicates with Supervisors, employees, insurance carriers, consultants, medical facilities, physicians' offices, and employees for the purpose of providing and/or gathering information about claims or reports.
- Performs other related duties as assigned to ensure the efficient and effective functioning of the work unit and the District, including various mandatory District training.

### **KNOWLEDGE, SKILLS, AND ABILITIES:**

*(At time of application)*

#### **Knowledge of:**

- Modern office practices, procedures, and equipment
- Basic math, including calculations using fractions, percentages, and/or ratios
- Bookkeeping/accounting practices
- Use of job-related software applications, including virtual meeting platforms
- Business telephone techniques and etiquette
- Pertinent codes, policies, regulations, and/or laws relating to risk management and insurance
- Correct English usage, including grammar, spelling, punctuation, and vocabulary
- Expertise in Microsoft Office, Google Suite tools, and other applicable software applications
- District policies and procedures associated with educational processes
- District organization and locations

#### **Skills and Abilities to:**

- Keyboard accurately at an acceptable rate of speed
- Plan and manage complex and responsible projects
- Maintain confidentiality of employee and student files and records
- Understand complex, multi-step written and oral instructions
- Operate standard office equipment, including utilizing pertinent software applications
- Solve problems to identify issues and create action plans
- Display exemplary planning, prioritization, and time management skills
- Communicate with diverse groups, maintaining confidentiality, meeting deadlines and schedules; working with frequent interruptions, setting priorities; establishing and maintaining effective working relationships
- Communicate with staff, parents, and the public using patience and courtesy, and in a manner that reflects positively on the organizational unit
- Read, write, and communicate clearly in English
- Understand and follow written and oral instructions
- Exercise tact and diplomacy in dealing with sensitive, complex, and confidential issues and situations

### **RESPONSIBILITY:**

Responsibilities include working under direct supervision using standardized procedures; providing information and/or advising others; and operating within a defined budget. Utilization of some resources

from other work units is often required to perform the job's functions. There is a continual opportunity to impact the organization's services.

**JOB QUALIFICATIONS / REQUIREMENTS:**

*(At time of application and in addition to the Knowledge, Skills, and Abilities listed above.)*

**EDUCATION REQUIRED:**

High School diploma or equivalent.

**EXPERIENCE REQUIRED:**

Three (3) years of increasingly responsible Human Resources or Business Services experience; OR an equivalent work experience performed from another education institution or agency in one of the following: institutional risk management insurance program, contract administration, workplace safety, environmental health, or another related area.

Equivalency – A degree in higher education and/or college-level course work from an accredited college or university in one of the following fields: Business Administration, Human Resources, or a related field may be substituted for some years of experience.

**LICENSE(S) REQUIRED:**

- Valid, current California Driver's License to travel among District departments and sites to provide services as needed.

**CERTIFICATIONS AND TESTING REQUIRED:**

- Pass the District's applicable proficiency exam for the job class with a satisfactory score
- After an offer of employment, obtain:
- Criminal Justice and FBI Fingerprint Clearance
- Negative TB test result plus periodic post-employment retest as required (currently every four years)

**WORK ENVIRONMENT / PHYSICAL DEMANDS:**

*(Must be performed with or without reasonable accommodations)*

- Work is performed indoors and outdoors
- Sitting or standing for extended periods of time
- Lift objects such as boxes containing documents weighing up to 35 pounds
- Bending at the waist, kneeling or crouching to file materials or access equipment, carrying, pushing and/or pulling
- Dexterity of hands and fingers to operate a computer keyboard and maintain paper files and documents
- Hearing and speaking to exchange information
- Visual acuity to see/read documents and the computer screen



**Salary Comparison Survey for Risk Management Technician I  
Madera Unified School District**

DISTRICT	JOB TITLE	EDUCATION	EXPERIENCE	LICENSES/CERTIFICATES	STEP 1 (HOURLY)	MAX STEP (HOURLY)
<b>Madera USD</b> (K-12) 21,148	<b>Risk Management Technician I</b>	High school diploma or equivalent  Equivalency – A degree in higher education and/or college-level course work from an accredited college or university in one of the following fields: Business Admin., HR or a related field may be substituted for some years of experience.	Three (3) years of increasingly responsible Human Resources or Business Services experience; OR an equivalent work experience performed from another education institution or agency in one of the following: institutional risk management insurance program, contract administration, workplace safety, environmental health, or another related area		\$22.15/hour Classified Range 27	\$28.97/hour
<b>Central USD</b> (K-12) 15,841	<b>Human Resources Assistant</b>	High school diploma or equivalent and completion of business education courses.	Two years of clerical and/or secretarial experience.	None	\$18.93/hour Classified Confidential	\$23.02/hour
<b>Clovis USD</b> (K-12) 43,654	<b>Human Resources Assistant I</b>	High school diploma or equivalent. Two years of college work in business courses or equivalent..	Three years of experience in clerical/accounting work, preferably in a school district.	May require a valid driver's license.	\$21.61/hour Classified Grade 11	\$26.26/hour
<b>Fresno USD</b> (K-12) 73,381	<b>Benefit and Risk Management Assistant</b>	Graduation from high school with some college is desirable	Three years of increasingly responsible advanced secretarial experience, including one year in insurance, claims, or a legal environment.	None	\$25.89/hour Classified Confidential Grade T34	\$31.46
<b>Merced City School District</b> (K-12) 11,400	<b>Risk Management Assistant</b>	Any combination equivalent to graduation from high school supplemented by coursework in	Two years of experience in maintaining automated financial and statistical records.	None	\$22.14/hour Classified Range J	\$37.87/hour





## **MADERA UNIFIED SCHOOL DISTRICT PERSONNEL COMMISSION**

### **REGULAR MEETING AGENDA ITEM COVER PAGE**

**Meeting Date:** August 20, 2025

**Agenda Item:**

Discuss and approve the Professional Services Agreement for Boucher Law, PC.

**Agenda Placement:**

Action

**Background:**

The Director of Classified Personnel seeks approval to enter into a Professional Services Agreement with Boucher Law, PC to provide legal services on an as-needed basis in situations where a conflict of interest prevents the District's regular law firm from representing the Personnel Commission. The proposed agreement is attached for review and consideration..

**Recommendation:**

It is recommended that the Personnel Commission approve the Professional Services Agreement with Boucher Law, PC and authorize Scott Yeager, Director of Classified Personnel, to execute the agreement on behalf of the Personnel Commission.

Attachment: Professional Services Agreement for Boucher Law, PC



## **AGREEMENT FOR LEGAL SERVICES**

This AGREEMENT FOR LEGAL SERVICES ("Agreement") is entered into by and between MADERA UNIFIED SCHOOL DISTRICT ("Client"), and BOUCHER LAW, PC ("Attorney").

**1. SCOPE AND DUTIES.** Client hires Attorney to provide legal services in connection with labor and employment matters as may be required from time to time by the Client as set forth by this Agreement. Attorney shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Agreement, and timely pay Attorney's fee statements.

**2. ATTORNEY-CLIENT PRIVILEGE.** Confidential communication between the Client and Attorney shall be covered by the attorney-client privilege. As used in this Agreement, "confidential communication" means information transmitted between the Client and Attorney (including any paralegals, legal assistants, litigation support staff, consultants, and sub-consultants working under the direction of Attorney) in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which Attorney is consulted, and includes any legal opinion formed and advice given by Attorney in the course of this relationship. Client agrees not to forward any confidential communication between Client and Attorney to any such third persons without first consulting with Attorney.

In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents.

**3. LEGAL FEES AND BILLING.** Client agrees to pay Attorney for any services provided pursuant to this Agreement at the blended rate of Four Hundred Five Dollars (\$425.00) per hour for in-house and "of counsel" attorneys, and Three Hundred Five Dollars (\$325.00) per hour for non-attorney staff (including staff or contract paralegals, legal assistants, litigation support staff, and human resources consultants). Travel time and waiting time shall be charged to Client. An additional surcharge of \$25.00 per hour shall apply for complex matters, including case preparation and attendance at litigation or administrative proceedings, court trials, mediations, arbitrations, administrative hearings, discovery hearings, testifying at trials and hearings, media inquiry and response, and COVID-19 or workplace

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violence incident case management. A 5% administrative fee shall be included on invoices for any outside attorneys or sub-consultants billed to Client through Attorney.

The above rates, effective January 1, 2025, are subject to change at the Attorney's discretion upon thirty (30) days advance written notice whether directly or by invoice. Attorneys, consultants, and staff bill their time in minimum units of one-tenth (0.10) of an hour. Communications advice (e.g. via telephone, voicemail, e-mail) is billed to a minimum increment of three-tenths (0.30) of an hour. Attorney shall submit monthly to the Client a detailed statement of account for services. Client shall review Attorney's monthly statements for services rendered and costs incurred on a monthly basis, and pay Attorney within thirty (30) days of receipt of the statement.

**4. COSTS AND EXPENSES.** Client shall reimburse Attorney for all reasonable and necessary expenses incurred by Attorney in the performance of the services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses (in-house printing and copies shall be charged at \$0.20 per page for black and white copies, and \$0.70 per page for color copies); mileage expenses at the rate allowed by the Internal Revenue Service; bridge tolls; parking; long distance telephone and facsimile charges; computerized research (e.g. Lexis or Westlaw), including research services performed by Attorney's staff; postage; delivery costs (e.g. courier, overnight and express delivery); court fees; court reporters or transcription fees, including transcripts; deposition and discovery costs, including expert witness fees; travel expenses, including out-of-town transportation, lodging expenses and meals where appropriate; and, other similar costs. At times, Attorney may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required, and Client shall be responsible for paying such fees and charges. Unless other arrangements are made, costs and expenses incurred by Attorney shall be itemized and included as part of the monthly fee statement.

**5. INDEPENDENT CONTRACTOR STATUS.** Attorney shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which Attorney, its agents or employees, render the legal services required under this Agreement.

**6. CONFLICTS.** Attorney is not presently aware of any conflicts of interest which is adverse to Client. However, Attorney may have past and present clients or may have future clients, which, from time to time, may have interests adverse to Client, and Attorney reserves the right to represent such clients in

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matters not connected with its representation of Client. If a potential conflict of interest arises in Attorney's representation of two clients, if such conflict is only speculative or minor, Attorney shall seek waivers from each client with regards to such representation. However, if real conflicts exist, Attorney would withdraw from representing either client in the matter, and assist them in obtaining counsel.

**7. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding Client's discharge or Attorney's withdrawal, Client shall remain obligated to pay Attorney at the agreed rates for all services and expenses provided up through and including the effective date of termination, and for any services requested by Client after the date of termination. Attorney shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client.

**8. DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in Attorney's statements to Client shall be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and shall not be construed as promises or guarantees.

**9. CHANGE OR WAIVER.** No change or waiver of any of the provisions of this Agreement shall be effective unless the change or waiver is in writing and signed by all parties.

**10. PROFESSIONAL LIABILITY INSURANCE.** Attorney maintains professional liability insurance, subject to a standard deductible.

**11. FILE RETENTION AND DESTRUCTION OF CLOSED FILES.** Attorney maintains electronic records of all Client files and destroys all paper documents related to the matter within seven (7) days after it has been received and preserved digitally. Therefore, clients wishing to receive paper copies of all file documents (including any original documents) shall notify Attorney within seven (7) days of the commencement of the matter. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including e-mails and documents, are stored in this manner. By entering into this Agreement, Client understands and consents to

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having communications, documents and information pertinent to the Client's matter stored through such a cloud-based service.

After Attorney's services conclude for the matter, any original documents of which Attorney is required by law to retain will be returned to Client, and Attorney is authorized to retain a digital copy of the case file. The case file includes Client papers and property as defined in Rule 1.16(e) of the California Rules of Professional Conduct. If Client does not request the case file for this matter, Attorney will retain the electronic case file for a period of five (5) years after a matter is closed.

If Client does not request delivery of the case file for a closed matter before the end of the five (5) year period, Attorney shall have no further obligation to retain the case file (in any format, including digitally) and may, at Attorney's discretion, destroy it without further notice to Client.

**12. NO TAX ADVICE.** Attorney has not been retained to provide Client with any tax advice concerning any of the services described in paragraph 1 above. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

**13. COUNTERPARTS, FACSIMILE AND ELECTRONIC SIGNATURE.** This Agreement may be signed in one or more counterparts, each of which shall constitute an original, but all of which together shall be deemed one and the same instrument. This Agreement shall be binding upon the receipt of facsimile signatures or electronic transmittal via e-mail. A copy of a signature shall be deemed equivalent to an original signature, and fax and electronic signatures are equally binding as originals.

**14. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.

**15. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

**16. SEVERABILITY.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**17. ATTORNEY'S FEES.** If any legal action or arbitration or similar proceeding is instituted by either party concerning the payment of the fee charged

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hereunder, the prevailing party shall be entitled to collect its reasonable attorney's fees in addition to any other relief that party may obtain.

**18. EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement will take effect when Client and Attorney have executed it, but its effective date will be retroactive to the date Attorney first performed services. This Agreement shall continue in full force and effect until terminated in accordance with paragraph 7 above. Even if this Agreement does not take effect, Client shall be obligated to pay Attorney the reasonable value of any services Attorney may have performed at the request of Client.


**19. AUTHORITY.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Client and Attorney have executed this Agreement for Legal Services.

MADERA UNIFIED SCHOOL DISTRICT

BOUCHER LAW, PC

By: \_\_\_\_\_  
Scott Yeager, Director - Classified  
Personnel

By: \_\_\_\_\_  
Christopher K. Boucher, President

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

Date: July 10, 2025 \_\_\_\_\_



# **MADERA UNIFIED SCHOOL DISTRICT PERSONNEL COMMISSION**

## **REGULAR MEETING AGENDA ITEM COVER PAGE**

**Meeting Date:** August 20, 2025

**Agenda Item:**

Public Employee Performance Evaluation: Director of Classified Personnel [Government Code Section 54957]

**Agenda Placement:**

Closed Session