

## Table of Contents

Agenda . . . . .	4
Request Approval of Regular Board Meeting Minutes of September 11, 2012	
Board Minutes 9-11-12 . . . . .	9
Request Adoption of Resolution No. 14-2012/13 to Authorize Signatures on Designated MUSD Accounts/Documents	
Agenda Item Cover and Resolution No. 14-2012/13 . . . . .	23
Request adoption of Resolution #15-2012/2013: July 31, 2012 Budget and Expense Transfer Reports	
Resolution #15-2012/13 Budget & Expense Transfer Report. . . . .	30
Request approval of Miscellaneous Donations: \$348 donation to the Pershing Elementary School by PG&E; Ultrasound machines (\$6,950 value) to MHS ROP and athletic rehab program by Madera Community Hospital; and \$500 donation to MHS Robotics Program by Greater Madera Kiwanis Club.	
Agenda Item Cover . . . . .	36
Request Approval of Agreement between Madera Unified School District and Fresno Regional Occupational Program (ROP) for the 2012-2013 school year.	
Agenda Item Cover . . . . .	37
Agreement for 2012-13 . . . . .	38
Request approval of affiliation agreement between Madera Unified School District/Madera Adult School and Country Villa Health Services for use of their facilities for training in Home Health Aide program.	
Agenda Item Cover . . . . .	44
Agreement . . . . .	45
Request approval of agreement renewal between Madera Unified School District and County of Madera to provide educational services to Madera County Jail inmates effective immediately and to continue until June 30, 2013.	
Agenda Item Cover . . . . .	53
Agreement . . . . .	54
Request approval of affiliation agreement between Madera Unified School District/Madera Adult School and Country Villa Health Services for use of their facilities for training in Certified Nurse Assistant program.	
Agenda Item Cover . . . . .	57
Agreement . . . . .	58
Request approval of Contract between Madera Unified School District and Madera County Workforce Investment Board/Workforce Development Office to administer a real world math class for Workforce Development Office clients	
Agenda Item Cover . . . . .	66
Agreement . . . . .	67
Request approval of July 31, 2012 Student Body Statement of Club Trust Accounts	

July 31, 2012 Student Body Accounts . . . . .	71
Request approval of July 31, 2012 Financial Report	
Agenda Cover & Financial Report July 31, 2012 . . . . .	78
Request Approval of Staffing & Coaches Lists	
Staffing List . . . . .	85
Coaches List . . . . .	86
Field Trips 9/25/12	
Student Overnight or Out of State Field Trips. . . . .	87
Request Adoption of Resolution No. 13-2012/13 for Textbooks and Instructional Material Compliance & Certification of Provision of Sufficient Standards-Aligned Instructional Materials for Grades K-12	
Agenda Item Cover . . . . .	88
2012-13 Resolution 13 . . . . .	89
K-8 Core Curriculum List . . . . .	91
9-12 Core Curriculum List. . . . .	93
First Reading of Revised Board Policies and Administrative Regulations: BP 3511.1, AR 3511.1, and AR 3550	
Agenda Item Cover . . . . .	97
BP 3511.1 Integrated Waste Management . . . . .	98
AR 3511.1 Integrated Waste Management . . . . .	100
AR 3550 Nutrition Standards for School Meals . . . . .	102
First Reading of New/Revised/Deleted Board Policies and Administrative Regulations Series 5000 and 6000	
Agenda Item Cover . . . . .	104
BP 5112.3. . . . .	105
AR 5112.3. . . . .	107
BP 5117. . . . .	109
AR 5117. . . . .	112
BP5131-61 . . . . .	115
BP5141-33 . . . . .	119
AR 5144.1. . . . .	123
AR 6146.2. . . . .	146
BP 6161. . . . .	149
First Reading of Revised Board Policies and Administrative Regulations BB/AR 6178 Career Technical Education	
Agenda Item Cover . . . . .	151
BP 6178. . . . .	152
AR 6178. . . . .	159
First Reading of Revised Board Bylaw BB 9270 Conflict of Interest	
Agenda Item Cover . . . . .	167
Board Bylaw 9270. . . . .	168
Request Ratification of Employment Agreement: Superintendent	
Agenda Item Cover . . . . .	177

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:

Agenda Item Cover . . . . .	178
Request Approval of Commercial Warrant Listing	
Agenda Item Cover and Commercial Warrant Listing. . . . .	179

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

**Board of Trustees Meeting**

**AGENDA**

**Regular Meeting**

**Tuesday, September 25, 2012**

**7:30 PM PUBLIC HEARING:** Textbooks and Instructional Materials Compliance and Certification of Provision of Sufficient Standards-Aligned Instructional Materials for Grades K-12

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

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

**OUR MISSION**

Highest Student Achievement  
Orderly Learning Environment  
Financially Sound and Effective Organization

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

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

**Audio File No. 05– 2012/13**

## 7:00 PM – Public Meeting Begins

**2. Reconvene Public Session**

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

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

**5. Adoption of Agenda**

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

**6. Student Board Representative Report**

**Madera South High:** Enrique Quintanilla

**Madera High:** Rida Qaiser

**7. Communications**

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

**8. Consent Agenda**

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

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

1. Request Approval of Regular Board Meeting Minutes of September 11, 2012  
[Board Minutes 9-11-12](#)
2. Request Adoption of Resolution No. 14-2012/13 to Authorize Signatures on Designated MUSD Accounts/Documents  
[Agenda Item Cover and Resolution No. 14-2012/13](#)
3. Request Adoption of Resolution #15-2012/2013: July 31, 2012 Budget and Expense Transfer Reports  
[Resolution #15-2012/13 Budget & Expense Transfer Report](#)

4. Request Approval of Miscellaneous Donations: \$348 donation to the Pershing Elementary School by PG&E; Ultrasound machines (\$6,950 value) to MHS ROP and athletic rehab program by Madera Community Hospital; and \$500 donation to MHS Robotics Program by Greater Madera Kiwanis Club  
[Agenda Item Cover](#)
5. Request Approval of Agreement between Madera Unified School District and Fresno Regional Occupational Program (ROP) for the 2012-2013 school year.  
[Agenda Item Cover](#)  
[Agreement for 2012-13](#)
6. Request Approval of affiliation agreement between Madera Unified School District/Madera Adult School and Country Villa Health Services for use of their facilities for training in Home Health Aide program  
[Agenda Item Cover](#)  
[Agreement](#)
7. Request Approval of agreement renewal between Madera Unified School District and County of Madera to provide educational services to Madera County Jail inmates effective immediately and to continue until June 30, 2013  
[Agenda Item Cover](#)  
[Agreement](#)
8. Request Approval of affiliation agreement between Madera Unified School District/Madera Adult School and Country Villa Health Services for use of their facilities for training in Certified Nurse Assistant program  
[Agenda Item Cover](#)  
[Agreement](#)
9. Request Approval of Contract between Madera Unified School District and Madera County Workforce Investment Board/Workforce Development Office to administer a real world math class for Workforce Development Office clients  
[Agenda Item Cover](#)  
[Agreement](#)
10. Request Approval of July 31, 2012 Student Body Statement of Club Trust Accounts  
[July 31, 2012 Student Body Accounts](#)
11. Request Approval of July 31, 2012 Financial Report  
[Agenda Cover & Financial Report July 31, 2012](#)

B. Human Resources Items

1. Request Approval of Staffing & Coaches Lists  
[Staffing List](#)  
[Coaches List](#)

C. Field Trip/Employee Conference Requests

1. Field Trips 9/25/12  
[Student Overnight or Out of State Field Trips](#)

9. **Old Business**

None

Audio File No. 05- 2012/13

**7:30 PM PUBLIC HEARING:** Textbooks and Instructional Materials Compliance and Certification of Provision of Sufficient Standards-Aligned Instructional Materials for Grades K-12

**10. New Business**

- A. Request Adoption of Resolution No. 13-2012/13 for Textbooks and Instructional Material Compliance & Certification of Provision of Sufficient Standards-Aligned Instructional Materials for Grades K-12  
[Agenda Item Cover](#)  
[2012-13 Resolution 13](#)  
[K-8 Core Curriculum List](#)  
[9-12 Core Curriculum List](#)
  
- B. First Reading of Revised Board Policies and Administrative Regulations: BP 3511.1, AR 3511.1, and AR 3550  
[Agenda Item Cover](#)  
[BP 3511.1 Integrated Waste Management](#)  
[AR 3511.1 Integrated Waste Management](#)  
[AR 3550 Nutrition Standards for School Meals](#)
  
- C. First Reading of New/Revised/Deleted Board Policies and Administrative Regulations Series 5000 and 6000  
[Agenda Item Cover](#)  
[BP 5112.3](#)  
[AR 5112.3](#)  
[BP 5117](#)  
[AR 5117](#)  
[BP5131-61](#)  
[BP5141-33](#)  
[AR 5144.1](#)  
[AR 6146.2](#)  
[BP 6161](#)
  
- D. First Reading of Revised Board Policies and Administrative Regulations BB/AR 6178 Career Technical Education  
[Agenda Item Cover](#)  
[BP 6178](#)  
[AR 6178](#)
  
- E. First Reading of Revised Board Bylaw BB 9270 Conflict of Interest  
[Agenda Item Cover](#)  
[Board Bylaw 9270](#)
  
- F. Request Ratification of Employment Agreement: Superintendent  
[Agenda Item Cover](#)

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

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

The Governing Board is also requested to issue orders consistent with the above referenced findings, conclusions and recommendations related to the possible expulsion or readmission of pupils in the cases of the following students, herein identified by their district-assigned identification numbers: 996069, 996104, 996788, 501015, 977525, 4522, 3756, 6952, 4821, 5265, 301706, 17352, 202897, 202818, 302962, 9078, 15973, and 17632.

[Agenda Item Cover](#)

H. Request Approval of Commercial Warrant Listing  
[Agenda Item Cover and Commercial Warrant Listing](#)

**11. Information and Reports**

A. Superintendent's Time

**12. Announcements**

**13. Miscellaneous**

A. Board Member Committee and Information Reports

**14. Advanced Planning**

**Next Regular Board Meeting**

Tuesday, October 9, 2012 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; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132).]



**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 11<sup>th</sup> DAY OF SEPTEMBER 2012**

The Board of Education of the Madera Unified School District convened in a **Regular Board Meeting** in the Madera Unified School District Boardroom, 1902 Howard Road, Madera, California on **Tuesday, September 11, 2012**, at 5:30 p.m.

**ROLL CALL**

Ricardo Arredondo, President  
Michael Salvador, Clerk

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

Rida Qaiser, Student Board Representative, Madera High School  
Enrique Quintanilla, Student Board Representative, Madera South High School

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

Joe Ayala, Network Administrator  
Gladys Wilson, Translator  
Rosalind Cox, Director of Facilities Planning and Purchasing  
Sandra Perez, Director of Child Nutrition  
Kent Albertson, Principal, Madera High School  
Brett Moglia, Security Supervisor  
Janet Grossnicklaus, Director of Curriculum, Instruction and Assessment  
Sandon Schwartz, Principal, Madera South High School  
Paul Van Loon, Director of Special Services and Student Services

Kathy Horn, MUTA President

There were approximately 40 visitors/District employees in attendance.

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

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

**2. Reconvene Public Session/Call to Order Regular Meeting**

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 11<sup>th</sup> DAY OF SEPTEMBER 2012**

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

President Arredondo adjourned the Closed Session at 6:55 p.m. and reconvened the Regular Meeting by calling the Public Session to order at 7:01 p.m. President Arredondo welcomed the visitors and asked Clerk Salvador to lead the flag salute. President Arredondo asked Chaplain Ron Giovanetti of Youth for Christ to lead the invocation. President Arredondo asked Ms. Morgan to call the Roll of Trustees. President Arredondo explained the rules governing the Board meeting. The meeting was recorded on Audio File No. 04 -2012/13.

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

Superintendent Balderas announced there were no reportable Closed Session actions.

**5. Adoption of Agenda – Motion No. 29-2012/13**

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

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

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

**6. Student Board Representative Report**

Rida Qaiser Student Board Representative for Madera High School and Enrique Quintanilla Student Board Representative for Madera South High School each presented highlights of activities at their respective school sites.

**7. Communications**

**7A. Student and Staff Recognition**

Student and Staff Recognition

- Celebrating Hispanic Heritage poster contest winners – AMAE

**7B. Public Hearing**

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

- Yolanda Williams, 2337 Frederick Way; addressed the Special Education program
- Ralph Hunter, 2704 Sandalwood Dr., announced a concert in June 2013 as a fund raiser to support Kids Safety First
- Audrey Farrell, 513 Barsotti Ave.; addressed an incident with her grandson at school
- Michael Salvador, Clerk of the Board; announced the new website offered by the Madera County Sheriff's office My Community Alert ([www.mcalert.net](http://www.mcalert.net)) that provides important information for members of the community
- Kathy Horn MUTA – addressed Special Education classroom issues

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 11<sup>th</sup> DAY OF SEPTEMBER 2012**

- Chuck Genseal, 16759 Rd. 19; addressed MUSD test scores

**8. Approval of Consent Agenda – Motion No. 30-2012/13**

Document Numbers 82-2012/13 through 91-2012/13

Resolution Numbers 09-2012/13 through 10-2012/13

Staffing Changes, Exhibit B

Field Trip/Employee Conference Requests, Exhibit C

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

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

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

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

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

**8A1.** Approval of Regular Board Meeting Minutes of August 28, 2012

**8A2.** Adoption of Resolution No. 09-2012/13 Operations Application for K-3 Class Size Reduction

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

**RESOLUTION NO. 09-2012/13**

**8A3.** Adoption of Resolution No.10-2012/13: GANN Limit Calculations for 2011-12 actuals and 2012-13 estimated actuals.

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

**RESOLUTION NO. 10-2012/13**

**8A4.** Ratification of Memorandum of Understanding between Madera County Superintendent of Schools (MCSOS) and Madera Unified School District for services provided in support of the Educating Homeless Children and Youth Grant (EHCY) beginning July 1, 2012 through June 30, 2013.

**DOCUMENT NO. 82-2012/13**

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 11<sup>th</sup> DAY OF SEPTEMBER 2012**

- 8A5.** Approval of Contract between Madera Unified School District and Stanislaus County Office of Education to provide English as a Second Language classes for two Migrant Head Start Centers DOCUMENT NO. 83-2012/13
- 8A6.** Approval of We Give Books/Pearson Foundation Read for the Record Book Grant Agreement between Madera Unified and Pearson Foundation DOCUMENT NO. 84-2012/13
- 8A7.** Approval of Consultant Services Agreement between Madera Unified School District and Houghton Mifflin Harcourt/ Riverside Publishing DOCUMENT NO. 85-2012/13
- 8A8.** Approval of the Memorandum of Understanding for the Supplemental Nutrition Assistance Program Education (SNAP-Ed) between Madera County Public Health Department (MCPHD) and Madera Unified School District (MUSD) DOCUMENT NO. 86-2012/13
- 8A9.** Approval of Amendment 1 of 2012-13 Child Development Contract CSPP-2270 between Madera Unified School District and California Department of Education DOCUMENT NO. 87-2012/13
- 8A10.** Approval of Memorandums of Understanding between Madera Unified School District and Bass Lake Joint Union Elementary School District, Chawanakee Unified School District, Chowchilla Elementary School District, Chowchilla Union High School District, Golden Valley Unified School District, Madera County Office of Education, Ezequiel Tafoya Alvarado Academy, and Sherman Thomas Charter School DOCUMENT NO. 88-2012/13
- 8A11.** Approval of June 30, 2012 Student Body Statement of Club Trust Accounts DOCUMENT NO. 89-2012/13

**8B. Human Resources Items**

- 8B1.** Approval of Staffing Changes and Coaches DOCUMENT NO. 90-2012/13

Following approval of the Consent Agenda, Superintendent Balderas turned to Deputy Superintendent Monreal who introduced Ana Apodaca the newly hired Coordinator of Categorical Programs.

**8C. Field Trip/Employee Conference Requests**

- 8C1.** Approval of Field Trip/Employee Conference Requests DOCUMENT NO. 91-2012/13

**9. Old Business**

None

**7:30 PM PUBLIC HEARING:** School Facility Needs Analysis authorizing the levying of alternative school facility fees on residential development.

President Arredondo opened the Public Hearing at 7:50 p.m.

- Chuck Genseal, 16759 Rd. 19; addressed the issue of raising developer fees

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 11<sup>th</sup> DAY OF SEPTEMBER 2012**

Seeing no others come forward, President Arredondo closed the Public Hearing at 7:52 p.m.

**10. New Business**

**10A.** Adoption of a Resolution that approves the School Facility Needs Analysis authorizing the levying of alternative school facility fees on residential development

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

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

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

- Trustee Cogdill would vote to keep the fees as they are so as not to increase costs to businesses.
- Trustee Garibay reminded Trustee Cogdill that this Board voted to increase developer fees for businesses at our last meeting and, based on prospective growth in the community, he would support an increase in residential developer fees tonight.
- Trustee Seibert commented on past increases in developer fees helping the district to pass a bond measure but would vote to leave the fee where it currently is at this point.
- Clerk Salvador stated that he would speak in favor of the fee because he sees portables being added to one of the schools that we built following our last bond measure and feels we need to stay ahead of the curve on developer fees.
- Trustee Rodriguez would recommend staying where we are and revisiting the item next year.
- Trustee Cogdill asked what the chances of passing a school bond would be for a district that is deficit spending (indicating the answer could change his vote from no to yes on this item). Superintendent Balderas responded that what the district needs to look at is when a new school will be needed, which will be in 2014/15 for the next elementary school followed by a middle school and then a high school in 2020 and we need to have resources to pay for those schools.
- President Arredondo discussed the costs of building and indicated that he would support a motion by Trustee Seibert to keep the developer fee where it currently is.

**It was moved by Trustee Seibert and seconded by Trustee Rodriguez, that the developer fee remains the same (Resolution No. 12-2012/13).**

President Arredondo asked for additional comments from the Board before calling for a vote.

Following additional comments by the Board, Clerk Salvador stated he would like to refocus the Board back to the agenda which would be to approve a Resolution that approves the Facilities Needs Analysis and we would need a motion to approve that Resolution. Clerk Salvador further stated he would make the motion provided Trustee Seibert would rescind his earlier motion. Trustee Seibert then rescinded his motion.

**It was moved by Clerk Salvador, seconded by Trustee Velarde-Garcia, and carried by majority to Adopt Resolution No. 11-2012/13 to increase the residential development fee to \$6.04 per square foot**

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 11<sup>th</sup> DAY OF SEPTEMBER 2012**

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

MOTION NO. 31-2012/13  
RESOLUTION NO. 11-2012/13

**10B.** Approval of Agreement between Madera Adult Educators (MAE) and Madera Unified School District (DISTRICT) for the 2012-2013 School Year

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

- o John Seybold, First VP MUTA; objected to the “me too” clause in the contract

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

**It was moved by Clerk Salvador, seconded by Trustee Garibay, and carried by majority to approve the Agreement between Madera Adult Educators (MAE) and Madera Unified School District (DISTRICT) for the 2012-2013 School Year**

Ayes: Trustees Garibay, Rodriguez, Seibert, Velarde-Garcia, Clerk Salvador and President Arredondo  
Noes: None  
Absent: Trustee Cogdill (absent from the room at the time of the vote)  
Abstained: None

MOTION NO. 32-2012/13  
DOCUMENT NO. 92-2012/13

**10C.** Approval to award a construction contract to the lowest responsible and responsive bid for the 1 Relocatable Classroom at Pershing project

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

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

**It was moved by Trustee Garibay, seconded by Trustee Salvador, and unanimously carried to award a construction contract to the lowest responsible and responsive bid for the 1 Relocatable Classroom at Pershing project**

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

MOTION NO. 33-2012/13  
DOCUMENT NO. 93-2012/13

**10D.** Approval of 2011-12 Unaudited Actuals Financial Report

Director of Fiscal Services, Teri Bradshaw provided a PowerPoint overview of the report.

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

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 11<sup>th</sup> DAY OF SEPTEMBER 2012**

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

**It was moved by Trustee Garibay, seconded by Trustee Cogdill, and unanimously carried to approve the 2011-12 Unaudited Actuals Financial Report**

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

MOTION NO. 34-2012/13  
DOCUMENT NO. 94-2012/13

- 10E.** 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: 200457, 200702, 5296, 202623, 16395, 5184, 304090, 203207, 17628, 401697, 202779, 202311, 303579, 15473, and 303630.

Trustee Velarde-Garcia advised that she must recuse herself due to a conflict of interest.

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

**It was moved by Clerk Salvador seconded by Trustee Garibay, and carried by majority to approve the findings, conclusions and recommendations as stated above**

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

MOTION NO. 35-2012/13  
CONFIDENTIAL DOCUMENT NO. 95-2012/13

- 10F. Approval of Commercial Warrant Listing  
Exhibit A, Motion No. 36-2012/13, Document No. 96-2012/13**

Trustee Garibay advised that he must recuse himself due to a conflict of interest. Trustee Velarde-Garcia recused herself as well.

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 11<sup>th</sup> DAY OF SEPTEMBER 2012**

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

**It was moved by Clerk Salvador, seconded by Trustee Rodriguez and carried by majority to approve the commercial warrant listing**

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

**11. Information and Reports**

**11A. Superintendent's Time**

Superintendent Balderas commented on a great start to the new school year. He also stated that we will soon convene a Nutrition Committee – more information will be provided at another Board meeting,

**12. Announcements**

Trustee Cogdill advised that the Key Club held their first fundraiser.

President Arredondo made the following announcements:

- The Superintendent will hold the first Listening Session of the 2012/2013 school year from 6:00 pm to 8:00 pm on Tuesday, September 18<sup>th</sup> at the Desmond Middle School Library.
- Madera High School will celebrate Homecoming on Friday, September 21<sup>st</sup> followed by Madera South High School on Friday, September 28<sup>th</sup>.

**13. Miscellaneous**

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

Clerk Salvador and Trustee Garibay attended the cross country meet at Town and Country Park.

**14. Advanced Planning**

President Arredondo made the following announcement:

**Next Regular Board Meeting**

**Tuesday, September 25, 2012 at 7:00 p.m.**

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

**15. Suggested Future Agenda Items**



**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 11<sup>th</sup> DAY OF SEPTEMBER 2012**

Trustee Cogdill asked for a report on Special Ed. IEP reports and training for teachers. President Arredondo asked Trustee Cogdill to talk with Superintendent Balderas since we have had presentations on this subject.

Clerk Salvador commented on the public comment regarding the concert at the stadium and asked for a future agenda item to explore the possibility; Mr. Hunter should also contact staff.

**16. Adjournment - Motion No. 37-2012/13**

President Arredondo adjourned the Public Session at 9:06 p.m.

---

Janet Morgan, Senior Administrative Assistant  
to the Superintendent and Board of Trustees

Dated: September 11, 2012

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 11<sup>th</sup> DAY OF SEPTEMBER 2012**

**MINUTES OF SEPTEMBER 11, 2012  
MOTION NO. 30-2012/13 and MOTION NO. 36-2012/13  
RESOLUTION NOs. 09 and 10-2012/13  
DOCUMENT NOs. 82-2012/13 through 91-2012/13  
and DOCUMENT NO. 96-2012/13**

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

**EXHIBIT A – NEW BUSINESS  
APPROVAL OF WARRANTS – MOTION NO. 36-2012/13  
DOCUMENT NO. 96-2012/13**

BUSINESS TRANSACTIONS	
APPROVAL OF COMMERCIAL WARRANTS	
BOARD DATE: September 11, 2012 (LW)	
<b>FUND</b>	<b>AMOUNT</b>
01 GENERAL FUND	\$3,914,568.64
11 ADULT EDUCATION	\$12,633.24
12 CHILD DEVELOPMENT	\$7,925.89
13 CAFETERIA	\$154,476.44
14 DEFERRED MAINTENANCE	\$108,715.36
15 PUPIL TRANS EQUIP	\$0.00
17 STONE SCHLRSHIP TRUST	\$0.00
21 BUILDING FUND-BOND PROCEEDS 2003	\$0.00
25 DEVELOPERS' FEES	\$50.00
26 PRISON MITIGATION FEES	\$0.00
30 STATE SCHOOL BLDG	\$0.00
31 REFURBISHMENT	\$0.00
32 ROOF REPLACEMENT	\$0.00
35 COUNTY SCHOOL FACILITIES FUND	\$0.00
40 SPECIAL RESERVE	\$7,097.62
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	\$3,000.00
74 ATHLETIC FUND	\$0.00
<b>TOTAL ALL FUNDS</b>	<b>\$4,208,467.19</b>
	<b>PAYROLL</b>
	<b>(INCL'S PD BENEFITS)</b>
<b>08/31/12 &amp; 09/06/12 PAYROLLS</b>	
01 GENERAL	\$10,405,515.77
11 ADULT EDUCATION	\$58,084.87
12 CHILD DEVELOPMENT	\$114,412.06
13 CAFETERIA	\$375,685.29
25 DEVELOPER FEES	\$9,398.54
35 SCHOOL FACILITIES FUND	\$489.06
74 ATHLETIC FUND	\$0.00
<b>PAYROLL TOTAL ALL FUNDS</b>	<b>\$10,963,585.59</b>
<b>BY: LINDA WALL, ACCOUNTS PAYABLE</b>	
<b>9/4/2012</b>	
<b>BY: JANET PAVLOVICH, POSITION CONTROL</b>	
<b>9/18/2012</b>	

<b>MINUTE RECORD of Madera Unified School District Board of Education</b> <b>REGULAR BOARD MEETING HELD ON THE 11<sup>th</sup> DAY OF SEPTEMBER 2012</b>
---

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

**EXHIBIT B – CONSENT AGENDA**  
**CERTIFICATED HUMAN RESOURCES ITEMS**  
**MOTION NO. 30-2012/13**  
**DOCUMENT 90-2012/13**

**CERTIFICATED LEAVES OF ABSENCE**

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

**CERTIFICATED SEPARATIONS**

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

**CERTIFICATED NEW POSITION**

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

**CERTIFICATED EMPLOYMENT**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Shirley Gregory	Teacher	Adult Education	2012/2013	Replacement
2. Ana Apodaca	Coordinator of Categorical Programs	District	2012/2013	New Position

**CERTIFICATED OTHER**

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

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 11<sup>th</sup> DAY OF SEPTEMBER 2012**

**EXHIBIT B - CLASSIFIED HUMAN RESOURCES ITEMS  
MOTION NO. 30-2012/13  
DOCUMENT 90-2012/13**

**CLASSIFIED LEAVES OF ABSENCE**

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

**CLASSIFIED SEPARATIONS**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Cheryl Reyes	Relief Bus Driver	Transportation	09/09/12	Resignation
2. Cindy Schmidt	Paraprofessional Aide Assistant to the Physically Impaired	Special Services	08/27/12	Resignation

**CLASSIFIED NEW POSITION**

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

**CLASSIFIED EMPLOYMENT**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. Sylvia Rincon	Health Assistant	Health Services	2012/2013	3.50	Replacement
2. Kasey Rodriguez Brown	Health Assistant	Health Services	2012/2013	3.50	Replacement
3. Kathleen Lechuga	Health Assistant	Health Services	2012/2013	3.50	Replacement
4. David Weber	Paraprofessional Aide -Special Services Special Needs		2012/2013	7.00	Replacement
5. Alcira Viana-Pipes	Paraprofessional Aide -Special Services Special Needs		2012/2013	3.50	Replacement
6. Maria Wishart	Paraprofessional Aide -Special Services		2012/2013	3.50	Replacement
7. Luis Ayala	Groundsperson II	M&O	2012/2013	8.00	Replacement

**CLASSIFIED OTHER**

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

**COACHES**

1. See Attached List

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 11<sup>th</sup> DAY OF SEPTEMBER 2012**

**EXHIBIT B – HUMAN RESOURCES ITEMS – COACHES  
MOTION NO. 30-2012/13  
DOCUMENT 90-2012/13**

<b>Last Name</b>	<b>First Name</b>	<b>Site</b>	<b>Sport</b>	<b>Year</b>
Madrigal	Benny	Desmond	Cross Country	2012/2013
Prandini	Julie	Desmond	Cross Country	2012/2013
Stairs	Wayman	Desmond	Football	2012/2013
Gage	Brad	Desmond	Football	2012/2013
Bishop	Jode	Desmond	Football	2012/2013
Amyx	Dave	Desmond	Football	2012/2013
Guglielmana	Steve	Desmond	Golf	2012/2013
Wood	Megan	Desmond	Volleyball	2012/2013
Fuentes	Melissa	Desmond	Volleyball	2012/2013
Orosco	James	MSHS	Tennis	2012/2013
Orosco	Jerry	MSHS	Tennis	2012/2013
Britton	Tammi	MSHS	Gymnastics	2012/2013
Spraggins	Coleen	MSHS	Gymnastics	2012/2013
Britton	Tammi	MSHS	Cheer/Dance	2012/2013
Sanchez	Mariah	MSHS	Cheer/Dance	2012/2013
Levine	Shandell	MSHS	Cheer/Dance	2012/2013
Evans	Taylor	MSHS	Cheer/Dance	2012/2013
Newlon	Sarah	MSHS	Cheer/Dance	2012/2013
Ayala	Helidoro	MSHS	Girls Volleyball	2012/2013
Orro	Marcos	MSHS	Girls Volleyball	2012/2013
Alcala	Hugo	MSHS	Girls Volleyball	2012/2013
Ross	Chris	MSHS	Water Polo	2012/2013
Garcia	Jose	MSHS	Water Polo	2012/2013
Parris	Rich	MSHS	Cross Country	2012/2013
Valmonte	Kelly	MSHS	Cross Country	2012/2013
Valerde	Ernest	MSHS	Cross Country	2012/2013
Quintana	Eloy	MSHS	Cross Country	2012/2013
Lennemann	Mike	MSHS	Cross Country	2012/2013
Donagan	Scott	MSHS	Football	2012/2013
Hardcastle	Geoff	MSHS	Football	2012/2013
Maldonado	Chris	MSHS	Football	2012/2013
Aranico	Arnido	MSHS	Football	2012/2013
Brown	Wayne	MSHS	Football	2012/2013
Hogue	Tom	MSHS	Football	2012/2013
Contreras	Steve	MSHS	Football	2012/2013
Riddle	Brian	MSHS	Football	2012/2013
Fierros	Alex	MLK	Cross Country	2012/2013
Cisneros	Berta	MLK	Cross Country	2012/2013
Nona	Anthony	MLK	Football	2012/2013
Martinez	Alberto	MLK	Football	2012/2013
Carlson	Sean	MLK	Football	2012/2013
Smith	Allen	MLK	Football	2012/2013
Avila	Mike	MLK	Football	2012/2013

Miller	James	MLK	Football	2012/2013
Martinez	Jesus	MLK	Football	2012/2013
Shoals	LaToya	MLK	Girls Volleyball	2012/2013
Ayala	Heliodoro	MLK	Girls Volleyball	2012/2013
Mortier	Jacob	MLK	Golf	2012/2013
Smith	Alexander	MLK	Tennis	2012/2013
Ayers	Clifford	MLK	Tennis	2012/2013
Galleano	Laura	MLK	Cheer	2012/2013
Cappelluti	Sarah	MSHS	Water Polo	2012/2013
Gaeth-Pearce	Jason	MSHS	Water Polo	2012-2013
Stetsko	Chris	MSHS	Football	2012-2013

**MINUTE RECORD of Madera Unified School District Board of Education  
REGULAR BOARD MEETING HELD ON THE 11<sup>th</sup> DAY OF SEPTEMBER 2012**

**EXHIBIT C - FIELD TRIPS/EMPLOYEE CONFERENCE REQUESTS  
MOTION NO. 30-2012/13  
DOCUMENT 91-2012/13**

9/15/12 to 9/16/12	MSHS	Parris	Cross Country team to Asics-Woodbridge Invitational 44 students—5 adults	Costa Mesa, CA	\$2581 Transportation  \$1240 Lodging	Cross Country Boosters Cross Country Boosters	Charter Bus
--------------------------	------	--------	---	-------------------	---	--	-------------



**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

**Subject:** Request Adoption of Resolution No. 14-2012/13 Regarding Authorized Signatures on Designated Madera Unified School District Accounts/Documents.

**Responsible Staff:** Gustavo Balderas, Superintendent  
Teri Bradshaw, Director of Fiscal Services

**Agenda Placement:** Consent

**Background/ rationale:**

The Madera Unified School District Board of Trustees is requested to adopt Resolution No. 14-2012/13 to authorize signatures on designated Madera Unified School District Accounts/Documents.

**Financial impact:**

None

**Superintendent's recommendation:**

Superintendent recommends adoption of the Resolution No. 14-2012/13

**Supporting documents attached:**

Resolution No. 14-2012/13

RESOLUTION NO. 14-2012/13

AUTHORIZED SIGNATURES ON DESIGNATED  
MADERA UNIFIED SCHOOL DISTRICT ACCOUNTS/DOCUMENTS

BE IT RESOLVED that the Board of Trustees of the Madera Unified School District does hereby authorize the employees and / or officials listed below to sign for the following designated accounts/documents.

GENERAL FUND ACCOUNTS

WESTAMERICA BANK

M.U.S.D. Petty Cash Account #0257-30110-1  
(Two Signatures Required)

Gustavo Balderas, Superintendent  
Teri Bradshaw, Director of Fiscal Services  
Elena Castillo, Budget and Accounting Analyst  
Rosalind Cox, Director of Facilities Planning, Construction Management, & Purchasing  
Arelis Garcia, Lead Budget and Accounting Analyst

M.U.S.D. Clearing Account #0257-98291-8  
(Two Signatures Required)

Gustavo Balderas, Superintendent  
Teri Bradshaw, Director of Fiscal Services  
Elena Castillo, Budget and Accounting Analyst  
Arelis Garcia, Lead Budget and Accounting Analyst

CAFETERIA FUND ACCOUNTS

WESTAMERICA BANK

Madera Unified Child Nutrition Checking Account #0257-30112-7  
(Two Signatures Required)

Gustavo Balderas, Superintendent  
Teri Bradshaw, Director of Fiscal Services  
Sharon Kimura, Child Nutrition Specialist  
Sandra Perez, Director of Child Nutrition  
Bianca Ramirez, Administrative Assistant

MADERA HIGH SCHOOL ACCOUNTS

WESTAMERICA BANK

Student Body Checking Account #30-5050-1675  
(Two Signatures Required)

Kent Albertson, Principal Madera High  
Gustavo Balderas, Superintendent  
Teri Bradshaw, Director of Fiscal Services  
Kristi Castillo, Vice Principal Madera High



Pool Scholarship Account #10-6200-0951  
(Two Signatures Required)

Kent Albertson, Principal Madera High  
Gustavo Balderas, Superintendent  
Teri Bradshaw, Director of Fiscal Services  
Kristi Castillo, Vice Principal Madera High

Esparanza Scholarship Account #10-6200-0994  
(Two Signatures Required)

Kent Albertson, Principal Madera High  
Gustavo Balderas, Superintendent  
Teri Bradshaw, Director of Fiscal Services  
Kristi Castillo, Vice Principal Madera High

Albonico Scholarship Account #10-7001-0655  
(Two Signatures Required)

Kent Albertson, Principal Madera High  
Gustavo Balderas, Superintendent  
Teri Bradshaw, Director of Fiscal Services  
Kristi Castillo, Vice Principal Madera High

WESTAMERICA BANK

MHS Student Body Savings Account #10-7001-1117  
(Two Signatures Required)

Kent Albertson, Principal Madera High  
Gustavo Balderas, Superintendent  
Teri Bradshaw, Director of Fiscal Services  
Kristi Castillo, Vice Principal Madera High

MSHS Student Body Checking Account #10-5050-7037  
(Two Signatures Required)

Gustavo Balderas, Superintendent  
Teri Bradshaw, Director of Fiscal Services  
Sandon Schwartz, Principal Madera South High  
Josh Shapiro, Vice Principal Madera South High

WELLS FARGO

Time Certificate of Deposit Account #201-0058400  
(Two Signatures Required)

Kent Albertson, Principal Madera High  
Gustavo Balderas, Superintendent  
Teri Bradshaw, Director of Fiscal Services  
Kristi Castillo, Vice Principal Madera High

Time Certificate of Deposit Account #010-5885560  
(Two Signatures Required)

Kent Albertson, Principal Madera High  
Gustavo Balderas, Superintendent  
Teri Bradshaw, Director of Fiscal Services  
Kristi Castillo, Vice Principal Madera High

OTHER STUDENT BODY ACCOUNTS

WEST AMERICA BANK  
Desmond Middle School Account #0257-98130-8  
(Two Signatures Required)

Marvin Baker, Principal Desmond Middle School  
Darlene Stiers, Vice Principal Desmond Middle School  
Nichole Walsh, Vice Principal Desmond Middle School

UNION BANK OF CALIFORNIA  
Dixieland School Associated Student Body Checking Account #8020218720  
(Two Signatures Required)

Kliff Justesen, Principal Dixieland  
Diane Chavira-Pocius, Teacher Dixieland School  
Dave Stevens, ASB Advisor Dixieland School

BANK OF AMERICA  
La Vina Elementary Checking Account #00235-02710  
(Two Signatures Required)

Patricia Lopez, Principal LaVina Elementary  
Judy Elrod, Administrative Assistant La Vina Elementary  
Connie Aguilar, Teacher  
Samuel Colunga, Teacher

UNION BANK OF CALIFORNIA  
Martin Luther King Associated Student Body Checking Account #8020214245  
(Two Signatures Required)

Sabrina Rodriguez, Principal Martin Luther King Middle School  
Hilda Castellon, Vice Principal Martin Luther King Middle School  
Manual Aquino, Vice Principal Martin Luther King Middle School

Resolution No. 14-2012/13

Page 4 of 5

Accounts/Documents

WEST AMERICA

Eastin Arcola Student Body Account Checking Account #0257-98376-7

(Two Signatures Required)

John Denno, Principal Eastin Arcola High School

Teri Bradshaw, Director of Fiscal Services

Shelly Huerta, Administrative Assistant

WEST AMERICA BANK

Thomas Jefferson Student Council Account #0257-98117-5

(Two Signatures Required)

Jesse Carrasco, Principal Thomas Jefferson Middle School

Isabel Guzman, Vice Principal Thomas Jefferson Middle School

Michael Diaz, Vice Principal Thomas Jefferson Middle School

BANK OF AMERICA

Washington Associated Student Body Checking Account #0023-01225

(Two Signatures Required)

William Holden, Principal Washington Elementary

Sylvia Ruz, Administrative Assistant Washington Elementary

WEST AMERICA

Adult Education Revolving Account #0257-97990-6

(Two Signatures Required)

David Reygosa, Principal Adult Ed

Shirley Woods, Vice Principal Adult Ed

David Hernandez, Director of Community Education

Elena Castillo, Budget and Accounting Analyst

Teri Bradshaw, Director of Fiscal Services

OTHER ACCOUNTS/DOCUMENTS

BANK OF NEW YORK MELLON TRUST COMPANY, N.A

2004 Certificate of Participation – Fund 222900, 222903, 222904

2011 Energy Project - Fund 883100

Gustavo Balderas, Superintendent

Teri Bradshaw, Director of Fiscal Services

**DOCUMENTS**

Environmental Agency  
Gustavo Balderas  
Rosalind Cox

Final Claim Applications  
Gustavo Balderas  
Teri Bradshaw  
Alma DeLuna  
Anthony Monreal  
Deborah A. Wood

Grant Applications  
Gustavo Balderas  
Robert Chavez  
Alma DeLuna  
Anthony Monreal  
Deborah A. Wood

Power of Attorney  
Gustavo Balderas

Purchase Orders  
Gustavo Balderas  
Teri Bradshaw  
Rosalind Cox  
Anthony Monreal  
Sandra Perez  
Deborah A. Wood

School Applications  
Gustavo Balderas  
Teri Bradshaw  
Alma DeLuna  
Anthony Monreal  
Deborah A. Wood

State Allocations  
Gustavo Balderas  
Teri Bradshaw  
Rosalind Cox

Financial Documents submitted to  
Madera County Office of Education  
and the State of California  
Gustavo Balderas  
Teri Bradshaw

The foregoing Resolution No. 14-2012/13 was adopted this 25th day of September, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

\_\_\_\_\_  
PRESIDENT, Board of Trustees  
Madera Unified School District

ATTEST:

\_\_\_\_\_  
CLERK, Board of Trustees  
Madera Unified School District





**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

**Subject:** Adoption of Resolution #15-2012/2013: May 31, 2012  
Budget and Expense Transfer Reports

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

**Agenda Placement:** Consent

**Background/ rationale:**

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

The budgetary transfers include updated information received regarding income and expense projections. 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 \$25,798,288 and a projected increase in expense for all funds of \$22,767,083, which reflects allocating the carryover from 2011/12.

The expense and loan transfer resolution represents \$86,127.54 in expense transfers and -0- loan transfers between funds.

**Superintendent's recommendation:**

Superintendent recommends adoption of this resolution.

**Supporting documents attached:**

Budgetary Transfers, Resolution #15-2012/2013  
Income and Expense Budgetary Transfers, by Object, as of July 31, 2012  
Interfund Expense and Loan Transfers, Resolution #15-2012/2013  
Cash Transfer Activity July 1, 2012 to July 31, 2012

MADERA UNIFIED SCHOOL DISTRICT  
Madera, California  
BUDGETARY TRANSFERS RESOLUTION #15-2012/13

NOW, THEREFORE, BE IT RESOLVED that due to changes in priorities by various schools and departments (Support Services) the following Inter-budgetary and undistributed Reserve transfers from 7/1/12 to 7/31/12 are submitted for your approval:

(Worksheet 01)	FUND	07/01/12 Beginning Balance	Net Change in Fund Balance	Adjusted Beginning Balance	July 31, 2012		Projected Fund Balance Given all Revisions	Breakdown of Projected June 30, 2013 Fund Balance				
					Proposed INCOME	EXPENSE Revisions		Audit Adjustments	** Non- Spendable	Restricted	** Assigned Committed	*** Unassigned (includes 3% REU)
01 GENERAL		\$ 39,629,863	\$ (12,591,489)	\$ 27,038,374	\$ 6,132,742	\$ 6,551,369	\$ 26,619,747	502,899	-	3,705,204	22,411,643	
11 ADULT EDUCATION		652,284	(463,647)	188,637	6,645	(30,951)	226,233	1,509	-	224,723	-	
12 CHILD DEVELOPMENT		77,151	-	77,151	35,149	112,300	(0)	-	-	-	-	
13 CAFETERIA		5,659,451	1,072,458	6,731,909	-	-	6,731,909	203,985	-	6,527,924	-	
14 DEFERRED MAINT.		553,229	-	553,229	-	235,765	317,464	-	-	317,464	-	
17 SP RSVR-OTHER THAN CAPITAL OUTLAY		-	-	-	-	-	-	-	-	-	-	
21 BUILDING FUND - BOND PROCEEDS		13,686,152	50,318	13,719,470	4,438,556	15,150,196	3,007,830	-	-	3,007,830	-	
25 DEVELOPER FEES		4,834,622	417,536	5,252,158	-	604,443	4,647,715	-	-	4,647,715	-	
27 REDEVELOPMENT AGENCY		389,030	3,073	392,103	-	-	392,103	-	-	392,103	-	
35 COUNTY SCHOOL FACILITIES		3,904,489	22,959	3,927,428	15,150,196	-	19,077,624	-	-	19,077,624	-	
40 SP RESERVE-CAPITAL OUTLAY		997,514	(25,047)	972,467	-	105,670	866,797	-	-	866,797	-	
42 SP RESERVE-BUILDING		272,189	1,958	274,147	-	-	274,147	-	-	274,147	-	
42 SP RESERVE-AG FARM BUILDING		-	-	-	-	-	-	-	-	-	-	
56 DEBT SERVICE FUND		607,005	2,990	609,995	-	-	609,995	-	-	609,995	-	
67 SELF INSURANCE FUND		-	-	-	-	-	-	-	-	-	-	
73 FOUNDATION TRUST-SCHOLAR.		76,376	565	76,941	-	38,291	38,650	-	0	38,650	-	
75 FOUNDATION TRUST-MEM SCHLR		2,309	30	2,339	-	-	2,339	-	-	2,339	-	
<b>TOTAL ALL FUNDS</b>		<b>71,324,644</b>	<b>(11,508,296)</b>	<b>59,816,348</b>	<b>25,763,288</b>	<b>22,767,083</b>	<b>62,812,553</b>	<b>708,394</b>	<b>\$ 35,445,125</b>	<b>\$ 542,188</b>	<b>\$ 3,705,204</b>	<b>\$ 22,411,643</b>

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

PASSED AND ADOPTED by the Governing Board of the Madera Unified School District this 25th day of September, 2012 by the following votes:

MADERA UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

AYES: ABSENT:

NOES: ABSTAINED:

ATTEST: \_\_\_\_\_  
Gustavo Balderas, Superintendent

**JULY INCOME & EXPENSE BUDGETARY TRANSFERS**  
**PERIOD ENDING 07/31/12**

**INCOME BUDGET TRANSFERS**

Jrnl.	Description	Unrestr.	Restr.	Total												
				Fund 01	Fund 11	Fund 12	Fund 13	Fund 14	Fund 17	Fund 21	Fund 25					
8010-8099	Revenue Limit Sources	15,229	(4,405)	10,824	-	-	-	-	-	-	-	-	-	-	-	-
8100-8299	Federal Revenues		4,035,090	4,035,090	6,087	-	-	-	-	-	-	-	-	-	-	-
8300-8599	Other State Revenues		1,792,709	1,792,709	-	35,149	-	-	-	-	-	-	-	-	-	-
8600-8799	Other Local Revenues	-	213,994	213,994	558	-	-	-	-	-	-	-	-	-	-	-
8910-8929	Interfund Transfers In	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8930-8979	Other Sources	-	80,125	80,125	-	-	-	-	-	-	-	-	-	-	-	4,438,556
8960-8999	Contributions	(350,897)	385,897	35,000	-	-	-	-	-	-	-	-	-	-	-	-
<b>JULY TOTAL FROM RESERVE</b>				<b>6,167,742</b>	<b>6,845</b>	<b>35,149</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,438,556</b>

**EXPENSE BUDGETARY TRANSFERS**

Jrnl.	Description	Unrestr.	Restr.	Total												
				Fund 01	Fund 11	Fund 12	Fund 13	Fund 14	Fund 17	Fund 21	Fund 25					
1000-1999	Certificated Salaries	172,882	(178,698)	(5,811)	2,609	11,308	-	-	-	-	-	-	-	-	-	-
2000-2999	Classified Salaries	(108,888)	71,071	(37,817)	-	37,696	-	-	-	-	-	-	-	-	-	-
3000-3999	Employee Benefits	10,700	31,587	42,287	391	10,594	-	-	-	-	-	-	-	-	-	-
4000-4999	Books and Supplies	224,775	3,712,842	3,937,617	(42,895)	69,581	11,189	-	-	-	-	-	-	-	-	22,099
5000-5999	Services, Other Operating Expenses	138,993	1,617,187	1,756,180	9,297	(11,020)	-	-	-	-	-	-	-	-	-	7,733
6000-6999	Capital Outlay	136,411	716,290	852,701	-	-	-	-	-	-	-	-	-	-	-	574,611
7100-7299	Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7300-7399	Direct Support/Indirec Costs	(284,426)	280,638	6,212	(353)	(5,859)	-	-	-	-	-	-	-	-	-	-
7431-7439	Uses (Debt Service Payments)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7610-7629	Interfund Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15,150,196
<b>JULY TOTAL FROM RESERVE</b>				<b>6,551,369</b>	<b>(30,951)</b>	<b>112,300</b>	<b>-</b>	<b>235,765</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>604,443</b>



**JULY INCOME & EXPENSE BUDGETARY TRANSFERS**  
**PERIOD ENDING 07/31/12**

**INCOME BUDGET TRANSFERS**

Jrnl.	Description	Unrestr.	Restr.	Fund 27	Fund 35	Fund 40	Fund 41	Fund 56	Fund 73	Fund 75	Total
8010-8099	Revenue Limit Sources	15,229	(4,405)								10,824
8100-8299	Federal Revenues		4,035,090								4,041,177
8300-8599	Other State Revenues		1,792,709								1,827,858
8600-8799	Other Local Revenues		213,994								214,552
8910-8929	Interfund Transfers In				15,150,196						15,150,196
8930-8979	Other Sources		80,125								80,125
8980-8999	Contributions	(350,897)	385,897								35,000
	<b>JULY TOTAL FROM RESERVE</b>	<b>(335,668)</b>	<b>6,503,410</b>	<b>-</b>	<b>15,150,196</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,788,288</b>

**EXPENSE BUDGETARY TRANSFERS**

Jrnl.	Description	Unrestr.	Restr.	Fund 27	Fund 35	Fund 40	Fund 41	Fund 56	Fund 73	Fund 75	Total
1000-1999	Certificated Salaries	172,882	(178,693)								8,106
2000-2999	Classified Salaries	(108,886)	71,071								(121)
3000-3999	Employee Benefits	10,700	31,587								53,272
4000-4999	Books and Supplies	224,775	3,712,842								3,937,591
5000-5999	Services, Other Operating Expenses	138,988	1,617,187			105,670			36,291		1,309,696
6000-6999	Capital Outlay	138,411	716,290								2,248,343
7100-7299	Other Outgo										-
7300-7399	Direct Support/Indirec Costs	(284,426)	290,638								-
7431-7439	Uses (Debt Service Payments)										-
7610-7629	Interfund Transfers Out										15,150,196
	<b>JULY TOTAL FROM RESERVE</b>	<b>290,447</b>	<b>6,250,922</b>	<b>-</b>	<b>-</b>	<b>105,670</b>	<b>-</b>	<b>-</b>	<b>36,291</b>	<b>-</b>	<b>22,767,083</b>

**MADERA UNIFIED SCHOOL DISTRICT**  
**Expense and Loan Transfers Between Funds**  
**Resolution #15-2012/13**

NOW, THEREFORE, BE IT RESOLVED that due to changes in priorities by various schools and departments, the following expense transfers and loans made between funds from 07/01/12 to 07/31/12 are submitted for approval:

<b>Fund Totals</b>	<b>Debit</b>	<b>Credit</b>	<b>Difference</b>
01 - General Fund	\$ 86,127.54	\$ -	\$ 86,127.54
11 - Adult Education	0.00	16,029.98	(16,029.98)
12 - Child Development	0.00	16,597.27	(16,597.27)
13 - Cafeteria	0.00	51,648.08	(51,648.08)
25 - Capital Facility/Developer Fees	0.00	1,794.43	(1,794.43)
35 - County School Facilities Fund	0.00	57.78	(57.78)
<b>Grand Total</b>	<b>\$ 86,127.54</b>	<b>\$ 86,127.54</b>	<b>\$ (0.00)</b>

PASSED AND ADOPTED by the governing board of the Madera Unified School District this this 25th day of September, 2012 by the following votes:

MADERA UNIFIED SCHOOL DISTRICT  
 BOARD OF TRUSTEES

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

\_\_\_\_\_  
 Gustavo Balderas, Superintendent

Madera Unified School District

September 10, 2012 4:38 pm

Cash Transfer Activity  
07/01/2012 to 07/31/2012  
Journal SE to WR

Page 1 of 2

Journal No.	Description	Date	Debit	Credit
SE7	Stock Expenditure	07/23/2012		
	01 - General Fund		2,507.45	
	13 - Cafeteria			2,507.45
TF1	Reverse Prior Year Due To Due From JE429 & JE430	07/12/2012		
	01 - General Fund		24,847.58	
	11 - Adult Education			4,918.14
	12 - Child Development			4,871.47
	13 - Cafeteria			14,542.86
	25 - Capital Fac/Developer Fees			497.43
	35 - County School Facilities Fund			17.68
TF4	PrintShop Transfers	07/27/2012		
	01 - General Fund		684.50	
	13 - Cafeteria			684.50
TF5	July Work Order Transfer from Juliet to Smarte	07/27/2012		
	01 - General Fund		889.74	
	12 - Child Development			789.12
	13 - Cafeteria			100.62
TF9	Set Up Due To Due From in Current Year to Clear 2011/12 Due To Due Froms JE458 & JE470	07/12/2012		
	01 - General Fund		57,198.27	
	11 - Adult Education			11,111.84
	12 - Child Development			10,936.68
	13 - Cafeteria			33,812.65
	25 - Capital Fac/Developer Fees			1,297.00
	35 - County School Facilities Fund			40.10



**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

**Subject:** Request Approval of Miscellaneous Donations

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

**Agenda Placement:** Consent

**Background/ rationale:**

Request approval to accept the following donations:

- \$348 donation to the Pershing Elementary School by PG&E.
- Ultrasound machines (\$6,950 value) to MHS ROP and athletic rehab program by Madera Community Hospital.
- \$500.00 donated to MHS Robotics Program by Greater Madera Kiwanis Club.

**Financial impact:** None

**Superintendent's recommendation:**

The Superintendent recommends the Board accept the above donations.



**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

**Subject:** Request approval of Agreement between Madera Unified School District and Fresno Regional Occupational Program (ROP) for the 2012-2013 school year.

**Responsible Staff:** **Dr. Anthony A. Monreal, Deputy Superintendent**  
Shirley Woods, Vice-Principal, Madera Adult School

**Agenda Placement:** Consent

**Background/ rationale:**

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

**Financial impact:**

- Fresno ROP will pay the District the actual costs of the program. Not to exceed \$580,647.

**Superintendent's recommendation:**

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

**Supporting documents attached:**

- Fresno ROP Shared Responsibility Agreement



**Fresno Regional Occupational Program Shared Responsibility Agreement**  
**(“Agreement”)**

Between Fresno County Superintendent of Schools and  
Madera Unified School District

**COVER**

<b>AGENCY</b>	
Madera Unified School District ( <b>“Agency”</b> ) Attn: Shirley Woods, District Coordinator 955 West Pecan Avenue Madera, CA 93637 Phone No.: (559) 675-4550    FAX No.: (559) 675-4528    Email: <a href="mailto:woods_s@madera.k12.ca.us">woods_s@madera.k12.ca.us</a>	
<b>FCSS</b>	
Fresno County Superintendent of Schools ( <b>“FCSS”</b> or <b>“Fresno ROP”</b> ) Attn: Valerie Vuicich, Administrator Fresno ROP Fresno County Office of Education 1318 E. Shaw Avenue, Suite 420 Fresno, CA 93710 Phone No.: (559) 497-3860    FAX No.: (559) 497-3806    Email: <a href="mailto:vvuicich@fcoe.org">vvuicich@fcoe.org</a>	
<b>CONTRACT TERM</b> (see § 3.1)	
<b>“Effective Date”:</b> July 1, 2012 <b>“Termination Date”:</b> June 30, 2013	
<b>PROGRAMS OFFERED IN AGENCY (“Programs”) ARE:</b>	
<ol style="list-style-type: none"> <li>1. Ag Welding Processes and Procedures</li> <li>2. Athletic Training</li> <li>3. Careers in Education</li> <li>4. Computer and Network Technology</li> <li>5. Criminal Justice</li> <li>6. Interactive Game Design</li> <li>7. Medical Careers</li> <li>8. Nursing Careers</li> <li>9. Performing Arts</li> <li>10. Restaurant Services</li> <li>11. Small Engines</li> <li>12. Theatre Production</li> <li>13. Videography, Animation &amp; Interactive Multimedia Production</li> </ol>	

AGENCY SHALL:

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

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

FCSS SHALL:

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

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

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

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

AGENCY

FCSS

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

By: \_\_\_\_\_  
Larry L. Powell, Superintendent  
or Authorized Designee



## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

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

### ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

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

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

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

### ARTICLE 1A ADDITIONAL REQUIREMENTS.

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

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

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

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

## ARTICLE 2 PAYMENT.

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

## ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

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

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

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

## ARTICLE 4 INSURANCE.

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

## ARTICLE 5 INDEMNITY.

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

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

ARTICLE 6 DISPUTE RESOLUTION.

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

ARTICLE 7 GENERAL PROVISIONS.

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

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

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

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

//



**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

**Subject:** Request approval of affiliation agreement between Madera Unified School District/Madera Adult School and Country Villa Health Services for use of their facilities for training in Home Health Aide program.

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

**Agenda Placement:** Consent

**Background/ rationale:**

- Affiliation Agreement for School/Agency Nursing Assistant Students
- Use of Country Villa facilities for clinical and/or other learning experiences of students enrolled Madera Adult School's Home Health Aide program.
- Contract Agreement effective July 1, 2012 – June 30, 2014, two (2) year period.

**Financial impact:**

- None

**Superintendent's recommendation:**

- The Superintendent recommends the Board approve the contract with Country Villa Health Services for use of their facilities for training in Madera Adult School's Home Health Aide program

**Supporting documents attached:**

- Contract

AFFILIATION AGREEMENT FOR  
SCHOOL/AGENCY NURSING ASSISTANT STUDENTS

THIS AGREEMENT is entered into this 1<sup>st</sup> day of July, 2012, in the State of California by and between Country Villa Health Services (hereinafter referred to as "FACILITY"), and MUSD/Madera Adult School (hereinafter referred to as "SCHOOL"), which operates the Home Health Aide Program.

**RECITALS**

- A. FACILITY owns and operates skilled nursing facilities (see Exhibit A).
- B. SCHOOL provides in its curriculum a program for the education of NA (nursing assistant) students.
- C. FACILITY is willing under certain conditions to allow the SCHOOL to utilize the facilities for clinical and/or other learning experiences of students enrolled in the nursing assistant program of SCHOOL;

NOW, THEREFORE, the parties hereto agree as follows:

**1. TERM**

This Agreement shall become effective as of July 1, 2012, and shall continue in effect for a two (2) year period. Thereafter, it shall be renewed for a two (2) year period. This Agreement is subject to termination by either party the earlier (a) the end of the SCHOOL year or (b) thirty (30) days written notice to the other party.

**2. COMPENSATION**

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other.

**3. SCHOOL RESPONSIBILITIES**

- a) Student Uniforms. Students shall wear uniforms designated by FACILITY and SCHOOL.
- b) Rules and Regulations. Students shall be subject to the rules and regulations of FACILITY and SCHOOL.
- c) Discrimination. Neither party to this Agreement shall employ discriminatory practices in its performance hereunder on the basis of ethnicity, religion, sexual identity, national origin, ancestry, age or physical handicap.
- d) Student Selection. SCHOOL shall be responsible for the selection, testing, placement and/or removal and final grading of each student placed with FACILITY.

- e) Health Certification and Other Requirements. It is the policy of Country Villa that employees shall not be in a condition that poses a direct threat to the health and safety of co-workers, guests or residents, the effectiveness or level of their job performance, or the safe and efficient operation of Country Villa. SCHOOL agrees to place only students who fulfill the SCHOOL'S and FACILITY'S employment, health and vaccination requirements, including drug screening, fingerprinting, criminal background checks and Social Security Number verification. SCHOOL shall provide student with an authorization to release the results of student drug screen and the results of the required criminal background check to FACILITY.

SCHOOL shall ensure that students are aware that Country Villa has a policy against the possession, consumption, purchase, sale, distribution or being under the influence of any drugs or alcohol while on Country Villa premises or while conducting business for Country Villa off-site. Students must not report to work with the odor of alcohol on the breath.

SCHOOL shall ensure that students participate in training at FACILITY and maintain at all times health certification required by governmental agencies regulating FACILITY. SCHOOL shall provide Administrator of FACILITY proof of SCHOOL compliance with this paragraph.

- f) Instructors. SCHOOL shall provide one instructor for not more than 15 students.
- g) Required Instruction. SCHOOL shall provide instruction required in the program unless in specific instances other provisions are made and are mutually satisfactory to SCHOOL and FACILITY.
- h) Student Schedules. SCHOOL shall determine the required number of hours of clinical experience for students. The selection of time, days and patients for individual students shall be made by the instructor in concurrence with appropriate FACILITY personnel. All plans for observation and/or clinical experience shall be subject to the approval of FACILITY.

#### 4. FACILITY RESPONSIBILITIES

- a) Patient Care. FACILITY shall retain ultimate control and responsibility for supervision of patient care.
- b) Education. FACILITY shall provide such experience and observational opportunities as are of educational value.
- c) Classroom. FACILITY shall provide adequate classroom and conference room space for faculty and students if available.

- d) Health Care. FACILITY shall provide first-aid treatment to student and/or instructors needing such care but shall not be obligated to furnish any other medical or surgical services to any student or instructor. The FACILITY may, upon request, require that any student returning from an absence caused by illness or injury be cleared by a physician.
- e) Staff. FACILITY shall not decrease the normal number of its staff as a result of the assignment of students.
- f) Discontinuance of Student Assignment. FACILITY may, at any time, require the discontinuance of the assignment of a student. SCHOOL understands that by the FACILITY'S utilization of students, it does not promise or guaranty that it will hire/employ or utilize a particular student or students from SCHOOL.

## 5. INSURANCE AND INDEMNITY

Both parties shall maintain such insurance as will fully protect either party from any and all claims of any nature for damage to property and from personal injury, including death, made by anyone which may arise from the services provided under this Agreement, by either party, any subcontractor party, or by anyone directly or indirectly engaged or employed by either of them.

SCHOOL shall submit to FACILITY prior to the effective date of this Agreement, a copy of a policy or certificate of insurance issued by an insurer licensed to do business in this jurisdiction and acceptable to FACILITY, indicating that SCHOOL has complete liability insurance coverage, including coverage for any acts of professional malpractice as well as Workers' Compensation Insurance in an amount sufficient to cover SCHOOL'S students. Such insurance shall be in amounts reasonably satisfactory to the FACILITY, but shall not be less than One Million Dollars (\$1,000,000.00) per person or incident up to Three Million Dollars (\$3,000,000.00) aggregate per year, and One Hundred Thousand (\$100,000.00) each occurrence property damage coverage. Said policies shall name FACILITY as an additional insured, and shall provide that the insurer will not cancel said policy of insurance without giving FACILITY thirty (30) days advance written notice. SCHOOL'S insurance shall be primary.

SCHOOL shall save, indemnify and hold FACILITY harmless of and from any and all liability, loss, costs and expenses incurred directly or indirectly from any act or omission by SCHOOL, its agents, employees, students, or invitees from any cause arising from or relating to SCHOOL's performance under this Agreement.

FACILITY shall save, indemnify and hold SCHOOL harmless of and from any and all liability, loss, costs and expenses incurred directly or indirectly from any act or omission by FACILITY, its agents, employees or invitees from any cause arising from or relating to FACILITY's performance under this Agreement.

FACILITY and SCHOOL will each maintain full responsibility for Workers' Compensation coverage of its own employees, in accordance with the State law. SCHOOL shall maintain full responsibility for Workers' Compensation coverage of its students. SCHOOL will indemnify and hold FACILITY harmless from any claim by student against FACILITY under California Worker's Compensation law.

## **6. EQUIPMENT AND SUPPLIES**

SCHOOL shall provide and transport office equipment required by the SCHOOL. When SCHOOL uses equipment and/or supplies provided by the FACILITY, SCHOOL shall use such equipment and supplies properly and be solely responsible for injuries or damages resulting from any misuse. In addition, SCHOOL shall notify FACILITY promptly in writing whenever equipment or supplies provided by FACILITY and used by SCHOOL for providing services need repair or replacement. When SCHOOL uses own personal equipment or supplies, SCHOOL agrees to save, indemnify and hold FACILITY harmless of and from the use, misuse or failure of such equipment or supplies. SCHOOL shall maintain personal equipment or supplies in good operating condition and repair and in accordance with manufacturer's recommendations and all applicable Federal, State and local laws.

## **7. COMPLIANCE WITH LAWS**

SCHOOL and its employees, agents and representatives shall at all times provide the services hereunder in accordance with all applicable Federal, State and local laws and regulations including, without limitation, all licensure and certification requirements applicable to the FACILITY and the services, as well as all bylaws, rules and regulations of the FACILITY.

## **8. LICENSURE**

SCHOOL represents and warrants that it, and each of its employees, agents and representatives who will provide any of the services hereunder, possesses and shall maintain throughout the term of this Agreement all necessary licenses, permits, certifications, registrations and similar items as each is required to maintain by law or by the requirements of Medicare, Medi-Cal, or any other applicable payor to provide such services.

## **9. CODE OF CONDUCT**

SCHOOL represents and warrants that it has read and understands FACILITY'S corporate code of conduct and shall comply with such code in all respects with regard to its performance under this Agreement. SCHOOL further represents and warrants that it has provided a copy of its own corporate code of conduct to FACILITY and that SCHOOL shall comply with such code in all respects with regard to its performance under this Agreement.



## 10. JEOPARDY

Notwithstanding the foregoing, in the event the performance by either party of any term of this Agreement results in a "Jeopardy Event," then the parties shall use their best efforts to meet as soon as possible and negotiate an amendment to this Agreement to remove or negate the effect of the Jeopardy Event. In the event the parties are unable to negotiate such an amendment with five (5) days following written notice by either party of the Jeopardy Event, either party may terminate this Agreement immediately upon written notice, notwithstanding any severability provisions to the contrary. For the purposes of this Agreement "Jeopardy Event" means:

- a) Jeopardy to:
  - (1) The licensure, certification or full accreditation (if applicable) of FACILITY, or any health care FACILITY owned, operated or managed by FACILITY or SCHOOL, or by any affiliates of either party (collectively, "Relevant Facilities"); or
  - (2) The participation in, or reimbursement from, Medicare, Medi-Cal or other reimbursement or payment programs of either party hereto or of any of the Relevant Facilities; or
- b) The financial relationship created by this Agreement interferes with any physician's or resident's freedom of choice with regard to the selection or use of any of the Relevant Facilities; or
- c) For any other reason performance under this Agreement violates any statute, ordinance, or is otherwise deemed illegal by any final court order or any recognized body, agency, or association in the long term care field.

## 11. FEDERAL AND STATE HEALTHCARE PROGRAM PARTICIPATION

SCHOOL represents and warrants that neither SCHOOL, nor any of its owners or managers, nor any SCHOOL employee or agent or student who will provide services under this Agreement ("Employee") is excluded or has been excluded at any time from participation in any Federal or State health care program, including without limitation Medicare and Medicaid (Medi-Cal). SCHOOL hereby agrees to notify FACILITY immediately in writing of any threatened, proposed, or actual exclusion of SCHOOL or any SCHOOL employee or student from any Federal or State health care program. Notwithstanding any other provision to the contrary in this Agreement, in the event that SCHOOL or any SCHOOL employee or student is excluded from participation in any Federal or State health care program at any time during the term of this Agreement, or if at any time after the effective date of this Agreement, it is determined that SCHOOL or any SCHOOL employee or student is in violation of this Section, this Agreement shall, as of the effective date of such exclusion, automatically terminate upon written notice by FACILITY, unless (i) it is a SCHOOL employee or student and not SCHOOL itself that has been so excluded, and (ii) SCHOOL immediately removes the excluded employee(s) from providing services at the FACILITY.

## 12. CONFIDENTIALITY

- a) SCHOOL agrees to respect and abide by all Federal, State and local laws pertaining to confidentiality and disclosure with regard to all information and records obtained or reviewed in the course of providing services to FACILITY residents.
- b) SCHOOL covenants that it shall not, and shall cause each of its SCHOOL personnel or students not to, directly or indirectly, use for its/his/her own benefit or account, or divulge or disclose to any person, corporation, partnership or other entity, any Confidential Information (as hereinafter defined) of FACILITY or of FACILITIES. "Confidential Information" means all information or material which (i) gives FACILITY or FACILITIES some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of FACILITY or FACILITIES or (ii) which is owned by FACILITY or FACILITIES or in which either of them has an interest; or (iii) which is either (A) marked "Confidential Information," "Proprietary Information" or other similar marking, (B) known by SCHOOL to be considered confidential and proprietary by FACILITY or FACILITIES or (C) from all the relevant circumstances should reasonably be assumed by SCHOOL or any of its personnel or students to be confidential and proprietary to FACILITY or FACILITIES.

Notwithstanding the above, however, no information constitutes Confidential Information if it is publicly known and in the public domain, other than as a result of disclosure by SCHOOL or any of its personnel or students.

- c) The foregoing provisions of this Section shall not prohibit either party from complying with any law or court order compelling disclosure of any Confidential Information or any of the terms hereof, provided that the disclosing party provides prior written notice to the other party of such compulsion to disclose.
- d) SCHOOL agrees that in the event of any violation of this Section, monetary damages would be insufficient to make FACILITY whole for harm suffered and that FACILITY shall therefore be entitled to injunctive relief. SCHOOL further agrees to waive any allegation or defense that monetary damages would be sufficient in the event FACILITY seeks injunctive relief under this Section.

## 13. ATTORNEY'S FEES

If suit is brought to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover such sums as the court may fix as costs and reasonable attorney's fees, in addition to any other relief to which it may be entitled.

#### 14. NOTICES

Any notice required to be provided to any party to this Agreement shall be in writing and shall be considered effective three (3) days after the date of deposit with the United States Postal Service by certified or registered mail, first class postage prepaid, return receipt requested, and addressed to the party as follows:

If to COUNTRY VILLA:      COUNTRY VILLA HEALTH SERVICES  
5120 W. Goldleaf Circle, Suite 400  
Los Angeles, CA 90056  
Attention: Legal Department

If to SCHOOL:              MADERA ADULT SCHOOL  
955 West Pecan Avenue  
Madera, CA 93637

#### 15. NON-ASSIGNABILITY

Neither this Agreement nor any of the duties or obligations of SCHOOL hereunder shall be assigned or delegated by SCHOOL without the prior written consent of FACILITY.


#### 16. MISCELLANEOUS

- 16.1 This Agreement supersedes all previous agreements, oral or written, between the parties and embodies the complete Agreement between the parties. This Agreement may only be amended or modified by written agreement signed by both parties.
- 16.2 Governing Law. This Agreement shall be governed by California Law.
- 16.3 Amendment. This Agreement may not be amended in any manner except by written instrument signed by both parties.
- 16.4 Waiver. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained.
- 16.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.
- 16.6 Counterparts. This Agreement may be executed in counterparts.

Country Villa  
Health Services

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto on the dates indicated below:

FACILITY: COUNTRY VILLA HEALTH SERVICES

By:  \_\_\_\_\_  
John R. Chandar Jr., MBA NHA  
Administrator  
Country Villa Madera  
Date: 9.10.12

SCHOOL: MUSD/MADERA ADULT SCHOOL

By: \_\_\_\_\_  
Ricardo Arredondo  
President, Board of Education  
Date: \_\_\_\_\_



**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

**Subject:** Request approval of Agreement renewal between Madera Unified School District and County of Madera to provide educational services to Madera County Jail inmates effective immediately and to continue until June 30, 2013.

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

**Agenda Placement:** Consent

**Background/ rationale:**

- Madera Unified School District, through Madera Adult School, shall operate an educational program to inmates at the Madera County Jail, with such program to consist of one school year of 174 teaching dates at the Jail and two institute days at the Madera Adult School Campus. The program shall operate for 19 hours per week.
- The Madera Unified School District's Adult School provides quality education to the inmates of the Madera County Jail. Through this program, inmates can work toward their GED while incarcerated and better prepares them for return to our community. MUSD has done an outstanding job in providing education to those participating inmates.

**Financial impact:**

The fiscal impact of this contract is positive in that it generates the following:

- indirect and administrative costs of \$1,970.14
- reimburses us \$17,675.93 in teacher costs
- reimburses us \$1,106.24 for our GED Chief Examiner Salary
- reimburses us \$3,249.95 for our CASAS/GED Clerk Salary
- reimburses us \$503.36 for Attendance Software

Since the majority of this contract is reimbursement, the total positive impact is the indirect and administrative costs of \$1,970.24.

**Superintendent's recommendation:**

- The Superintendent recommends the Board approve the contract with County of Madera to provide education program to inmates at the Madera County Jail.

**Supporting documents attached:**

- Contract
- Exhibit A

**MADERA COUNTY CONTRACT NO. 9678-C-2012**

(Department of Corrections and Madera Unified School District: Education Program at Jail)

**THIS AGREEMENT** is made and entered into this 28<sup>TH</sup> day of August, 2011, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and MADERA UNIFIED SCHOOL DISTRICT ("DISTRICT").

**AGREEMENT**

1. **TERM.** To begin immediately and continue until June 30, 2013, unless sooner terminated.

2. **SCOPE OF SERVICES.** DISTRICT, through the Madera Adult School, shall operate an educational program to inmates at the Madera County Jail, with such program to consist of one school year of 175 teaching days at the Jail and one institute day at the Madera Adult School campus. The program shall operate for 19 hours per week.

3. **INCORPORATION OF MASTER AGREEMENT.** Madera County Master Contract No. 016 is incorporated herein by references as if fully stated. DISTRICT shall adhere to all terms and conditions of Master Contract No. 016.

4. **COMPENSATION AND COSTS.** COUNTY shall pay DISTRICT Twenty-Eight Thousand Seven Hundred Two Dollars (\$28,702.00) for all services to be provided. The allocation of costs shall be as described in the document entitled "Jail Budget 2012-2013" attached hereto as Exhibit "A," and incorporated by reference.

5. **INSURANCE.** DISTRICT shall submit proof of insurance (including self-insurance, if any) to COUNTY Risk Manager.

6. **NOTICES.** All notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

**COUNTY**

Department of Corrections  
14191 Road 28  
Madera, CA 93638

**CONTRACTOR**

Madera Unified School District  
1902 Howard Road  
Madera, CA 93637

///

///

With Copy to

Tanna G. Boyd, Chief Clerk  
Madera County Board of Supervisors  
200 West 4<sup>th</sup> Street  
Madera, CA 93637

\* \* \* \* \*

IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.



ATTEST:

Tanna G. Boyd  
Clerk, Board of Supervisors

COUNTY OF MADERA

[Signature]  
Chairman, Board of Supervisors

MADERA UNIFIED SCHOOL DISTRICT

Approved as to Legal Form:  
COUNTY COUNSEL

By: [Signature]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:  
RISK MANAGEMENT

By: [Signature]

\_\_\_\_\_

ACCOUNT NUMBER(S)

Org 60510, Account 701000

\_\_\_\_\_

**JAIL BUGET  
2012-2013**

BUDGET CATEGORY	Madera Adult Fu 11 RS 0010	Madera Adult FU 11 RS 3940	Madera County Jail
<b>INCOME</b>			
<b>Personnel</b>			
<b>CERTIFICATED</b>			
1 TEACHER	13,232.34	6,941.68	17,675.93
<b>CLASSIFIED</b>			
1 GED EXAMINER	1,106.24		
2 GED CLERK	3,249.95		
<b>Total Salary/Wages</b>	<b>17,588.53</b>	<b>6,941.68</b>	<b>17,675.93</b>
<b>Certificated Benefits at %</b>	<b>5,829.85</b>	<b>3,058.32</b>	<b>7,787.57</b>
<b>Classified Benefits at %</b>	<b>2,781.39</b>		
<b>Subtotal: Personnel</b>	<b>26,199.77</b>	<b>10,000.00</b>	<b>25,463.50</b>
<b>Operating Expenses</b>			
4000 Instructional Supplies			765.00
5000 Contracted Services			
Knowledge Core Software			503.36
<b>Subtotal: Operating Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>1,268.36</b>
<b>TOTAL PERSONNEL &amp; OPERATING</b>	<b>26,199.77</b>	<b>10,000.00</b>	<b>26,731.86</b>
Indirect/Administrative (at 7.37%)	1,930.92		1,970.14
Equipment Purchase			
<b>TOTAL BUDGET</b>	<b>28,130.69</b>	<b>10,000.00</b>	<b>28,702.00</b>

\*176 Day School Calendar, 19 hrs/week of instruction. Jail pays for 14 hours, Resource 3940 pays for 5 hours

\* No Summer School

\*GED Examiner: 11 visits @ 3 hours per visit x hourly rate + benefits and 1.73% of Health & Welfare

\*GED Clerk III: Support Service to registration, test materials, invoicing, & records (10% of base salary + benefits + Health & Welfare)

\*Indirect Rate 4.37% + Administrative Rate 3% = 7.37%





**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

**Subject:** Request approval of affiliation agreement between Madera Unified School District/Madera Adult School and Country Villa Health Services for use of their facilities for training in Certified Nurse Assistant program.

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

**Agenda Placement:** Consent

**Background/ rationale:**

- Affiliation Agreement for School/Agency Nursing Assistant Students
- Use of Country Villa facilities for clinical and/or other learning experiences of students enrolled Madera Adult School's Certified Nurse Assistant program.
- Contract Agreement effective July 1, 2012 – June 30, 2014, two (2) year period.

**Financial impact:**

- None

**Superintendent's recommendation:**

- The Superintendent recommends the Board approve the contract with Country Villa Health Services for use of their facilities for training in Madera Adult School's Certified Nursing Assistant program

**Supporting documents attached:**

- Contract

AFFILIATION AGREEMENT FOR  
SCHOOL/AGENCY NURSING ASSISTANT STUDENTS

THIS AGREEMENT is entered into this 1<sup>st</sup> day of July, 2012, in the State of California by and between Country Villa Health Services (hereinafter referred to as "FACILITY"), and MUSD/Madera Adult School (hereinafter referred to as "SCHOOL"), which operates the Certified Nursing Assistant Program.

**RECITALS**

- A. FACILITY owns and operates skilled nursing facilities (see Exhibit A).
- B. SCHOOL provides in its curriculum a program for the education of NA (nursing assistant) students.
- C. FACILITY is willing under certain conditions to allow the SCHOOL to utilize the facilities for clinical and/or other learning experiences of students enrolled in the nursing assistant program of SCHOOL;

NOW, THEREFORE, the parties hereto agree as follows:

**1. TERM**

This Agreement shall become effective as of July 1, 2012, and shall continue in effect for a two (2) year period. Thereafter, it shall be renewed for a two (2) year period. This Agreement is subject to termination by either party the earlier (a) the end of the SCHOOL year or (b) thirty (30) days written notice to the other party.

**2. COMPENSATION**

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other.

**3. SCHOOL RESPONSIBILITIES**

- a) Student Uniforms. Students shall wear uniforms designated by FACILITY and SCHOOL.
- b) Rules and Regulations. Students shall be subject to the rules and regulations of FACILITY and SCHOOL.
- c) Discrimination. Neither party to this Agreement shall employ discriminatory practices in its performance hereunder on the basis of ethnicity, religion, sexual identity, national origin, ancestry, age or physical handicap.
- d) Student Selection. SCHOOL shall be responsible for the selection, testing, placement and/or removal and final grading of each student placed with FACILITY.

- e) Health Certification and Other Requirements. It is the policy of Country Villa that employees shall not be in a condition that poses a direct threat to the health and safety of co-workers, guests or residents, the effectiveness or level of their job performance, or the safe and efficient operation of Country Villa. SCHOOL agrees to place only students who fulfill the SCHOOL'S and FACILITY'S employment, health and vaccination requirements, including drug screening, fingerprinting, criminal background checks and Social Security Number verification. SCHOOL shall provide student with an authorization to release the results of student drug screen and the results of the required criminal background check to FACILITY.

SCHOOL shall ensure that students are aware that Country Villa has a policy against the possession, consumption, purchase, sale, distribution or being under the influence of any drugs or alcohol while on Country Villa premises or while conducting business for Country Villa off-site. Students must not report to work with the odor of alcohol on the breath.

SCHOOL shall ensure that students participate in training at FACILITY and maintain at all times health certification required by governmental agencies regulating FACILITY. SCHOOL shall provide Administrator of FACILITY proof of SCHOOL compliance with this paragraph.

- f) Instructors. SCHOOL shall provide one instructor for not more than 15 students.
- g) Required Instruction. SCHOOL shall provide instruction required in the program unless in specific instances other provisions are made and are mutually satisfactory to SCHOOL and FACILITY.
- h) Student Schedules. SCHOOL shall determine the required number of hours of clinical experience for students. The selection of time, days and patients for individual students shall be made by the instructor in concurrence with appropriate FACILITY personnel. All plans for observation and/or clinical experience shall be subject to the approval of FACILITY.

#### 4. FACILITY RESPONSIBILITIES

- a) Patient Care. FACILITY shall retain ultimate control and responsibility for supervision of patient care.
- b) Education. FACILITY shall provide such experience and observational opportunities as are of educational value.
- c) Classroom. FACILITY shall provide adequate classroom and conference room space for faculty and students if available.

- d) Health Care. FACILITY shall provide first-aid treatment to student and/or instructors needing such care but shall not be obligated to furnish any other medical or surgical services to any student or instructor. The FACILITY may, upon request, require that any student returning from an absence caused by illness or injury be cleared by a physician.
- e) Staff. FACILITY shall not decrease the normal number of its staff as a result of the assignment of students.
- f) Discontinuance of Student Assignment. FACILITY may, at any time, require the discontinuance of the assignment of a student. SCHOOL understands that by the FACILITY'S utilization of students, it does not promise or guaranty that it will hire/employ or utilize a particular student or students from SCHOOL.

## 5. INSURANCE AND INDEMNITY

Both parties shall maintain such insurance as will fully protect either party from any and all claims of any nature for damage to property and from personal injury, including death, made by anyone which may arise from the services provided under this Agreement, by either party, any subcontractor party, or by anyone directly or indirectly engaged or employed by either of them.

SCHOOL shall submit to FACILITY prior to the effective date of this Agreement, a copy of a policy or certificate of insurance issued by an insurer licensed to do business in this jurisdiction and acceptable to FACILITY, indicating that SCHOOL has complete liability insurance coverage, including coverage for any acts of professional malpractice as well as Workers' Compensation Insurance in an amount sufficient to cover SCHOOL'S students. Such insurance shall be in amounts reasonably satisfactory to the FACILITY, but shall not be less than One Million Dollars (\$1,000,000.00) per person or incident up to Three Million Dollars (\$3,000,000.00) aggregate per year, and One Hundred Thousand (\$100,000.00) each occurrence property damage coverage. Said policies shall name FACILITY as an additional insured, and shall provide that the insurer will not cancel said policy of insurance without giving FACILITY thirty (30) days advance written notice. SCHOOL'S insurance shall be primary.

SCHOOL shall save, indemnify and hold FACILITY harmless of and from any and all liability, loss, costs and expenses incurred directly or indirectly from any act or omission by SCHOOL, its agents, employees, students, or invitees from any cause arising from or relating to SCHOOL's performance under this Agreement.

FACILITY shall save, indemnify and hold SCHOOL harmless of and from any and all liability, loss, costs and expenses incurred directly or indirectly from any act or omission by FACILITY, its agents, employees or invitees from any cause arising from or relating to FACILITY's performance under this Agreement.

FACILITY and SCHOOL will each maintain full responsibility for Workers' Compensation coverage of its own employees, in accordance with the State law. SCHOOL shall maintain full responsibility for Workers' Compensation coverage of its students. SCHOOL will indemnify and hold FACILITY harmless from any claim by student against FACILITY under California Worker's Compensation law.

#### **6. EQUIPMENT AND SUPPLIES**

SCHOOL shall provide and transport office equipment required by the SCHOOL. When SCHOOL uses equipment and/or supplies provided by the FACILITY, SCHOOL shall use such equipment and supplies properly and be solely responsible for injuries or damages resulting from any misuse. In addition, SCHOOL shall notify FACILITY promptly in writing whenever equipment or supplies provided by FACILITY and used by SCHOOL for providing services need repair or replacement. When SCHOOL uses own personal equipment or supplies, SCHOOL agrees to save, indemnify and hold FACILITY harmless of and from the use, misuse or failure of such equipment or supplies. SCHOOL shall maintain personal equipment or supplies in good operating condition and repair and in accordance with manufacturer's recommendations and all applicable Federal, State and local laws.

#### **7. COMPLIANCE WITH LAWS**

SCHOOL and its employees, agents and representatives shall at all times provide the services hereunder in accordance with all applicable Federal, State and local laws and regulations including, without limitation, all licensure and certification requirements applicable to the FACILITY and the services, as well as all bylaws, rules and regulations of the FACILITY.

#### **8. LICENSURE**

SCHOOL represents and warrants that it, and each of its employees, agents and representatives who will provide any of the services hereunder, possesses and shall maintain throughout the term of this Agreement all necessary licenses, permits, certifications, registrations and similar items as each is required to maintain by law or by the requirements of Medicare, Medi-Cal, or any other applicable payor to provide such services.

#### **9. CODE OF CONDUCT**

SCHOOL represents and warrants that it has read and understands FACILITY'S corporate code of conduct and shall comply with such code in all respects with regard to its performance under this Agreement. SCHOOL further represents and warrants that it has provided a copy of its own corporate code of conduct to FACILITY and that SCHOOL shall comply with such code in all respects with regard to its performance under this Agreement.

## 10. JEOPARDY

Notwithstanding the foregoing, in the event the performance by either party of any term of this Agreement results in a "Jeopardy Event," then the parties shall use their best efforts to meet as soon as possible and negotiate an amendment to this Agreement to remove or negate the effect of the Jeopardy Event. In the event the parties are unable to negotiate such an amendment with five (5) days following written notice by either party of the Jeopardy Event, either party may terminate this Agreement immediately upon written notice, notwithstanding any severability provisions to the contrary. For the purposes of this Agreement "Jeopardy Event" means:

- a) Jeopardy to:
  - (1) The licensure, certification or full accreditation (if applicable) of FACILITY, or any health care FACILITY owned, operated or managed by FACILITY or SCHOOL, or by any affiliates of either party (collectively, "Relevant Facilities"); or
  - (2) The participation in, or reimbursement from, Medicare, Medi-Cal or other reimbursement or payment programs of either party hereto or of any of the Relevant Facilities; or
- b) The financial relationship created by this Agreement interferes with any physician's or resident's freedom of choice with regard to the selection or use of any of the Relevant Facilities; or
- c) For any other reason performance under this Agreement violates any statute, ordinance, or is otherwise deemed illegal by any final court order or any recognized body, agency, or association in the long term care field.

## 11. FEDERAL AND STATE HEALTHCARE PROGRAM PARTICIPATION

SCHOOL represents and warrants that neither SCHOOL, nor any of its owners or managers, nor any SCHOOL employee or agent or student who will provide services under this Agreement ("Employee") is excluded or has been excluded at any time from participation in any Federal or State health care program, including without limitation Medicare and Medicaid (Medi-Cal). SCHOOL hereby agrees to notify FACILITY immediately in writing of any threatened, proposed, or actual exclusion of SCHOOL or any SCHOOL employee or student from any Federal or State health care program. Notwithstanding any other provision to the contrary in this Agreement, in the event that SCHOOL or any SCHOOL employee or student is excluded from participation in any Federal or State health care program at any time during the term of this Agreement, or if at any time after the effective date of this Agreement, it is determined that SCHOOL or any SCHOOL employee or student is in violation of this Section, this Agreement shall, as of the effective date of such exclusion, automatically terminate upon written notice by FACILITY, unless (i) it is a SCHOOL employee or student and not SCHOOL itself that has been so excluded, and (ii) SCHOOL immediately removes the excluded employee(s) from providing services at the FACILITY.

## 12. CONFIDENTIALITY

- a) SCHOOL agrees to respect and abide by all Federal, State and local laws pertaining to confidentiality and disclosure with regard to all information and records obtained or reviewed in the course of providing services to FACILITY residents.
- b) SCHOOL covenants that it shall not, and shall cause each of its SCHOOL personnel or students not to, directly or indirectly, use for its/his/her own benefit or account, or divulge or disclose to any person, corporation, partnership or other entity, any Confidential Information (as hereinafter defined) of FACILITY or of FACILITIES. "Confidential Information" means all information or material which (i) gives FACILITY or FACILITIES some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of FACILITY or FACILITIES or (ii) which is owned by FACILITY or FACILITIES or in which either of them has an interest; or (iii) which is either (A) marked "Confidential Information," "Proprietary Information" or other similar marking, (B) known by SCHOOL to be considered confidential and proprietary by FACILITY or FACILITIES or (C) from all the relevant circumstances should reasonably be assumed by SCHOOL or any of its personnel or students to be confidential and proprietary to FACILITY or FACILITIES.

Notwithstanding the above, however, no information constitutes Confidential Information if it is publicly known and in the public domain, other than as a result of disclosure by SCHOOL or any of its personnel or students.

- c) The foregoing provisions of this Section shall not prohibit either party from complying with any law or court order compelling disclosure of any Confidential Information or any of the terms hereof, provided that the disclosing party provides prior written notice to the other party of such compulsion to disclose.
- d) SCHOOL agrees that in the event of any violation of this Section, monetary damages would be insufficient to make FACILITY whole for harm suffered and that FACILITY shall therefore be entitled to injunctive relief. SCHOOL further agrees to waive any allegation or defense that monetary damages would be sufficient in the event FACILITY seeks injunctive relief under this Section.

## 13. ATTORNEY'S FEES

If suit is brought to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover such sums as the court may fix as costs and reasonable attorney's fees, in addition to any other relief to which it may be entitled.

#### 14. NOTICES

Any notice required to be provided to any party to this Agreement shall be in writing and shall be considered effective three (3) days after the date of deposit with the United States Postal Service by certified or registered mail, first class postage prepaid, return receipt requested, and addressed to the party as follows:

If to COUNTRY VILLA:      COUNTRY VILLA HEALTH SERVICES  
5120 W. Goldleaf Circle, Suite 400  
Los Angeles, CA 90056  
Attention: Legal Department

If to SCHOOL:              MADERA ADULT SCHOOL  
955 West Pecan Avenue  
Madera, CA 93637

#### 15. NON-ASSIGNABILITY

Neither this Agreement nor any of the duties or obligations of SCHOOL hereunder shall be assigned or delegated by SCHOOL without the prior written consent of FACILITY.

#### 16. MISCELLANEOUS


- 16.1 This Agreement supersedes all previous agreements, oral or written, between the parties and embodies the complete Agreement between the parties. This Agreement may only be amended or modified by written agreement signed by both parties.
- 16.2 Governing Law. This Agreement shall be governed by California Law.
- 16.3 Amendment. This Agreement may not be amended in any manner except by written instrument signed by both parties.
- 16.4 Waiver. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained.
- 16.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.
- 16.6 Counterparts. This Agreement may be executed in counterparts.



Country Villa  
Health Services

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto on the dates indicated below:

FACILITY: COUNTRY VILLA HEALTH SERVICES

By:   
John R. Chandar Jr., MBA NHA  
Administrator  
Country Villa Madera  
Date: 9.10.12

SCHOOL: MUSD/MADERA ADULT SCHOOL

By: \_\_\_\_\_  
Ricardo Arredondo  
President, Board of Education  
Date: \_\_\_\_\_



**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

**Subject:** Request approval of Contract between Madera Unified School District and Madera County Workforce Investment Board/Workforce Development Office to administer a real world math class for Workforce Development Office clients.

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

**Agenda Placement:** Consent

**Background/ rationale:**

- The Workforce Assistance Center is designed to help local jobseekers to get the services they need to obtain employment and relies heavily on local partnerships to help clients with job placement, education, training, and other services to help reach their employment goals. Over the years, Madera Adult School has developed a strong partnership with the Workforce Assistance Center by mutually referring clients and brokering resources as deemed appropriate.
- The Workforce Assistance Center is working with a group of clients who recently completed a pre-apprenticeship program through the Fresno-Madera Electrical Workers union. These students will be moving into other pre-apprenticeship programs (i.e., electrical, plumbing, or sheet metal), and they need to have solid foundation on math skills.
- Madera Adult School will provide a world math class to client's participating in the Workforce Development Office programs for a maximum of 20 individuals per class. The world math class will concentrate on the context of construction and skilled trades to help develop student's math skills in the area of whole numbers, fractions, decimals, integers, rational numbers, exponents, units and measurements, algebra essentials, equations formulas and inequalities, percentages, geometry basics, and trigonometry basics. Duration of contract: October 2 – November 8, 2012.

**Financial impact:**

- Generates income for Community Education. Total amount of contract \$2,400.00

**Superintendent's recommendation:**

- The Superintendent recommends the Board approve the Contract with Madera County Workforce Investment Board/Workforce Development Office to provide a real world math class for Workforce Development Office clients.

**Supporting documents attached:**

- Contract.

## **CONTRACT FOR SERVICES**

This AGREEMENT made this 25th day of September 2012, between:

Madera County Workforce Investment Board/Workforce Development Office,  
having principal place of business at 441 East Yosemite Avenue, Madera, CA  
93637

and

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

### **ARTICLE 1. TERM OF CONTRACT**

Section 1.01. This agreement will become effective on October 2, 2012, and will continue in effect through November 8, 2012 unless terminated in accordance with the provisions of this agreement.

### **ARTICLE 2. INDEPENDENT CONTRACTOR STATUS**

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

### **ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR**

Madera Adult School shall provide specialized Community Education/Enrichment classes to suit the educational needs of the Madera County Workforce Investment Board/Workforce Development Office clients, within the County of Madera:

Section 3.01. Contractor agrees to provide a world math class to client's participating in the Workforce Development Office programs for a maximum of 20 individuals per class. The world math class will concentrate on the context of construction and skilled trades to help develop student's mathematics skills in the area of whole numbers, fractions, decimals, integers, rational numbers, exponents, units and measurements, algebra

essentials, equations formulas and inequalities, percentages, geometry basics, and trigonometry basics. Classes will be provided as follows:

Six independent real world math sessions of two (2) hours each. Classes will be held at the Madera Adult School on Tuesday and Thursday (6:00 to 8:00 pm). All students will be given a CASAS pre and post-test.

#### *Method of Performing Services*

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

#### *Employment of Assistants*

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

#### *Place of Work*

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

### **ARTICLE 4. COMPENSATION**

Section 4.01. In consideration for the services to be performed by Contractor, Madera County Workforce Investment Board/Workforce Development Office agrees to pay Contractor: A total contract amount not to exceed \$2,400.00.

#### *Invoices*

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

#### *Method of Payment of Compensation*

Section 4.03. Upon receipt of invoice at conclusion of services, Madera County Workforce Investment Board/Workforce Development Office shall pay the invoice within 30 days.

#### *Expenses*

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

### **ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

#### *Assignment*

Section 5.01. Neither this agreement nor any duties or obligations under this agreement may be assigned by Contractor without the prior written consent of Madera County Workforce Investment Board/Workforce Development Office.

#### *State and Federal Taxes*

Section 5.02. As Contractor is not a Madera County Workforce Investment Board/Workforce Development Office employee, Contractor is responsible for paying all required state and federal taxes.

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

### **ARTICLE 6. REVISION OR TERMINATION OF AGREEMENT**

Section 6.01. Should either Madera County Workforce Investment Board/Workforce Development Office or Contractor wish to revise or terminate this agreement, party may revise or terminate this agreement upon the giving of seven days written notice to the other party.

**ARTICLE 7. GENERAL PROVISIONS**

*Entire Agreement of the Parties*

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

*Partial Invalidity*

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

*Attorney’s Fees*

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

*Governing Law*

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

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

**CONTRACTOR:**

**Madera Unified School District/  
Madera Adult School**

**Madera County Workforce Investment Board /  
Workforce Development Office**

BY: \_\_\_\_\_  
**Dr. Anthony A. Monreal  
Deputy Superintendent**

BY: \_\_\_\_\_  
**Elaine Craig  
Executive Director**



**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

**Subject:** Approval of July 31, 2012 Student Body Statement of Club Trust Accounts

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

**Agenda Placement:** Consent

**Background/ rationale:**

Income and expenditures for the Student Body Statement of Club Trust Accounts for Madera High School, Madera South High School, and Eastin Arcola High School for July 1, 2012 through July 31, 2012.

The following information is being provided for each club:

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

**Financial impact:**

None

**Superintendent's recommendation:**

Superintendent recommends approval of the July 31, 2012 Student Body Statement of Club Trust Accounts.

**Supporting documents attached:**

Account Analysis Report for July 1, 2012 through July 31, 2012 for:

- Madera High School
- Madera South High School
- Eastin Arcola High School

**ACCOUNT ANALYSIS REPORT - SUMMARY WITH ENCUMBRANCES**

Date Range: 7/1/2012 through 7/31/2012  
 Account Range: 40-2010-00-00 through 40-6310-90-00

ACCOUNT # AND DESCRIPTION	BEGINNING BALANCE	INCOME	EXPENSE	TRANSFERS	ACTUAL BALANCE	ENCUMBERED AMOUNT	ENCUMBERED BALANCE
<b>Other Accounts</b>							
40-2010-00-00 A/P ENCUMBRANCES	22.00				22.00		22.00
40-2204-40-00 MHS SCHOOL IDENTIFICATION	757.31				757.31		757.31
40-2205-50-00 BLACK STUDENT UNION	220.55				220.55		220.55
40-2206-50-00 BLUE CREW	648.44				648.44	648.00	0.44
40-2207-30-00 GYMNASTICS	70.21				70.21		70.21
40-2209-40-00 LINK CREW	26.65				26.65		26.65
40-2212-20-00 CLASS OF 2012	2,669.78				2,669.78		2,669.78
40-2213-20-00 CLASS OF 2013	6,810.14		18.13		6,792.01		6,792.01
40-2214-20-00 CLASS OF 2014	1,034.54				1,034.54		1,034.54
40-2215-20-00 CLASS OF 2015	261.00				261.00		261.00
40-2241-50-00 FCCLA GRANT	1,250.00				1,250.00		1,250.00
40-2249-50-00 M.A.Y.A. LEADERSHIP CONFERENCE	2,500.00				2,500.00		2,500.00
40-2301-50-00 ASIAN AMERICAN CLUB	776.32				776.32		776.32
40-2302-50-00 ACADEMIC EXPLORATION	2,048.65				2,048.65		2,048.65
40-2303-50-00 LITERARY MAGAZINE	921.90				921.90		921.90
40-2304-30-10 COYOTE WATER SPORTS-BOYS	380.87				380.87		380.87
40-2304-30-20 COYOTE WATER SPORTS-GIRLS	721.89				721.89		721.89
40-2305-60-00 BAND	591.67				591.67		591.67
40-2306-30-10 COYOTE TENNIS-BOYS	735.90				735.90		735.90
40-2306-30-20 COYOTE TENNIS-GIRLS	172.26				172.26		172.26
40-2308-30-20 BLOCK M GIRLS	4,374.43				4,374.43		4,374.43
40-2309-50-00 BLUE & WHITE	394.38				394.38		394.38
40-2310-30-00 ATHLETIC SUPPLIES	36.57				36.57		36.57
40-2310-60-00 COLORGUARD	537.00				537.00		537.00
40-2311-50-00 MADERAN	3,293.60				3,293.60		3,293.60
40-2312-60-00 PIANO/GUITAR	322.83				322.83		322.83
40-2313-40-00 STUDENT GOVERNMENT GENERAL	19,824.05	26.49	154.99		19,695.55	15,642.30	4,053.25
40-2314-40-00 MHS ASB - TRANSFERS ONLY	1,095.61				1,095.61		1,095.61
40-2315-70-00 PEP & CHEER UNIFORMS	348.42				348.42		348.42
40-2317-50-00 INDOPAK	1,329.40				1,329.40		1,329.40
40-2318-50-00 C.S.F.	1,791.12				1,791.12		1,791.12
40-2319-60-00 CHOIR	526.06				526.06		526.06
40-2319-60-40 CHOIR-MUSICALS	723.00				723.00		723.00
40-2320-50-00 GLEE CLUB	1,071.10				1,071.10		1,071.10
40-2321-30-10 BASKETBALL-BOYS	149.80		24.10		125.70		125.70



**ACCOUNT ANALYSIS REPORT - SUMMARY WITH ENCUMBRANCES**

Date Range: 7/1/2012 through 7/31/2012  
 Account Range: 40-2010-00-00 through 40-6310-90-00

ACCOUNT # AND DESCRIPTION	BEGINNING BALANCE	INCOME	EXPENSE	TRANSFERS	ACTUAL BALANCE	ENCUMBERED AMOUNT	ENCUMBERED BALANCE
40-2321-30-20 BASKETBALL-GIRLS	221.85				221.85		221.85
40-2323-30-00 CROSS COUNTRY-BOYS & GIRLS	4,122.65				4,122.65	500.00	3,622.65
40-2324-30-00 COYOTE FOOTBALL	37.15				37.15		37.15
40-2325-30-20 SOCCER-GIRLS	383.47				383.47		383.47
40-2327-30-00 COYOTE SOFTBALL	196.57				196.57		196.57
40-2330-50-00 MADERA HIGH BOWLING CLUB	1,202.04				1,202.04		1,202.04
40-2331-30-00 COYOTE TRACK	1,793.64				1,793.64		1,793.64
40-2332-30-10 VOLLEYBALL-BOYS	359.89				359.89		359.89
40-2332-30-20 VOLLEY-GIRLS	88.71				88.71		88.71
40-2334-30-00 GOLF	38.05				38.05		38.05
40-2335-30-00 WRESTLING	92.32				92.32		92.32
40-2337-50-00 FUTURE TEACHERS	1,773.64				1,773.64		1,773.64
40-2338-50-00 COYOTE DRAMA PRODUCTIONS	4,996.14		8.72		4,987.42		4,987.42
40-2339-40-00 EXECUTIVE COUNCIL	1,144.31				1,144.31		1,144.31
40-2340-50-00 FORENSICS	417.00				417.00		417.00
40-2341-50-00 F.B.L.A.	615.20				615.20		615.20
40-2342-50-00 INCLUSION	170.58				170.58		170.58
40-2343-50-00 FCCLA GENERAL ACTIVITIES	1,199.44				1,199.44		1,199.44
40-2345-30-00 P.E. UNIFORMS (GIRLS/BOYS)	379.30				379.30		379.30
40-2345-80-00 STUDENT STORE	5,691.71				5,691.71		5,691.71
40-2346-30-00 P.E. LOCKS ONLY	14.00				14.00		14.00
40-2348-50-00 MEXICAN AMERICAN CLUB	1,205.71				1,205.71		1,205.71
40-2349-50-00 M.A.Y.A. CLUB	1,459.35				1,459.35		1,459.35
40-2351-50-00 TEEN PARENT CLUB	299.23				299.23		299.23
40-2352-50-00 SCIENCE CLUB	2,881.23				2,881.23		2,881.23
40-2354-50-00 IMPACT CLUB	109.45				109.45		109.45
40-2359-50-00 V.I.C.A.	769.28				769.28		769.28
40-2360-50-00 V.I.C.A.-WOOD	4,522.53				4,522.53		4,522.53
40-2361-50-00 V.I.C.A.-METAL	1,306.80				1,306.80		1,306.80
40-2362-50-00 V.I.C.A. ARCHITECTURE	207.35				207.35		207.35
40-2363-50-00 V.I.C.A. AUTO SHOP	1,355.44				1,355.44		1,355.44
40-2364-50-00 V.I.C.A.-ELECTRONICS	208.11				208.11		208.11
40-2366-50-00 SPECIAL ED/R.S.P.	1,043.55				1,043.55		1,043.55
40-2367-50-00 SCIENCE OLYMPIAD CLUB	46.85				46.85		46.85
40-2369-50-00 HINTON'S HISTORIANS	46.80				46.80		46.80
40-2370-50-00 ART CLUB	1,179.90				1,179.90		1,179.90

**ACCOUNT ANALYSIS REPORT - SUMMARY WITH ENCUMBRANCES**

Date Range: 7/1/2012 through 7/31/2012  
 Account Range: 40-2010-00-00 through 40-6310-90-00

ACCOUNT # AND DESCRIPTION	BEGINNING BALANCE	INCOME	EXPENSE	TRANSFERS	ACTUAL BALANCE	ENCUMBERED AMOUNT	ENCUMBERED BALANCE
40-2371-50-00 FASHION DESIGN CLUB	5,704.12				5,704.12		5,704.12
40-2376-50-00 MHS ROBOTICS	706.04				706.04		706.04
40-2385-50-00 OPPORTUNITY CLUB	33.00				33.00		33.00
40-2391-40-00 ACTIVITIES PASS DEPOSITS	432.40		16.94		415.46		415.46
40-2392-40-00 E T EXTRAVAGANZA	2,016.01				2,016.01		2,016.01
40-2646-70-00 PEP & CHEER WINTER FORMAL ONLY	1,667.82		30.35		1,637.47		1,637.47
40-5101-10-00 STUDENT GOVT SCHOLARSHIP	3,757.26				3,757.26		3,757.26
40-5102-10-00 ALBONICO SCHOLARSH	9,199.50	0.90			9,200.40		9,200.40
40-5104-10-00 FCCLA SCHOLARSHIP	295.88				295.88		295.88
40-5105-10-00 RAY POOL SCHOLARSHIP	44.37				44.37		44.37
40-5107-10-00 JACK DESMOND SCHOLARSHIP	120.00				120.00		120.00
40-5108-10-00 SCHOOL OF BUSINESS SCHOLARSHIP	500.00				500.00		500.00
40-5109-10-00 ESPERANZA SCHOLARSHIP	255.08				255.08		255.08
40-5111-10-00 MICHAEL A WONG CLASS/1985 SCHL	3,450.00				3,450.00		3,450.00
40-5113-10-00 JON HINTON MEMORIAL SCHOLARSHIP	500.00				500.00		500.00
40-5114-10-00 KELLY ROBERTS MEMORIAL	120.00				120.00		120.00
40-5206-10-00 JOAN DAVIS MEMORIAL SCHOLARSH	1,925.00				1,925.00		1,925.00
40-5300-10-00 DAVE SCHOETTLE MEMORIAL SCHLR	1,040.00				1,040.00		1,040.00
40-5314-10-00 RODGER SCOTT MEMORIAL SCHLRSH	600.00				600.00		600.00
<b>Total Other Accounts</b>	<b>132,383.17</b>	<b>27.39</b>	<b>253.23</b>	<b>0.00</b>	<b>132,157.33</b>	<b>16,790.30</b>	<b>115,367.03</b>

**ACCOUNT ANALYSIS REPORT - SUMMARY WITH ENCUMBRANCES**

Date Range: 7/1/2012 through 7/31/2012  
 Account Range: 49-2010-00-00 through 49-5230-10-00

ACCOUNT # AND DESCRIPTION	BEGINNING BALANCE	INCOME	EXPENSE	TRANSFERS	ACTUAL BALANCE	ENCUMBERED AMOUNT	ENCUMBERED BALANCE
<b>Other Accounts</b>							
49-2208-30-00 TABLE TENNIS	258.89				258.89		258.89
49-2211-20-00 CLASS OF 2011	762.80				762.80		762.80
49-2212-20-00 CLASS OF 2012	733.40				733.40		733.40
49-2213-20-00 CLASS OF 2013	16,782.29		47.66		16,734.63		16,734.63
49-2214-20-00 CLASS OF 2014	4,508.05				4,508.05		4,508.05
49-2215-20-00 CLASS OF 2015	729.04				729.04		729.04
49-2242-50-00 F.F.A. ACTIVITIES	8,158.39		707.55	(150.00)	7,300.84	1,354.41	5,946.43
49-2243-50-00 F.F.A.-NATIONALS	300.00			150.00	450.00		450.00
49-2244-50-00 F.F.A. FARM EQUIPMENT	3,262.01				3,262.01		3,262.01
49-2245-50-00 F.F.A. PLANTS	4,049.31				4,049.31		4,049.31
49-2246-50-00 F.F.A. HORSE	494.60				494.60		494.60
49-2247-50-00 F.F.A. MATERIALS	7,775.46		1,230.19		6,545.27		6,545.27
49-2248-50-00 F.F.A. ORNAMENTAL HORTICULTURE	12,962.02		217.30		12,744.72	6,225.20	6,519.52
49-2249-50-00 F.F.A. COMPETITIONS	208.45				208.45		208.45
49-2250-50-00 FFA B.I.G.	505.77				505.77	275.00	230.77
49-2251-50-00 FFA WEST FRESNO/MADERA SECTION	8,272.55				8,272.55		8,272.55
49-2304-50-00 AWAKENING CLUB	226.80				226.80		226.80
49-2305-60-00 BAND	246.95				246.95		246.95
49-2306-50-00 BLACK STUDENT UNION	1,555.25				1,555.25		1,555.25
49-2308-30-10 BLOCK S BOYS	1,249.21				1,249.21		1,249.21
49-2308-30-20 BLOCK S GIRLS	100.04				100.04		100.04
49-2309-50-00 THE SPUR (YEARBOOK)	720.00				720.00		720.00
49-2313-40-00 STUDENT GOVERNMENT GENERAL	6,372.31	3.76	148.10		6,227.99	1,139.47	5,088.52
49-2314-40-00 STDNT GOVRNMT PARKING PERMITS	634.60				634.60		634.60
49-2316-70-00 PEP & CHEER GENL FUND RAISER	1,274.77		31.16		1,243.61	1,240.70	2.91
49-2318-50-00 C.S.F.	4,959.91				4,959.91		4,959.91
49-2319-60-00 CHOIR	718.97				718.97		718.97
49-2320-30-00 STALLION BASEBALL	333.59				333.59		333.59
49-2320-50-00 FCA CLUB	3.89				3.89		3.89
49-2325-30-20 SOCCER-GIRLS	265.83				265.83		265.83
49-2327-30-00 STALLION SOFTBALL	37.01				37.01		37.01
49-2329-30-00 STALLION TENNIS	192.40				192.40		192.40
49-2330-50-00 YEARBOOK CLUB	1,576.17				1,576.17	500.00	1,076.17
49-2336-50-00 STALLION THEATRICAL COMPANY	20,700.88				20,700.88	3,154.00	17,546.88
49-2340-50-00 F.B.L.A.	683.74				683.74		683.74

**ACCOUNT ANALYSIS REPORT - SUMMARY WITH ENCUMBRANCES**

Date Range: 7/1/2012 through 7/31/2012  
 Account Range: 49-2010-00-00 through 49-5230-10-00

ACCOUNT # AND DESCRIPTION	BEGINNING BALANCE	INCOME	EXPENSE	TRANSFERS	ACTUAL BALANCE	ENCUMBERED AMOUNT	ENCUMBERED BALANCE
49-2343-50-00 CLASS (FCCLA)	352.88				352.88		352.88
49-2344-30-00 STALLION P.E.(GIRLS/BOYS)	6,625.41				6,625.41		6,625.41
49-2345-80-00 STUDENT STORE	1,382.53				1,382.53		1,382.53
49-2352-50-00 SCIENCE CLUB	2,962.40				2,962.40		2,962.40
49-2355-50-00 MSHS VIDEO CLUB	1,065.23				1,065.23		1,065.23
49-2358-50-00 SOBER GRAD	985.26				985.26		985.26
49-2370-50-00 ART CLUB	3,088.61				3,088.61		3,088.61
49-2373-50-00 CLUB CHIC	1,233.15				1,233.15		1,233.15
49-2375-50-00 STALLION CLUB	1,018.08				1,018.08		1,018.08
49-2376-50-00 AVID-COLLEGE CLUB	1,072.13				1,072.13		1,072.13
49-2378-50-00 RAINBOW ALLIANCE	1,763.70				1,763.70		1,763.70
49-2380-50-00 BOWLING CLUB	305.67				305.67		305.67
49-2382-50-00 Indo Krew Club	553.98				553.98		553.98
49-2385-50-00 OPPORTUNITY CLUB	4,332.54				4,332.54		4,332.54
49-2390-50-00 H.O.S.A	1,781.58				1,781.58		1,781.58
49-5210-10-00 AUDREY POOL SCHOLARSHIP	500.00				500.00		500.00
49-5225-10-00 F.F.A. MEMORIAL FUND	2,265.00				2,265.00		2,265.00
<b>Total Other Accounts</b>	<b>142,903.50</b>	<b>3.78</b>	<b>2,381.96</b>	<b>0.00</b>	<b>140,525.32</b>	<b>13,888.78</b>	<b>126,636.54</b>

**ACCOUNT ANALYSIS REPORT - SUMMARY WITH ENCUMBRANCES**

Date Range: 7/1/2012 through 7/31/2012  
 Account Range: 57-2010-00-00 through 57-2350-50-00

ACCOUNT # AND DESCRIPTION	BEGINNING BALANCE	INCOME	EXPENSE	TRANSFERS	ACTUAL BALANCE	ENCUMBERED AMOUNT	ENCUMBERED BALANCE
<b>Other Accounts</b>							
57-2313-40-00 STUDENT GOVERNMENT GENERAL	465.03				465.03		465.03
57-2340-50-00 LEADERSHIP	3,083.47				3,083.47		3,083.47
57-2350-50-00 CAL SAFE	5,025.07				5,025.07		5,025.07
<b>Total Other Accounts</b>	<b>8,573.57</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,573.57</b>	<b>0.00</b>	<b>8,573.57</b>



**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

**Subject:** Approval of July 31, 2012 Financial Report

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

**Agenda Placement:** Consent

**Background/ rationale:**

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

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

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

The Cash Flow Statement is a statement of General Fund actual revenues, expenditures, and cash balance through July 31, 2012 and projected revenues, expenditures, and cash balance through June 30, 2013.

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

**Financial impact:**

See Balance Sheet attached.

**Superintendent's recommendation:**

Superintendent recommends approval of the July 31, 2012 Financial Report.

**Supporting documents attached:**

Combined Balance Sheet as of July 31, 2012  
General Fund Cash Flow & Chart through July 31, 2012  
Revenue Pie Chart by Funding Source  
Expenditure Chart by Object Code

Combined Balance Sheet - All Fund Types - July 31, 2012

Acct Code	Fund 01 General Fund	Fund 11 Adult Education	Fund 12 Child Development	Fund 13 Child Nutrition	Fund 14 Deferred Maintenance	Fund 21 Building Fund Bond Proceeds	Fund 25 Developer Fees	Fund 27 Redevelopment Agency
ASSETS:								
1. Cash								
a) In County Treasury	25,769,963.52	502,415.12	(74,033.69)	5,165,486.70	516,412.05	13,678,889.50	4,894,976.75	389,495.58
b) Fair Value Adj to Cash in Cnty Treas								
c) in Revolving Fund	28,000.00	1,509.35		3,140.00				
d) with Fiscal Agent								
e) Collections Awaiting/Clearing				11,197.65				
2. Investments								534.47
3. Accounts Receivable	16,827,890.91	132,919.29	272,171.55	205,108.62				
4. Due from Other Funds	139,540.68	684.21		600.99	1,767.00			
5. Stores Accounts	474,899.44			200,844.77				
6. Prepaid Expenditures								
7. Other Current Assets								
Total Assets	\$ 43,240,294.55	\$ 637,497.97	\$ 198,137.86	\$ 5,596,458.73	\$ 518,179.05	\$ 13,678,889.50	\$ 4,894,976.75	\$ 389,030.05
Revenue Budget	\$ 136,275,701.00	\$ 984,777.00	\$ 1,488,586.00	\$ 10,537,505.00	\$ 661,731.00	\$ 4,488,874.00	\$ 1,205,606.00	\$ 637,543.00
Less: Revenue Received to Date	(1,837,531.17)			(50,151.98)			(69,988.25)	
Total Assets	\$ 177,678,464.38	\$ 1,622,274.97	\$ 1,686,723.86	\$ 16,073,811.75	\$ 1,179,910.05	\$ 18,167,863.50	\$ 6,030,584.50	\$ 1,026,573.05
LIABILITIES AND FUND BALANCE:								
Liabilities:								
1. Accounts Payable	413,383.65	280.09	(51.00)	(0.52)				
2. Holding Accounts - Benefits	2,701,705.39	4,241.10	3,779.29	12,539.82			609.79	
3. Federal Tax Holding								
4. Use Tax Liability	529.20			(140.28)				
5. Other Current Liabilities	(1,007.22)							
6. Deferred Payroll	3,357,244.03							
7. Due to Other Funds/Current Loans	3,105.17	566.84	129,773.15	9,200.69		9,537.55		
8. Deferred Revenue								
Total Liabilities	\$ 6,474,960.22	\$ 5,088.03	\$ 133,501.44	\$ 21,599.71	\$ -	\$ 9,537.55	\$ 609.79	\$ -
Expense Budget	\$ 149,285,817.00	\$ 1,410,828.00	\$ 1,565,737.00	\$ 9,485,047.00	\$ 897,496.00	\$ 15,150,196.00	\$ 1,392,513.00	\$ 634,470.00
Less: Expenditures to Date	(4,702,059.84)	(19,873.90)	(12,514.25)	(144,743.98)	(35,050.00)		(10,253.01)	
Total Liabilities	\$ 151,058,717.38	\$ 1,396,042.13	\$ 1,686,724.19	\$ 9,341,902.73	\$ 862,446.00	\$ 15,150,196.00	\$ 1,382,260.78	\$ 634,470.00
Adjustment for Restatements								
Projected Ending Balance	\$ 26,619,747.00	\$ 226,232.84	\$ (0.33)	\$ 6,731,909.02	\$ 317,464.05	\$ 3,007,829.95	\$ 4,647,714.72	\$ 392,103.05
Total Liabilities and Fund Balance	\$ 177,678,464.38	\$ 1,622,274.97	\$ 1,686,723.86	\$ 16,073,811.75	\$ 1,179,910.05	\$ 18,167,863.50	\$ 6,030,584.50	\$ 1,026,573.05
Nonspendable: Revolving Cash, Stores, Prepd Exp.	502,899	1,509		203,985				
Restricted: C/O - Entitlements/Local Projects			(0)	6,527,924		3,007,830	4,647,715	392,103
Committed:		224,723			317,464			
Assigned: C/O - Other/ Tier III/Equip Rplcmnt	2,781,027							
G.A.S.B. 16	924,177							
Reserve for Economic Uncertainties	4,478,575							
Unassigned/Unappropriated Amount	17,933,069							

Combined Balance Sheet - All Fund Types - July 31, 2012

Acct Code	Fund 35 County School Facilities Fund	Fund 40 Special Reserve Capital	Fund 41 Special Reserve Building	Fund 56 Debt Service Fund	Fund 73 Foundation Trust Scholarship	Fund 75 Foundation Trust Mem. Scholarship	Total All Funds
ASSETS:							
1. Cash							
a) in County Treasury	\$ 3,895,081.88	\$ 996,329.15	\$ 272,189.11	\$ 607,005.01	\$ 76,376.06	\$ 2,309.30	\$ 56,691,696.04
b) Fair Value Adj to Cash in Cnty Treas							
c) In Revolving Fund							32,649.35
d) with Fiscal Agent							
e) Collections Awaiting/Clearing							11,197.65
2. Investments							
3. Accounts Receivable							
4. Due from Other Funds	9,537.55						17,438,624.84
5. Stores Accounts							152,180.43
6. Prepaid Expenditures							675,744.21
7. Other Current Assets							
Total Assets	\$ 3,904,619.43	\$ 996,329.15	\$ 272,189.11	\$ 607,005.01	\$ 76,376.06	\$ 2,309.30	\$ 75,002,092.52
Revenue Budget	\$ 15,178,675.00	\$ 7,953.00	\$ 1,958.00	\$ 1,268,109.00	\$ 565.00	\$ 30.00	\$ 172,737,814.00
Less: Revenue Received to Date							(1,957,681.40)
Total Assets	\$ 19,083,495.43	\$ 1,004,282.15	\$ 274,147.11	\$ 1,875,114.01	\$ 76,941.06	\$ 2,339.30	\$ 245,782,225.12
LIABILITIES AND FUND BALANCE:							
Liabilities:							
1. Accounts Payable	\$ 480.00						\$ 414,092.22
2. Holding Accounts - Benefits	19.65						2,722,895.04
3. Federal Tax Holding							
4. Use Tax Liability							388.92
5. Other Current Liabilities							(1,007.22)
6. Deferred Payroll							3,357,244.03
7. Due to Other Funds/Current Loans							152,183.40
8. Deferred Revenue							
Total Liabilities	\$ 499.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,645,796.39
Expense Budget	\$ 5,721.00	\$ 138,670.00	\$ -	\$ 1,265,119.00	\$ 38,291.00	\$ -	\$ 181,249,905.00
Less: Expenditures to Date	(349.53)	(1,184.90)					(4,926,029.41)
Total Liabilities	\$ 5,371.12	\$ 137,485.10	\$ -	\$ 1,265,119.00	\$ 38,291.00	\$ -	\$ 182,969,671.98
Adjustment for Restatements							
Projected Ending Balance	\$ 19,077,624.31	\$ 866,797.06	\$ 274,147.11	\$ 609,995.01	\$ 38,650.06	\$ 2,339.30	\$ 62,812,553.14
Total Liabilities and Fund Balance	\$ 19,083,495.43	\$ 1,004,282.15	\$ 274,147.11	\$ 1,875,114.01	\$ 76,941.06	\$ 2,339.30	\$ 245,782,225.12
Nonspendable: Revolving Cash, Stores, Prepd Exp.							708,394
Restricted: C/O - Entitlements/Local Projects	19,077,624	866,797	274,147	609,995	38,650	2,339	35,445,124
Committed:							542,188
Assigned: C/O - Other/ Tier III/Equip Rplcmnt							2,781,027
G.A.S.B. 16							924,177
Reserve for Economic Uncertainties							4,478,575
Unassigned/Unappropriated Amount							17,933,069
							3.0%

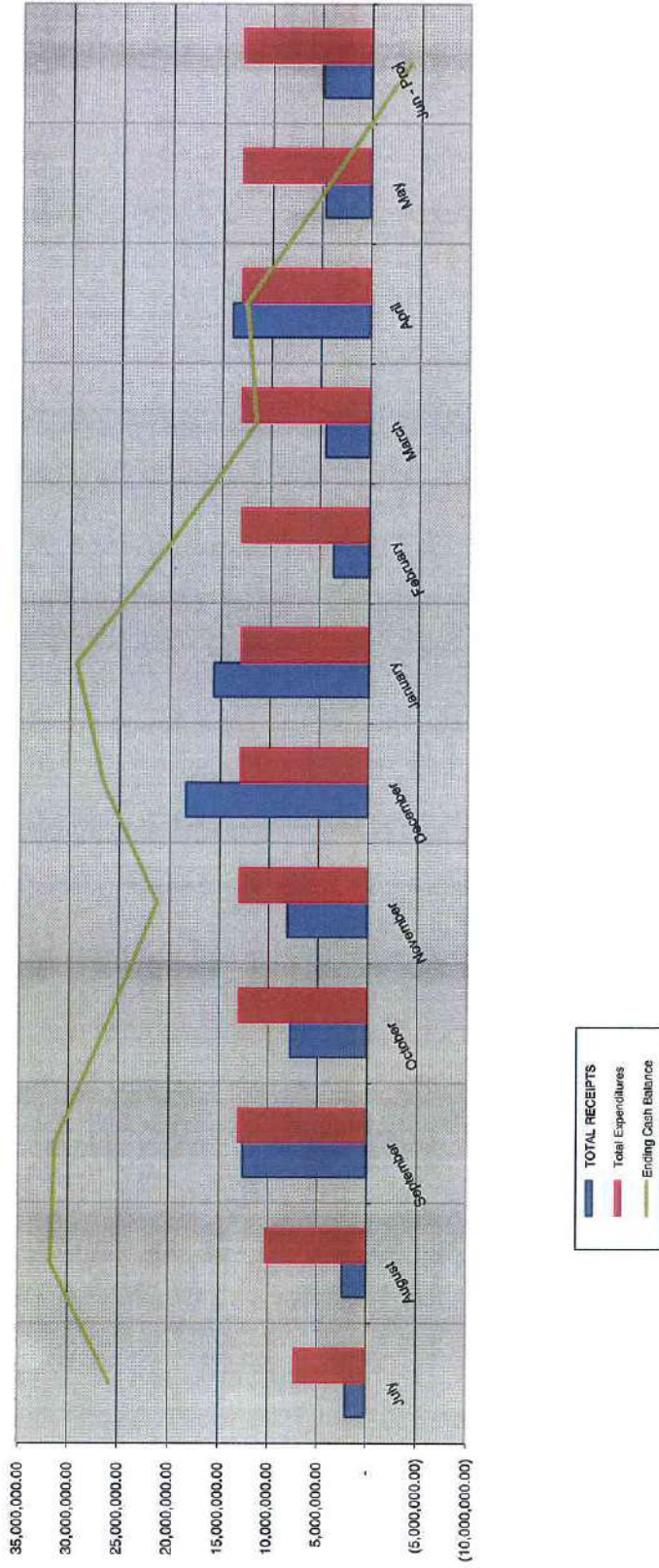


2012-13 Cash Flow Statement  
actuals through 7/31/2012

Column1	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		
	7/31/2012	July	August	September	October	November	December	January	February	March	April	May	Jun - Proj	Actuals	Total													
A.	9,735,988.94	25,769,963.62	31,696,032.11	31,269,351.74	26,053,132.38	21,176,845.01	26,551,453.76	29,320,753.40	19,961,635.42	11,458,848.62	12,450,263.00	4,071,008.35																
B.																												
<b>RECEIPTS</b>																												
Revenue Limit Sources																												
Property Taxes							9,744,351.12																					
Principal Apportionment			1,187,045.00	7,896,004.00	3,016,896.00	5,881,053.00	10,779,641.00	10,779,641.00	1,232,265.39	692,683.56	4,003,038.65	1,764,545.71	666,024.78	1,740,063.00	17,400,827.00													
Miscellaneous Funds	11,845.16	(28,224.62)	(68,254.00)	(68,254.00)	(68,254.00)	(68,254.00)	(68,254.00)	(68,254.00)	(68,254.00)	(68,254.00)	(68,254.00)	(68,254.00)	(68,254.00)	(68,254.00)	72,915,112.32													
Total Revenue Limit	11,845.16	1,158,420.48	7,836,750.00	2,957,632.00	5,822,799.00	15,267,150.12	10,721,387.00	1,741,011.39	1,174,011.39	634,429.56	9,164,973.75	1,706,291.71	607,768.14	32,922,349.00	(628,951.00)													
Federal Income	595,741.63	8,029.65	740,438.00	2,436,963.00		740,438.00	2,436,963.00	2,436,963.00							89,666,788.32													
State Income	1,150,408.17	1,134,156.00	3,458,174.00	1,853,268.00	2,064,016.00	1,840,079.00	2,064,016.00	1,823,973.00							14,573,681.00													
Other Local Income	78,538.21	119,940.83	463,317.00	463,317.00	463,317.00	463,317.00	463,317.00	463,317.00							28,596,444.00													
Interfund Transfers In															5,320,728.00													
All Other Financing Sources															18,935.00													
Other Receipts/Non-Revenue	105,027.92	(80,302.72)													80,125.00													
Current Year Tran Revenue																												
Prior Year Tran Revenue																												
C. TOTAL RECEIPTS	1,942,569.09	2,336,028.24	12,506,023.00	7,718,484.00	8,057,416.00	18,316,328.12	15,692,987.00	3,674,585.39	4,427,916.56	13,928,112.75	4,554,453.71	4,806,723.10	38,157,546.39	137,023,169.36														
<b>DISBURSEMENTS</b>																												
Certificated Salaries	845,902.59	6,083,258.00	6,083,258.00	6,083,258.00	6,083,258.00	6,083,258.00	6,083,258.00	6,083,258.00	6,083,258.00	6,083,258.00	6,083,258.00	6,083,258.00	6,083,258.00	6,083,258.00	67,764,583.00													
Classified Salaries	737,464.35	1,474,779.00	1,474,779.00	1,474,779.00	1,474,779.00	1,474,779.00	1,474,779.00	1,474,779.00	1,474,779.00	1,474,779.00	1,474,779.00	1,474,779.00	1,474,779.00	16,960,027.00														
Employee Benefits	1,398,263.39	3,102,194.00	3,102,194.00	3,102,194.00	3,102,194.00	3,102,194.00	3,102,194.00	3,102,194.00	3,102,194.00	3,102,194.00	3,102,194.00	3,102,194.00	3,102,194.00	35,622,648.00														
Books & Supplies	66,425.78	1,328,476.00	1,328,476.00	1,328,476.00	1,328,476.00	1,328,476.00	1,328,476.00	1,328,476.00	1,328,476.00	1,328,476.00	1,328,476.00	1,328,476.00	1,328,476.00	14,891,458.00														
Services	1,544,093.04	910,075.00	910,075.00	910,075.00	910,075.00	910,075.00	910,075.00	910,075.00	910,075.00	910,075.00	910,075.00	910,075.00	910,075.00	11,554,931.00														
Capital Outlay	5,321.85	77,035.00	77,035.00	77,035.00	77,035.00	77,035.00	77,035.00	77,035.00	77,035.00	77,035.00	77,035.00	77,035.00	77,035.00	862,701.00														
Other Outlay	102,434.14	51,589.00	51,589.00	51,589.00	51,589.00	51,589.00	51,589.00	51,589.00	51,589.00	51,589.00	51,589.00	51,589.00	51,589.00	669,893.00														
Interfund Transfers Out																												
All Other Financing Uses	1,125.00	746.00	746.00	746.00	746.00	746.00	746.00	746.00	746.00	746.00	746.00	746.00	746.00	1,280,231.00														
Other Disbursements/Non-Exp	2,470,667.73	(3,050,657.95)	(207,014.63)	(207,014.63)	(207,014.63)	(207,014.63)	(207,014.63)	(207,014.63)	(207,014.63)	(207,014.63)	(207,014.63)	(207,014.63)	(207,014.63)	8,632,244.30														
Current Year Tran Expense																												
Prior Year Tran Expense																												
D. Total Expenditures	7,172,727.57	10,090,060.05	12,833,703.37	12,833,703.37	12,833,703.37	12,833,703.37	12,833,703.37	12,833,703.37	12,833,703.37	12,833,703.37	12,833,703.37	12,833,703.37	11,218,240.01	157,816,061.30														
<b>PRIOR YEAR TRANSACTIONS</b>																												
Accounts Receivable	22,484,432.13	13,760,064.11													3,057,806.76													
Accounts Payable	1,221,309.07	81,983.71												331,400.22														
E. TOTAL PRIOR YEAR TRANS	21,263,143.06	13,843,047.82												2,736,406.54														
F. NET INCREASE/DECREASE	16,032,974.58	5,906,068.59	(427,680.37)	(427,680.37)	(427,680.37)	(427,680.37)	(427,680.37)	(427,680.37)	(427,680.37)	(427,680.37)	(427,680.37)	(427,680.37)	(427,680.37)	16,882,768.06														
G. Ending Cash Balance	25,769,963.62	31,696,032.11	31,269,351.74	26,053,132.38	21,176,845.01	26,551,453.76	29,320,753.40	19,961,635.42	11,458,848.62	12,450,263.00	4,071,008.35			26,619,747.00														
<b>ENDING CASH PLUS ACCRUALS</b>																												

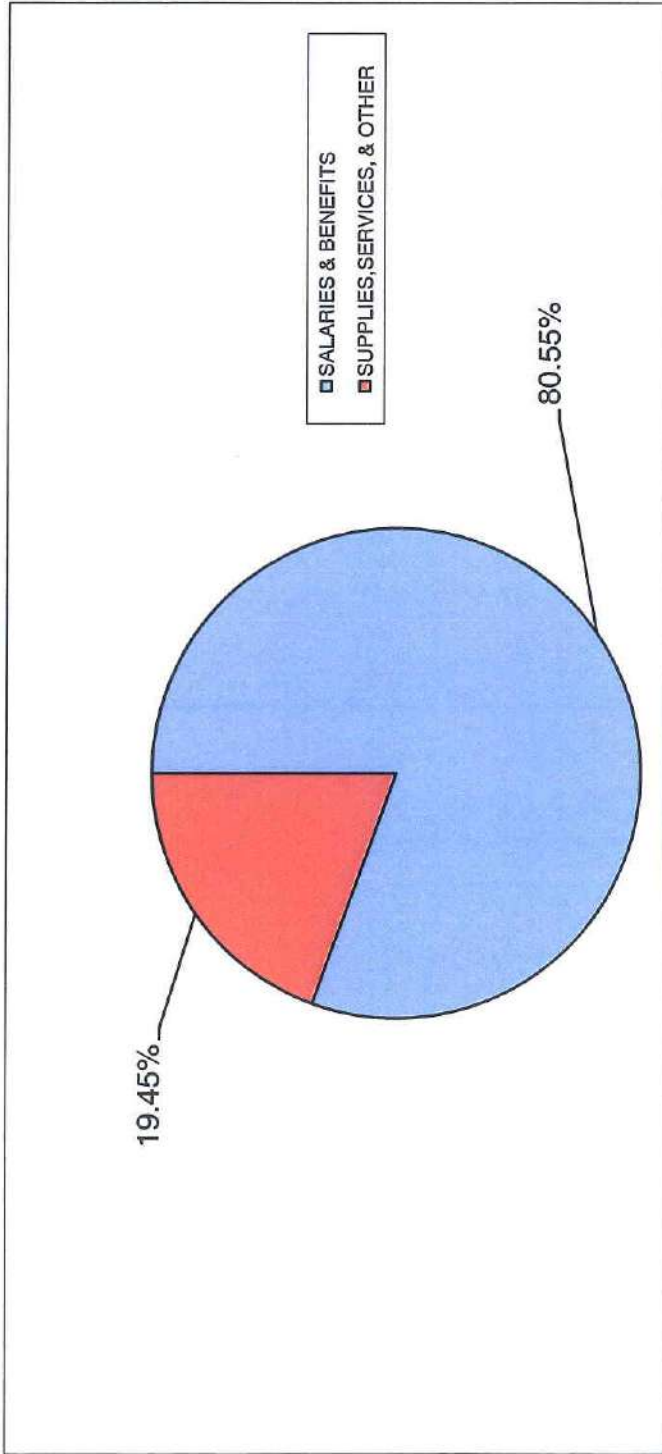
2012-13 Cash Flow Statement  
actuals through 7/31/2012

Projected Cash Flow 2012-13





Madera Unified School District  
 2012-13 General Fund Expenditure Budget, by object code  
 July 31, 2012



<b>1</b>		<b>2</b>	
<b>SALARIES &amp; BENEFITS</b>		<b>SUPPLIES, SERVICES, &amp; OTHER</b>	
80.55%		19.45%	
\$	67,764,593	\$	14,691,458
	Certificated Salaries		Books & Supplies
	16,960,027		11,554,931
	Classified Salaries		Services/Other Operating
	35,522,648		852,701
	Employee Benefits		Capital Outlay
	-		829,848
			Other Outgoing
			409,738
			Debt Service
			(569,693)
			Direct support/Indirect Costs
			1,260,231
			Interfund Transf
			9,335
			Other Uses
			<b>Total</b>
\$	<b>120,247,268</b>	\$	<b>29,038,549</b>
			<b>Total Expenditure Budget</b>
			<b>\$ 149,285,817</b>

**HUMAN RESOURCES STAFFING LIST  
BOARD AGENDA – SEPTEMBER 25, 2012**

**CERTIFICATED LEAVES OF ABSENCE**

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

**CERTIFICATED SEPARATIONS**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Nadia Samarin	Teacher	Adult Education	09/07/12	Resignation

**CERTIFICATED NEW POSITION**

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

**CERTIFICATED EMPLOYMENT**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Jose Villareal	Teacher	MSHS	2012/2013	Replacement

**CERTIFICATED OTHER**

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

**CLASSIFIED LEAVES OF ABSENCE**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Alcira Viana-Pipes	Paraprofessional Aide Special Needs	Special Services	10/22/12-10/26/12	Personal Leave

**CLASSIFIED SEPARATIONS**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Erika Nunez	CN Assistant I	Child Nutrition	09/08/12	Resignation

**CLASSIFIED NEW POSITION**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. One part-time position	Clerk I	Jefferson	2012/2013	3.50	New Position (EIA-SCE Funding)
2. One full-time position	Paraprofessional Aide Assistant to Physically Impaired	Special Services	2012/2013	8.00	New Position (Special Ed. Funding)
3. Two full-time positions	Paraprofessional Aides Assistant to Physically Impaired	Special Services	2012/2013	7.00	New Positions (Special Ed. Funding)

**CLASSIFIED EMPLOYMENT**

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. Diane Williams	Bus Driver	Transportation	2012/2013	4.00	Replacement
2. Rachel Cam	Bus Driver	Transportation	2012/2013	5.50	Replacement
3. Glenn Hardy	Bus Driver	Transportation	2012/2013	5.50	Replacement
4. Deborah Hull	Relief Bus Driver	Transportation	2012/2013	4.00	Replacement
5. Alejandra Tapia	Cashier	Child Nutrition	2012/2013	5.00	Replacement
6. Blanca Bowden	Transportation Router	Transportation	2012/2013	8.00	New Position (Transportation Funding)
7. TBA	Senior Administrative Asst.	District (Supt.)	2012/2013	8.00	Replacement

**CLASSIFIED OTHER**

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

**COACHES**

1. See Attached List

**Coaches List**  
**Board Agenda**  
**September 25, 2012**

<b>Last Name</b>	<b>First Name</b>	<b>Site</b>	<b>Sport</b>	<b>Year</b>
Avila	Adam	MLK	Football	2012/2013
Connolly	Aimee	Monroe	Cross Country	2012/2013
Dorado	Maria	Monroe	Cross Country	2012/2013
Brucia	Gina	Washington	Cross Country	2012/2013
Killion	Lisa	Howard	Cross Country	2012/2013
Gutierrez	Luis	Alpha	Cross Country	2012/2013
Hernandez	Jacob	Chavez	Cross Country	2012/2013
Smith	Allen	Lincoln	Cross Country	2012/3013

**Madera Unified School District  
Board of Trustees Meeting  
Student Overnight or Out of State Field Trip Request  
September 25, 2012**

<b>Date</b>	<b>School</b>	<b>Name</b>	<b>Field Trip – # Students</b>	<b>Location</b>	<b>Cost</b>	<b>Funding</b>	<b>Vehicle Type</b>
10/17/12 to 10/28/12	MSHS	Schmid	Marching Band students to WBA Competition 80 students—12 adults	Mission Viejo, CA	\$5000 Transportation  \$3000 Lodging	Band Boosters  Band Boosters	Charter Bus
12/26/12 to 12/28/12	MHS	Romine	Wrestling Team to California West Coast Wrestling Classic 14 students—6 adults	Aptos, CA	\$360 Transportation  \$540 Lodging	MHS Athletics  Wrestling Boosters	School Vans
1/24/13 to 1/26/13	MHS	Romine	Wrestling Team to Tim Brown Invitational 14 students—6 adults	Sacramento, CA	\$360 Transportation  \$960 Lodging	MHS Athletics  Wrestling Boosters	School Vans
2/22/13 to 2/23/13	MHS	Romine	Wrestling Team to Masters Championships 14 students—6 adults	Visalia, CA	\$240 Transportation  \$400 Lodging	MHS Athletics  Wrestling Boosters	School Vans
2/28/13 to 3/2/13	MHS	Romine	Wrestling Team to State Championships 14 students—6 adults	Bakersfield, CA	\$360 Transportation  \$800 Lodging	MHS Athletics  Wrestling Boosters	School Vans



## **AGENDA ITEM**

### **MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

**Subject:** Request Adoption of Resolution No. 13-2012/13 for Textbooks and Instructional Material Compliance & Certification of Provision of Sufficient Standards-Aligned Instructional Materials for Grades K-12.

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

**Agenda Placement:** New Business

**Background/ rationale:**

- The adoption of this Resolution certifies that MUSD is in compliance with Education Code 60119. In order to be eligible to receive State instructional material funds, the governing board is required to hold an annual public hearing and adopt a resolution stating whether each pupil in the District has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

**Financial impact:**

- Federal, state, and local Instructional Material funds

**Superintendent's recommendation:**

- The Superintendent recommends the Board adopt Resolution No. 13-2012/13.

**Supporting documents attached:**

- Resolution No. 13-2012/13
- MUSD K-8 Core Curriculum List 2012-2013
- MUSD 9-12 Core Curriculum List 2012-2013



**Resolution No. 13-2012/13**  
**Textbook and Instructional Materials Compliance**  
**Certification of Provision of Sufficient Standards-Aligned Instructional Materials**  
**For Grades K-12**

WHEREAS, the governing board of Madera Unified School District, in order to comply with requirements of Education Code 60119 held a public hearing on September 25, 2012 at 7:30 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board provided at least 10 days notice of the public hearing by posting it in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Madera Unified School District, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each student, including each English learner has a standards-aligned textbook and/or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

WHEREAS, between the 2008-09 and through the 2014-15 fiscal years, the definition of “sufficient textbooks or instructional materials” also means that all students who are enrolled in the same course within the Madera Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

WHEREAS, sufficient textbooks or instructional materials were provided to each student, including each English learner, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects: mathematics, science, history-social science, and English/language arts, including the English language development component of an adopted program, and;

WHEREAS, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes in grades 9-12, and;

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

THEREFORE it is resolved that for the 2012-2013 school year, the Madera Unified School District has provided each student with sufficient textbooks or instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS 25th day of September 2012, at a regular meeting, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

---

PRESIDENT, Board of Trustees  
Madera Unified School District

ATTEST:

I, \_\_\_\_\_, Clerk of the Governing Board of the Madera Unified School District of Madera County, California, do hereby certify that the foregoing is a true and correct statement of the action taken by the Board on September 25, 2012.

---

CLERK, Board of Trustees  
Madera Unified School District

**Madera Unified School District  
K-8 Core Curriculum List  
2012-2013**

**SBE - Approved English Language Arts/ELD**

**Grades K-5:**

Houghton Mifflin *Houghton Mifflin Reading: A Legacy of Literacy, 2003*  
Board Approved: March 12, 2003

**Grade 6-8:**

Holt, Rinehart, and Winston *Holt Literature and Language Arts, 2010*  
*Grade 6: Introductory Course*  
*Grade 7: Course 1*  
*Grade 8: Course 2*

Board Approved: May 12, 2009

**SBE – Adopted Intervention Program for English Learners for ELA/ELD**

**Grades 7-8:**

National Geographic/Hampton Brown *Inside Language, Literacy and Content, 2009*  
Board Approved: May 25, 2010

**SBE - Approved Mathematics**

**Grades K-5:**

Houghton Mifflin Company *Houghton Mifflin California Math, 2009*  
Board Approved: April 22, 2008

**Grade 6-8:**

Holt, Rinehart, and Winston *Holt California Mathematics, 2008 –*  
*Grade 6: Course 1*  
*Grade 7: Course 2 PreAlgebra*  
*Grade 8: Algebra I*

Board Approved: April 22, 2008

**Grade 8:**

Glencoe/McGraw Hill *California Algebra Readiness: Concepts, Skills, & Problem Solving, 2008*  
Board Approved: May 27, 2008

McDougal Littell McDougal *Littell Geometry, 2004*

Board Approved: April 12, 2005

**SBE – Approved History – Social Science**

**Grades K-5:**

Pearson Scott Foresman *Scott Foresman History-Social Science for California, 2006*

*Grade K – Learn and Work*

*Grade 1 – Time and Place*

*Grade 2 – Then and Now*

*Grade 3 – Our Communities*

*Grade 4 – Our California*

*Grade 5 – Our Nation*

Board Approved: April 11, 2006

**Madera Unified School District  
K-8 Core Curriculum List  
2012-2013**

**SBE – Approved History – Social Science (Continued)**

**Grade 6-8:**

Holt, Rinehart, & Winston *Holt California Social Studies, 2006*  
*Grade 6: World History, Ancient Civilizations, 2006*  
*Grade 7: World History, Medieval to Early Modern Times*  
*Grade 8: US History, Independence to 1914*

Board Approved April 11, 2006

**SBE – Approved Science**

**Grade K:**

Houghton Mifflin *Houghton Mifflin California Science, 2007*

Board Approved April 24, 2007

**Grades 1-5:**

Macmillan/McGraw-Hill *McGraw-Hill California Science, 2008*

Board Approved April 24, 2007 (Grades 2-5)

Board Approved August 17, 2007 (Grade 1)

**Grade 6-8:**

Holt, Rinehart, & Winston *Holt California Science: Earth, Life, and Physical Science, 2007*

*Grade 6: Earth Science*

*Grade 7: Life Science*

*Grade 8: Physical Science*

Board Approved April 24, 2007

**SBE – Approved Foreign Language Program**

None Adopted/No Courses

**SBE – Approved Health Program**

None Adopted/No stand alone Courses

**Madera Unified School District  
9-12 CORE CURRICULUM LIST  
2012-2013**

**English Department**

**English I & Honors English I:**

Literature and Language 3<sup>rd</sup> Course, Holt, Rinehart, and Winston, 2003      Adopted March 28, 2006

**English II & Honors English II:**

Literature and Language 4<sup>th</sup> Course, Holt, Rinehart, and Winston, 2003      Adopted March 28, 2006

**English III:**

Literature and Language 5<sup>th</sup> Course, Holt, Rinehart, and Winston, 2003      Adopted August 14, 2007

**English IV:**

Literature and Language 6<sup>th</sup> Course, Holt, Rinehart, and Winston, 2003      Adopted May 27, 2008

**Expository Reading & Writing Course (ERWC):**

Expository Reading & Writing Course: Semester One & Two  
Long Beach: California State University Press, 2008      Adopted May 26, 2009

A Text-Based Grammar for Expository Reading and Writing  
Long Beach: California State University Press, 2008

Adopted May 26, 2009

**AP English:**

Language of Composition, VHPS, 2008      Adopted July 17, 2007

**AP Language:**

The Bedford Reader, Bedford/St. Martin's.

**AP Literature:**

Perrine's Literature: Structure & Sense, Harcourt Brace      Adopted March 28, 2000

**ELD I, II, & III Reading:**

Hampton Brown Edge: Reading, Writing, and Language for High School National Geographic, 2009  
Adopted May 25, 2010

**Mathematics Department**

**Algebra Readiness:**

California Algebra Readiness: Concepts, Skills, & Problem Solving, Glencoe/McGraw Hill, 2008  
Adopted May 27, 2008

**Algebra I:**

California Algebra I, Holt, Rinehart and Winston, 2008      Adopted April 22, 2008

**Integrated Mathematics I:**

Integrated Mathematics I, McDougal Littell, 2002      Adopted May 26, 2009

Supplemental: California Algebra I, Holt, Rinehart and Winston, 2008      Adopted June 26, 2012

Supplemental: Geometry, McDougal Littell, 2004      Adopted June 26, 2012

**Geometry:**

Geometry, McDougal Littell, 2004      Adopted April 12, 2005

**Madera Unified School District  
9-12 CORE CURRICULUM LIST  
2012-2013**

**Algebra II:**

Algebra 2, McDougal Littell, 2007

Adopted June 23, 2009

**Trigonometry:**

Trigonometry 8th, Prentice Hall, 2005

Adopted June 13, 2006

**PreCalculus:**

PreCalculus with Limits, 2<sup>nd</sup> Edition, Houghton Mifflin, 2011

Adopted June 29, 2010

**AP Calculus AB/BC:**

Calculus of a Single Variable/Calculus with Analytical Geometry, 9<sup>th</sup> Edition  
Brooks/Cole Cengage Learning, 2010

Adopted June 29, 2010

**AP Statistics:**

Understanding Statistics, 8<sup>th</sup> Edition, Houghton Mifflin, 2006

Adopted May 14, 2006

**Social Science Department**

**World History/Honors World History:**

Modern World History-Patterns of Interaction, McDougal Littell, 2003

Adopted August 9, 2004

**US History:**

The Americans-Reconstruction to the 21st Century, McDougal Littell, 2005

Adopted April 12, 2005

**AP US History:**

The American Pageant – AP Placement Edition, Houghton Mifflin, 2006

Adopted July 17, 2007

**Civics (American Government):**

United States Government: Democracy in Action, Glencoe/McGraw Hill, 2008

Adopted May 27, 2008

**Economics:**

Economics: Principles in Action, Prentice Hall, 2007

Adopted August 14 2007

**AP Psychology:**

Psychology: AP Edition, 9<sup>th</sup> Edition, Wadsworth, Cengage Learning, 2012

Adopted June 12, 2012

**Sociology:**

Sociology: The Study of Human Relationships, Holt McDougal, 2010

Adopted June 12, 2012

**Psychology:**

Psychology: Principles in Practices, Holt McDougal, 2010

Adopted June 12, 2012

**Madera Unified School District  
9-12 CORE CURRICULUM LIST  
2012-2013**

**Science Department**

**Earth Science/Ag Earth Science:**

Earth Science, Prentice Hall, 2006

Adopted June 14, 2011

**Biology/Human Biology:**

Biology, McDougal Littell, 2008

Adopted August 14, 2007

**Chemistry/Honors Chemistry/Medical Chemistry:**

Chemistry, Prentice Hall, 2005

Adopted April 12, 2005

**Physical Science:**

Physical Science: Concepts in Action with Earth and Space Science, Prentice Hall, 2006

Adopted August 14, 2007

**Anatomy:**

Mader's Understanding Human Anatomy & Physiology, 6<sup>th</sup> Edition, McGraw Hill, 2008

Adopted August 14, 2007

**Honors Anatomy/AP Anatomy:**

Human Anatomy & Physiology, 7<sup>th</sup> Edition, Pearson, 2007

Adopted July 17, 2007

**AP Biology:**

Biology, 7<sup>th</sup> Edition, Benjamin Cummings, 2005

Adopted April 12, 2005

**AP Chemistry:**

Chemistry, 8<sup>th</sup> Edition, Brooks/Cole Cengage Learning, 2007

Adopted March 12, 2002

**Physics:**

Honors Physics, 6<sup>th</sup> Edition, Pearson Prentice Hall 2005

Adopted May 14, 2006

**Foreign Language**

**Spanish**

**Spanish I:**

Expresate, Holt, Rinehart, & Winston, 2006

Adopted April 12, 2005

**Spanish II:**

Expresate, Holt, Rinehart, & Winston, 2006

Adopted April 12, 2005

**Spanish III:**

Expresate, Holt, Rinehart, & Winston, 2006

Adopted July 17 2007

**Spanish ISS & IISS (Spanish Speakers):**

Nuestro Mundo, McDougal Littell, 2002

Adopted March 9, 2004

**AP Spanish:**

La Lengua Que Heredamos, McDougal Littell, 2001

**Madera Unified School District  
9-12 CORE CURRICULUM LIST  
2012-2013**

**French**

**French I:**

Accelerated French, Ashford Colour Press, 2002

Adopted March 12, 2002

**French II:**

Discovering French, (Blanc), McDougal Littell, 2001

Adopted March 12, 2002

**French III/IV:**

Discovering French (Rouge), McDougal Littell, 2001

Adopted March 25, 2003

**Chinese**

**Chinese I:**

Integrated Chinese I, Cheng and Tsui, 2009

Adopted June 29, 2009

**Chinese II:**

Integrated Chinese II, Cheng and Tsui, 2009

Adopted June 29, 2009

**HEALTH:**

**Health:**

Intro to Health Science, Glencoe Health, Glencoe/McGraw Hill





**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

**Subject:** First Reading of Revised Board Policies and Administrative Regulations

**Responsible Staff:** Gustavo Balderas, Superintendent  
Rosalind Cox, Director of Facilities Planning & Purchasing  
Sandra Perez, Director of Child Nutrition

**Agenda Placement:** New Business

**Background/ rationale:**

New language is recommended by CSBA on the following Board Policies and Administrative Regulations:

- BP 3511.1 Integrated Waste Management
- AR 3511.1 Integrated Waste Management
- AR 3550 Nutrition Standards for School Meals

**Financial impact:**

None

**Superintendent's recommendation:**

The Superintendent recommends First Reading of the Board Policies and Administrative Regulations.

**Supporting documents attached:**

(Deleted language noted as ~~striketrough~~; new language is underlined.)

- Revised Board Policies and Administrative Regulations

**INTEGRATED WASTE MANAGEMENT**

The Governing Board believes that the conservation of water, energy and other natural resources as well as the protection of the environment are essential to the health and well-being of the community. The Superintendent or designee shall develop and/or implement a cost-effective, an integrated waste management program that incorporates the principles of green school operations. ~~to reduce waste, conserve natural resources and protect the environment.~~

*(cf. 0100 – Philosophy)*

*(cf. 3510 – Green School Operations)*

*(cf. 3511 - Energy and Water Management)*

*(cf. 3514 - Environmental Safety)*

*(cf. 3514.2 - Integrated Pest Management)*

The district's program shall include specific strategies designed to help the district reduce solid and hazardous waste generation, and improve efficiency in its use of using natural resources, and minimize the impact of such use on the environment. The program shall address all areas of the district's operations, including, but not limited to, procurement, resource utilization, and facilities management practices. ~~in all areas of its operations.~~

*(cf. 3300 – Expenditures and Purchases)*

*(cf. 3517 – Facilities Inspection)*

The Superintendent or designee may collaborate with city, county and state agencies and other public or private agencies in developing and implementing the district's integrated waste management program.

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

*(cf. 7131 - Relations With Local Agencies)*

The Superintendent or designee shall make every effort to identify funding opportunities for the district's integrated waste management program including applying for available grants or other cost-reducing incentives.

To the extent that funding permits, the ~~The~~ Superintendent or designee shall provide appropriate educational and training opportunities to students and staff regarding the benefits and methods of conserving natural resources and protecting the environment.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*(cf. 6142.5 - Environmental Education)*

*(cf. 6142.93 - Science Instruction)*

*Legal Reference: (see next page)*

**INTEGRATED WASTE MANAGEMENT (continued)**

*Legal Reference:*

EDUCATION CODE

32370-32376 *Recycling paper*

33541 *Environmental education*

51226.4 *Environmental ambassador pilot program*

PUBLIC RESOURCES CODE

25410-25421 *Energy conservation assistance*

40050-40063 *Integrated waste management act*

41780 *Waste diversion*

42620-42622 *Source reduction and recycling programs*

42630-42647 *Schoolsite source reduction and recycling*

*Management Resources:*

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD PUBLICATIONS

*A District-wide Approach to Recycling- -A Guide for School Districts, Pub. # 500-94-009*

*Seeing Green through Waste Prevention - - A Guide for School Districts, Pub. # 500-94-010*

*Going Beyond Recycling, Buying Recycled - - A Guide for School Districts, Pub. # 322-95-001*

*Reusable School News*

WEB SITES

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

California Integrated Waste Management Board: <http://www.ciwmb.ca.gov>

California Division of State Architect: <http://www.dsa.ca.gov>

California energy Commission: <http://www.energy.ca.gov>

California Environmental Protection Agency: <http://www.calepa.ca.gov>

U.S. EPA: <http://www.epa.gov>

Policy  
adopted: December 13, 2011

**MADERA UNIFIED SCHOOL DISTRICT**  
Madera, California

**INTEGRATED WASTE MANAGEMENT**

For all applicable areas of district operations, the Superintendent or designee shall design an integrated waste management program that minimizes the generation of waste, encourages the recovery and diversion of reusable materials from the waste stream, improves efficiency in the utilization of natural and material resources, and protects the environment. The program ~~To ensure efficient utilization of natural and material resources, the Superintendent or designee shall implement work towards instituting the following~~ measures and/or practices to:

1. ~~Reduce waste generation by reducing~~ the consumption of disposable materials, increase the composting of organic materials and fully utilizing all materials prior to disposal.

*(cf. 3510 – Green School Operations)*

2. ~~Recycle materials such as paper, glass, plastic and aluminum, and minimize the use of non-biodegradable products.~~

Any school site or district facility which generates more than four cubic yards of commercial solid waste per week shall take at least one of the following actions: (Public Resources Code 42649.2; 14 CCR 17225.12)

- a. Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that may include collection, self-hauling, or other arrangement for the pickup of the recyclable materials
- b. Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation

3. Prefer recycled and other environmentally preferable products when procuring materials for use in district schools and buildings or contracting for the construction or modernization of any district building.

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3311 - Bids)*

*(cf. 3312 - Contracts)*

*(cf. 7110 - Facilities Master Plan)*

4. ~~Work with vendors and contractors to use packaging and delivery materials that generate less waste.~~

- 4.5. Work with city, county or other government agencies to locate markets for the district's reusable and recyclable materials.

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

*(cf. 7131 - Relations With Local Agencies)*

5. Minimize the use of nonbiodegradable materials and work with vendors and contractors to use packaging and delivery materials that generate less waste.

Regulation  
approved: December 13, 2011

**MADERA UNIFIED SCHOOL DISTRICT**  
Madera, California

# Madera USD

## Administrative Regulation

### Food Service/Child Nutrition Program

AR 3550

#### Business and Noninstructional Operations

#### Nutrition Standards for School Meals

Meals or food items provided through the district's food services program shall: (Education Code 495 31, 49430, 49430.5, 49430.7, 49550, 49553; 42 USC 1758, 1773; 7 CFR 210.10, 220.8)

1. Comply with the National School Lunch and/or Breakfast standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8, or ~~the state's menu planning options of Shaping Health as Partners in Education 220.23 as applicable.~~
2. Not be deep fried, par fried, or flash fried, ~~by the district or school or as part of the manufacturing process as defined in Education Code 49430 and 49430.~~
3. ~~Not contain artificial trans fat as defined in Education Code 49430.7~~

*(cf. 3552 - Summer Meal Program)*

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

*(cf. 3554 - Other Food Sales)*

*(cf. 5030 - Student Wellness)*

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

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

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

#### ~~Nutrition Standards for Foods and Beverages Sold Outside the Reimbursable Meal Programs~~

~~Any foods or beverages that are not sold as part of the National School Lunch or Breakfast Program shall be sold to students only if they meet the nutrition standards specified in Education Code 49430 49431.7 and 5 CCR 15575 15578.~~

~~(cf. 3554 - Other Food Sales)~~

#### Drinking Water

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

#### Special Milk Program

Any school that does not participate in the National School Lunch or Breakfast Program may

participate in the Special Milk Program to provide all enrolled students with reasonably priced milk. (7 CFR 215.1)

## **Food Safety**

The Superintendent or designee shall ensure that the district's food service program meets the applicable sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The district's HACCP plan shall include, but not be limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall provide ongoing staff development on food safety to food service managers and employees. Any new employee, substitute, or volunteer shall complete initial food safety training prior to handling food. The Superintendent or designee shall document the date, trainer, and subject of each training.

*(cf. 4231 - Staff Development)*

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

### **Inspection of Food Facilities**

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

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

*(cf. 3580 - District Records)*

Regulation MADERA UNIFIED SCHOOL DISTRICT  
approved: December 13, 2011 Madera, California



**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

**Subject:** First Reading of New/Revised/Deleted Board Policies and Administrative Regulations

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

**Agenda Placement:** New Business

**Background/ rationale:**

- Revisions/New Language are recommended by CSBA on the following Board Policies, and Administrative Regulations:
  - BP 5112.3 – Student Leave of Absence
  - AR 5112.3 – Student Leave of Absence
  - BP 5117 – Interdistrict Attendance
  - AR 5117 – Interdistrict Attendance
  - BP 5131.61 – Drug Testing
  - BP 5141.33 – Head Lice
  - AR 5144.1 – Suspension and Expulsion/Due Process
  - AR 6146.2 – Certificate of Proficiency/High School Equivalence
  - BP 6161 – Equipment, Books and Materials

**Financial impact:**

- None.

**Superintendent's recommendation:**

- The Superintendent recommends First Reading of New/Revised/Deleted Board Policies and Administrative Regulations.

**Supporting documents attached:**

- BPs and ARs.



# Madera USD

## Board Policy

### Student Leave Of Absence

BP 5112.3

#### Students

~~Upon request, the Governing Board may grant student leaves of absence in accordance with law for the purpose of supervised travel, study, training, or work not available to the student under another educational option. Such leave may be granted to a student 15 years of age or older in the regular program and to a student between the ages of 16 and 18 in the continuation program.~~

The Governing Board recognizes the importance of regular school attendance in promoting student achievement. However, the Board also recognizes that, in rare circumstances, it may be beneficial for a student to participate in opportunities outside the school which contribute to his/her educational experience.

The Superintendent or designee may grant student leaves of absence for the purpose of supervised travel, study, training, or work not available to the student under another educational option. Such leave may be granted to a student 15 years of age or older in the regular program and to a student age 16-18 in the continuation education program. (Education Code 48232, 48416)

*(cf. 6184 - Continuation Education)*

No more than one percent of the students enrolled and attending a school shall be granted a leave of absence during any school year. (Education Code 48232, 48416)

When feasible, students shall be encouraged to instead enroll in the district's independent study program to allow for greater contact and coordination with district staff.

(cf. 6158 - Independent Study)

Legal Reference:

EDUCATION CODE

48232 Leave of absence for students aged 15 at time of commencement of leave

*48410 Exemption from continuation education*

48416 Leave of absence for students aged 16 to 18 inclusive

FAMILY CODE

7000-7002 Emancipation of minors law

7050 Purposes for which emancipated minor considered an adult

Policy  
adopted: December 13, 2011  
revised:

MADERA UNIFIED SCHOOL DISTRICT  
Madera, California

# Madera USD

## Administrative Regulation

### Student Leave Of Absence

AR 5112.3

#### Students

~~The Governing Board may grant a leave of absence to a student on request, under the following conditions:~~

~~1. The student will be 15 years of age at the start of the leave of absence and the leave requested is for one semester.~~

~~Continuation students between the ages of 16 and 18 inclusive may request leave for up to two semesters.~~

Upon request, the Superintendent or designee may grant a student a leave of absence from school for the purpose of supervised travel, study, training, or work. To be eligible for such leave, the student shall, at the time the leave of absence is to begin, be at least 15 years of age or, if he/she is enrolled in continuation education classes or exempted from continuation education classes pursuant to Education Code 48410, be 16-18 years of age. (Education Code 48232, 48416)

~~2. A written agreement shall be made and signed by the student, the parent/guardian, the principal or designee of the school the student would otherwise attend, a classroom teacher familiar with the student's academic progress and chosen by the student, and the district supervisor of child welfare and attendance. This agreement shall provide for:~~

A written agreement shall be entered into that is signed by the student's parent/guardian, the principal or designee of the school which the student would otherwise attend, a classroom teacher familiar with the student's academic progress, and the district's supervisor of child welfare and attendance. In the case of a continuation education student, the student also shall sign the written agreement. The agreement shall include: (Education Code 48232, 48416)

- a. The purpose of the leave
- b. The length of the leave
- c. ~~A meeting or contact between the student and a designated school official at least once a month while the student is on the leave~~

Provision for a meeting or contact between the student and a designated school official at least once a month while the student is on leave

- d. ~~A statement explaining and justifying the purpose of the leave~~  
A statement that the leave is for the purpose of supervised travel, study, training, or work not available to the student under another educational option

The parent/guardian's signature and approval shall not be required for an emancipated minor.

The length of the leave may be up to one semester, or up to two semesters for a continuation education student. The leave may be extended for an additional semester upon approval of all parties to the written agreement and the local school attendance review board. No leave of absence may be taken that would continue past the end of the school year in which the leave is taken. (Education Code 48232, 48416)

3. The student shall be permitted to return to school at any time and shall not be prevented from completing his/her academic requirements within a time period equal to that of classmates who did not take leave, plus the length of time spent on leave. If the student reenrolls at a time other than the beginning of a semester, the school shall not be required to provide make-up sessions for classes missed. (Education Code 48232, 48416)

4. ~~The leave may be extended for an additional semester if approved by all parties to the agreement and the local school attendance review board.~~

5. ~~No leave of absence may extend beyond the end of the school year in which the leave is taken.~~

6. ~~If the student does not contact the designated school official as required by the agreement, the leave shall be nullified. Any party to the agreement may nullify the agreement for cause at any time.~~

If the student does not contact the designated school official as required by the written agreement, the leave shall be nullified. The agreement also may be nullified for cause at any time by any party to the agreement. (Education Code 48232, 48416)

Regulation  
approved: December 13, 2011  
revised:

MADERA UNIFIED SCHOOL DISTRICT  
Madera, California

# Madera USD

## Board Policy

### Interdistrict Attendance

BP 5117

#### Students

The Governing Board recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons.

(cf. 0520.3 - Title I Program Improvement Districts)  
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)  
(cf. 5116.1 - Intradistrict Open Enrollment)  
(cf. 5118 - Open Enrollment Act Transfers)

~~Upon request by students' parents/guardians, the Superintendent or designee may approve interdistrict attendance permits with other districts on a case-by-case basis to meet individual student needs.~~

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

~~The Superintendent or designee shall ensure that interdistrict permits specify the terms and conditions agreed to by both districts for the granting, denial, or revocation of the permit as well as the standards for reapplication.~~

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

#### Transportation

The district shall not provide transportation outside any school attendance area. However, upon request, the Superintendent or designee may authorize transportation for students living outside an attendance area to and from designated bus stops within the attendance area if space is available. ~~Priority for such transportation shall be based on demonstrated financial need.~~

## **Limits on Student Transfers out of the District to a School District of Choice**

The Superintendent or designee may limit the number of student transfers out of the district to a school district of choice based on the percentages of average daily attendance specified in Education Code 48307.

In addition, transfers out of the district may be limited during a fiscal year when the County Superintendent of Schools has given the district a negative budget certification or when the County Superintendent has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice. (Education Code 48307)

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

The district may deny a transfer of a student out of the district to a school district of choice if the Board determines that the transfer would negatively impact a court-ordered or voluntary desegregation plan of the district. (Education Code 48301)

### Legal Reference:

#### EDUCATION CODE

41020 Annual district audits

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

52317 Regional Occupational Center/Program, enrollment of students, interdistrict attendance

#### ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 132 (2004)

84 Ops.Cal.Atty.Gen. 198 (2001)

#### COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

### Management Resources:

#### WEB SITES

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

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

Policy  
adopted: December 13, 2011  
revised:

MADERA UNIFIED SCHOOL DISTRICT  
Madera, California

# Madera USD

## Administrative Regulation

### Interdistrict Attendance

AR 5117

#### Students

In accordance with an agreement between the Governing Board and the board of another district, a permit authorizing a student's attendance outside his/her district of residence may be issued upon approval of both the district of residence and the district of proposed attendance.

The Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons:

1. When the student has been determined by staff of either the district of residence or district of proposed attendance to be a victim of an act of bullying as defined in Education Code 48900(r). Such a student shall be given priority for interdistrict attendance under any existing interdistrict attendance agreement or, in the absence of an agreement, shall be given consideration for the creation of a new permit. (Education Code 46600)

*(cf. 5131.2 - Bullying)*

- ~~1.~~ 2. To meet the child care needs of the student- Such students may be allowed to continue to attend district schools only as long as they continue to use a child care provider within district boundaries.
- ~~2.~~ 3. To meet the student's special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel

*(cf. 6159 - Individualized Education Program)*

- ~~3.~~ 4. When the student has a sibling attending school in the receiving district, to avoid splitting the family's attendance
- ~~4.~~ 5. To allow the student to complete a school year when his/her parents/guardians have moved out of the district during that year
- ~~5.~~ 6. To allow the student to remain with a class graduating that year from an elementary, junior,



or senior high school

- ~~6.~~ 7. To allow a high school senior to attend the same school he/she attended as a junior, even if his/her family moved out of the district during the junior year
- ~~7.~~ 8. When the parent/guardian provides written evidence that the family will be moving into the district in the immediate future and would like the student to start the year in the district
- ~~8.~~ 9. When the student will be living out of the district for one year or less
- ~~9.~~ 10. When recommended by the school attendance review board or by county child welfare, probation, or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence

(cf. 5113.1 - Chronic Absence and Truancy)

- ~~10.~~ 11. When there is valid interest in a particular educational program not offered in the district of residence
- ~~11.~~ 12. To provide a change in school environment for reasons of personal and social adjustment

An interdistrict attendance permit shall not exceed a term of five years. Each permit shall stipulate the terms and conditions established by both districts under which interdistrict attendance shall be permitted, denied, or revoked, and any standards for reapplication. (Education Code 46600)

Once a student is enrolled in a school, he/she shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school in which he/she is enrolled, unless reapplication standards are otherwise specified in the permit. Existing interdistrict attendance permits shall not be rescinded for students entering grade 11 or 12 in the subsequent school year. (Education Code 46600)

The Superintendent or designee may deny initial requests for interdistrict attendance permits if school facilities are overcrowded at the relevant grade level or based on other considerations that are not arbitrary. However, once a student is admitted, the district may not deny him/her continued attendance because of overcrowded facilities at the relevant grade level.

Within 30 days of a request for an interdistrict permit, the Superintendent or designee shall notify the parents/guardians of a student who is denied interdistrict attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601)

(cf. 5145.6 - Parental Notifications)

Students who are under consideration for expulsion or who have been expelled may not appeal

interdistrict attendance denials or decisions while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

(cf. 5119 - Students Expelled from Other Districts)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Regulation  
approved: December 13, 2011  
revised:

MADERA UNIFIED SCHOOL DISTRICT  
Madera, California

Madera USD  
Board Policy  
**DRUG TESTING**

BP 5131.61(a)

**Students**

The Governing Board is committed to providing a safe, drug-free school environment to maximize the health and safety of district students and to protect them from dangers associated with illegal drug use and drug abuse. To support the district's drug abuse prevention efforts, the Board desires to establish a drug testing program in the district's high schools that will discourage illegal drug use among students and timely identify and refer drug users to appropriate counseling and rehabilitative services.

*(cf. 5131.6 - Alcohol and Other Drugs)*

*(cf. 5131.63 - Steroids)*

Any drug testing program to be implemented in the district shall be developed in consultation with drug treatment and prevention professionals, the laboratory contracted to conduct the tests, and district legal counsel. In addition, the Superintendent or designee may invite input from students, staff, parents/guardians, community members, and representatives of local health care agencies, community service agencies, and businesses.

*(cf. 1020 - Youth Services)*

Drug testing procedures shall ensure appropriate student privacy while maintaining the viability of the process. If urinalysis testing is used, the supervisor collecting the specimen shall be the same gender as the student and the specimen shall be collected in a private facility behind a closed stall.

Parents/guardians shall be notified after any positive test results are confirmed. Test results shall be kept separate from the student's other educational records and shall be disclosed only to school staff designated by the Superintendent or designee as responsible for program implementation. The district shall not release test results to law enforcement authorities except in compliance with a court order.

*(cf. 5125 - Student Records)*

The Superintendent or designee shall provide a copy of the district's policy and procedures on drug testing to students and parents/guardians at the beginning of each school year.

*(cf. 5145.6 - Parental Notifications)*

The Superintendent or designee shall provide training to principals, coaches, and other district staff involved in implementing the district's drug testing program.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

### **Voluntary Drug Testing Program for All Students**

The Superintendent or designee may establish and maintain a voluntary drug testing program. Participation in this program shall require the written consent of the student's parents/guardians.

The Superintendent or designee shall provide information about the district's voluntary drug testing program to all high school students and their parents/guardians at the beginning of each school year. All informational materials provided for this purpose shall contain clear statements about how the program will be implemented, including, but not limited to, how students may be withdrawn from participation in the program.

Students who test positive shall be encouraged to participate in an assistance program and may be required to take subsequent drug tests. No disciplinary or punitive action shall be taken against any student who tests positive in the voluntary drug testing program.

*(cf. 5141.6 - School Health Services)*

### **Random Drug Testing for Athletics/Extracurricular Activities**

The Superintendent or designee may establish a nonvoluntary, random drug testing program for students participating in athletics and/or extracurricular activities.

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

*(cf. 6145.2 - Athletic Competition)*

No fee shall be charged for student participation in the district's drug testing program.

*(cf. 3260 - Fees and Charges)*

The Superintendent or designee shall develop:

1. Informational materials to be provided to participating students and their parents/guardians about the drug testing program

The informational materials shall require parents/guardians to notify the school when their child is taking any medication by presenting either a copy of the prescription or a physician's written verification of this fact.

2. A drug testing consent form to be signed by the student and his/her parent/guardian prior to allowing the student to participate in any athletic or extracurricular activity

The consent form shall specify the substances to be tested for and shall clearly indicate that the consent can be withdrawn and that the only consequence for such withdrawal will be that the student will no longer be able to participate in the athletic or extracurricular activity.

3. Procedures addressing how students will be selected, how often tests will be conducted, how samples will be collected and transported, and how results will be confirmed

Any student participating in extracurricular activities who fails a required drug test shall be required to participate in an assistance program and shall again be tested one month after the positive test result. If the student fails the second or any subsequent drug test, or refuses to participate in the assistance program within 10 days of his/her being notified of the positive test result or to be tested again, he/she shall be disqualified from all extracurricular activities that require drug testing for participation.

Any student participating in athletics who fails a required drug test shall be disqualified from participating in the athletic activity in accordance with district policy and shall be referred to an assistance program.

At the beginning of each school year, the Superintendent or designee shall conduct an orientation session for students participating in athletics and extracurricular activities and their parents/guardians, to explain the district's policy and outline the procedures for drug testing and the consequences if a positive result is obtained.

*Legal Reference:*

EDUCATION CODE

35160.5 District policy rules and regulations; requirements; matters subject to regulation

44049 Known or suspected alcohol or controlled substance abuse by student

51262 Use of anabolic steroids; legislative finding and declaration

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

COURT DECISIONS

Board of Education of Independent School District No. 92 of Pottawatomie County v. Earls, (2002) 122 S.Ct. 2559

Vernonia School District v. Acton, (1995) 115 S.Ct. 2385

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

*Management Resources:*

OFFICE OF NATIONAL DRUG CONTROL POLICY PUBLICATIONS

What You Need To Know About Drug Testing in Schools, August 2002

WEB SITES

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

National Institute on Drug Abuse: <http://www.nida.nih.gov>

Office of National Drug Control Policy: <http://www.whitehousedrugpolicy.gov>

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

Policy  
adopted:

MADERA UNIFIED SCHOOL DISTRICT  
Madera, California

# Madera USD

## Board Policy

### Head Lice

BP 5141.33

#### Students

~~The Governing Board believes that the district's head lice management program should emphasize the correct diagnosis and treatment of head lice in order to minimize disruption of the education process and to reduce the number of student absences resulting from infestation. In consultation with the school nurse, the Superintendent or designee may establish a routine screening program to help prevent the spread of head lice.~~

The Governing Board recognizes that head lice infestations among students require treatment but do not pose a risk of transmitting disease. The Superintendent or designee shall encourage early detection and treatment in a manner that minimizes disruption to the educational program and reduces student absences.

The Superintendent or designee may distribute information to parents/guardians of preschool and elementary students regarding routine screening, symptoms, accurate diagnosis, and proper treatment of head lice infestations. The Superintendent or designee also may provide related information to school staff.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

School employees shall report all suspected cases of head lice to the school nurse or designee as soon as possible. The nurse or designee shall examine the student and other students who are siblings of the affected student or members of the same household.

If a student is found with active, adult head lice, he/she shall be allowed to stay in school until the end of the school day. The parent/guardian of any such student shall be given information about the treatment of head lice and encouraged to begin treatment of the student immediately and to check all members of the family. The parent/guardian also shall be informed that the student shall be checked upon return to school the next day and allowed to remain in school if no active head lice are detected.

~~The Superintendent or designee shall send home the notification required by law for excluded students. (Education Code 48213)~~

(cf. 5112.2—Exclusions from Attendance)  
(cf. 5145.6—Parental Notifications)

The principal and school nurse shall work with the parents/guardians of any student who has been deemed to be a chronic head lice case in order to help minimize the student's absences from school.

(cf. 5113—Absences and Excuses)  
(cf. 5113.1—Truancy)

Upon the student's return to school, the school nurse or designee shall check the student for active head lice. If it is determined that the student remains infected with head lice, the school nurse or designee shall contact the student's parent/guardian to discuss treatment. As needed, he/she may provide additional resources and/or referral to the local health department, health care providers, or other agencies.

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.6 - School Health Services)*

If a student is found consistently infested with head lice, he/she may be referred to a multidisciplinary team, which may consist of the school nurse, representatives from the local health department and social services, and other appropriate individuals, to determine the best approach for identifying and resolving problems contributing to the student's head lice infestations.

*(cf. 1020 - Youth Services)*

*(cf. 5113 - Absences and Excuses)*

*(cf. 5113.1 - Chronic Absence and Truancy)*

When two or more students in any class have been identified as having a head lice infestation, all students in the class shall be examined. In consultation with the school nurse, the principal may also send information about head lice home to all parents/guardians of the students in that class.

(cf. 5125—Student Records)

Staff shall maintain the privacy of students identified as having head lice and excluded from attendance.



~~(cf. 4119.23/4219.23/4319.23—Unauthorized Release of Confidential/Privileged Information)~~

When it is determined that one or more students in a class or school are infested with head lice, the principal or designee may, at his/her discretion, notify parents/guardians of students in that class or school and provide them with information about the detection and treatment of head lice.

Staff shall maintain the privacy of students identified as having head lice.

~~(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)~~

~~(cf. 5125 - Student Records)~~

Legal Reference:

~~EDUCATION CODE~~

~~48210-48216 Persons excluded~~

~~49451 Physical examinations: parent's refusal to consent~~

Management Resources:

~~AMERICAN ACADEMY OF PEDIATRICS~~

~~Lice, Nits, and School Policy, Official Journal of the American Academy of Pediatrics, May 2001~~

~~CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS~~

~~Guidelines on Head Lice Prevention and Control for School Districts and Child Care Facilities, 2009~~

~~CALIFORNIA SCHOOL NURSES ORGANIZATION~~

~~Position Statement: Pediculosis Management, 2005~~

~~WEB SITES~~

~~California Department of Public Health: <http://www.cdph.ca.gov>~~

~~California School Nurses Organization: <http://www.seno.org>~~

~~Centers for Disease Control and Prevention, Parasitic Disease Information, Head Lice:~~

~~<http://www.cdc.gov/ncidod/dpd/parasites/lice>~~

Legal Reference:

EDUCATION CODE

48320-48325 School attendance review boards

49451 Physical examinations: parent's refusal to consent

Management Resources:

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

Guidelines on Head Lice Prevention and Control for School Districts and Child Care Facilities, rev. March 2012

A Parent's Guide to Head Lice, 2008

CALIFORNIA SCHOOL NURSES ORGANIZATION

Pediculosis Management, Position Statement, rev. 2011

WEB SITES

American Academy of Pediatrics: <http://www.aap.org>

California Department of Public Health: <http://www.cdph.ca.gov>

California School Nurses Organization: <http://www.csno.org>

Centers for Disease Control and Prevention, Parasitic Disease Information, Head Lice:

<http://www.cdc.gov/parasites/lice/head>

Policy  
adopted: December 13, 2011  
revised:

MADERA UNIFIED SCHOOL DISTRICT  
Madera, California

# **Madera USD**

## **Administrative Regulation**

### **Suspension And Expulsion/Due Process**

AR 5144.1

#### **Students**

#### Definitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(u))

#### **Notice of Regulations**

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension, and expulsion. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

~~A student may be subject to suspension or expulsion when it is determined that he/she:~~

Any student, including a student with disabilities, may be subject to suspension or expulsion when it is determined that he/she:

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

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense. (Education Code 48900(a))

A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, a student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(t))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as controlled substance, alcoholic beverage, or intoxicant. (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))
7. Stole or attempted to steal school property or private property. (Education Code 48900(g))
8. Possessed or used tobacco or any products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This restriction shall not prohibit a student from using or possessing his/her own prescription products. (Education Code 48900(h))  
  
(cf. 5131.62 - Tobacco)
9. Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))  
  
(cf. 5131.4 - Student Disturbances)
12. Knowingly received stolen school property or private property. (Education Code 48900(l))
13. Possessed an imitation firearm. (Education Code 48900(m))  
  
Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))
14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))

16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))

17. Engaged in, or attempted to engage in, hazing. (Education Code 48900(q))

Hazing means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

~~22. Engaged in an act of bullying, including, but not limited to, bullying by means of an electronic act, directed toward a student or school personnel. (Education Code 48900(r))~~

18. Engaged in an act of bullying. (Education Code 48900(r))

~~Bullying means one or more acts by a student or group of students that constitute sexual harassment pursuant to Education Code 48900.2, as defined in item #19 above; hate violence pursuant to Education Code 48900.3, as defined in item #20 above; or harassment, threats, or intimidation pursuant to Education Code 48900.4, as defined in item #21 above. (Education Code 32261)~~

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school.

~~Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, or image by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. (Education Code 32261)~~

Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

18. 19. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person, or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

~~19.~~ 20. Committed sexual harassment as defined in Education Code 212.5. (Education Code 48900.2)

Sexual harassment means that conduct, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

~~20.~~ 21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233. (Education Code 48900.3)

~~Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating another person, interfering with the exercise of a person's civil rights, or damaging a person's property because of the person's race, color, religion, ancestry, national origin, disability, gender, or sexual orientation. (Education Code 233; Penal Code 422.55)~~

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

~~21.~~ 22. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment. (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school under the jurisdiction of the Superintendent or principal or within any other school district, including, but not limited to, the following circumstances: (Education Code 48900)

1. While on school grounds
2. While going to or coming from school  
*(cf. 5131.1 - Bus Conduct)*
3. During the lunch period, whether on or off the school campus  
  
(cf. 5112.5 - Open/Closed Campus)
4. During, going to, or coming from a school-sponsored activity  
  
(cf. 5131.1 - Bus Conduct)

The Superintendent or principal may use his/her discretion to provide alternatives to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. (Education Code 48900(v))

(cf. 5138 - Conflict Resolution/Peer Mediation)  
(cf. 6164.2 - Guidance/Counseling Services)

Alternatives to suspension or expulsion shall be used with students who are truant, tardy, or otherwise absent from assigned school activities.

(cf. 5113 - Absences and Excuses)  
(cf. 5113.1 - Chronic Absence and Truancy)

### **Removal from Class by a Teacher/Parental Attendance**

A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act listed in "Grounds for Suspension and Expulsion" above. (Education Code 48910)

A teacher also may refer a student to the principal or designee for consideration of suspension from school. (Education Code 48910)

When removing a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. The student shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible, the teacher shall ask the student's parent/guardian to attend a parent-teacher



conference regarding the removal. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal. (Education Code 48910)

A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Pursuant to Board policy, a teacher may provide that the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)

The notice shall specify that the attendance may be on either the date the student is scheduled to return to class or within one week thereafter.

This notice shall also:

1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date
2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student
3. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1

### **Suspension by Superintendent, Principal, or Principal's Designee**

~~The Superintendent or principal may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)~~

The Superintendent, principal, or designee may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above. A student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code 48900.5)

However, the Superintendent, principal, or designee may impose a suspension upon a first offense if he/she determines that the student violated items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48900.5)

~~The Superintendent or principal shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)~~

In addition, the Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife, as defined in Education Code 48915(g), at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above
5. Possession of an explosive as defined in 18 USC 921

Explosive means a destructive device and includes, but is not limited to, any explosive, incendiary, or poison gas bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or similar device. A destructive device includes any other type of weapon (except a shotgun or shotgun shell recognized by the United States Secretary of Army as suitable for sporting purposes) which might be converted to project an explosive. (18 USC 921)

Suspension also may be imposed upon a first offense if the Superintendent or principal determines that the student violated items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48900.5)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)

Suspensions shall be initiated according to the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or principal's designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists. An emergency situation involves a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911)

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

### **Suspension by the Board**

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by Superintendent, Principal, or Principal's Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

## Supervised Suspension Classroom

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school, students, or staff may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. Each student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

## Authority to Expel

A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)

The Board also may order a student expelled for any of the acts listed above under "Grounds for Suspension and Expulsion" upon recommendation by the principal, Superintendent, hearing officer, or administrative panel, based on either or both of the following finding(s): (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

## Mandatory Recommendation for Expulsion

Unless the Superintendent, principal, or designee finds that expulsion is inappropriate due to particular circumstances, the principal or the Superintendent or designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife as defined in Education Code 48915(g), explosive, or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

### **Mandatory Recommendation and Mandatory Expulsion**

The Superintendent, principal, or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the firearm from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife as defined in Education Code 48915(g) at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above
5. Possessing an explosive as defined in 18 USC 921

Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915)

### **Student's Right to Expulsion Hearing**

The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines ~~that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred.~~ (Education Code 48918(a))

that the student has committed one of the acts listed under "Grounds for Suspension and Expulsion." (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

After a determination that one of the grounds listed above under "Grounds for Suspension and Expulsion" has occurred, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion. The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian.

### **Rights of Complaining Witness**

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

## Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

## Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the ~~hearing to~~ ~~berate and determine whether or not the student should be expelled.~~ ~~If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session.~~ (Education Code 48918(c))



hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of

evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. Testimony by Complaining Witnesses: The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
  - a. Any complaining witness shall be given five days' notice before being called to testify.
  - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
  - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
  - d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
  - e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
  - f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
  - g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

- (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
  - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
  - (3) The person conducting the hearing may:
    - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
    - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
    - (c) Permit one of the support persons to accompany the complaining witness to the witness stand
6. **Decision Within 10 School Days:** The Board's decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))
  7. **Decision Within 40 School Days:** If the Board does not meet on a weekly basis, its decision on whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

**Alternative Expulsion Hearing: Hearing Officer or Administrative Panel**

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing" ~~(Education Code 48918(d))~~

including the requirement to issue its decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing,

determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (Education Code 48917, 48918)

~~The Board shall make its decision about the student's expulsion within 40 school days after the date of the student's removal from school unless the student requests in writing that the decision be postponed. (Education Code 48918(a))~~

### **Final Action by the Board**

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for an act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

### **Written Notice to Expel**

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. ~~The specific offense committed by the student for any of the causes for suspension or expulsion listed in Education Code 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915 (Education Code 48900.8)~~  
The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

### **Decision Not to Enforce Expulsion Order**

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct

3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the time of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915. (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

### **Right to Appeal**

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting

documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

### **Notification to Law Enforcement Authorities**

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students or nonstudents regarding the possession, sale, or furnishment of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

### **Post-Expulsion Placements**

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available, and when the County Superintendent so certifies, students expelled for acts described in items #6-13 and ~~#19-21~~ under "Grounds for Suspension and Expulsion" above may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

#20-22

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

### **Readmission After Expulsion**

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

### **Maintenance of Records**

The Board shall maintain a record of each expulsion, including the specific cause of the expulsion. The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon receipt of a written request by the admitting school. (Education Code 48900.8, 48918(k))



(cf. 5125 - Student Records)

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

#### Outcome Data

The Superintendent or designee shall maintain the following data: (Education Code 48900.8, 48916.1)

1. The number of students recommended for expulsion
2. The specific grounds for each recommended expulsion
3. Whether the student was subsequently expelled
4. Whether the expulsion order was suspended
5. The type of referral made after the expulsion
6. The disposition of the student after the end of the expulsion period

Regulation  
approved: December 13, 2011  
revised:

MADERA UNIFIED SCHOOL DISTRICT  
Madera, California

## **Certificate Of Proficiency/High School Equivalency**

### **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)

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, 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)

~~Upon request, the Superintendent or designee shall provide a form for obtaining parent/guardian consent for exemption from compulsory school attendance by students ages 16 and 17 who have demonstrated proficiency. The form shall contain at least the following information: (5 CCR 11522)~~

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. (Education Code 48410)

The consent form shall be provided by the Superintendent or designee and shall contain at least the following information: (5 CCR 11522)

**Certificate Of Proficiency/High School Equivalency (continued)**

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

(cf. 5112.1 - Exemptions from Attendance)

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**

Any person is eligible to take the General Educational Development 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 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

**Certificate Of Proficiency/High School Equivalency (continued)**

5. Is 17 years of age, has accumulated fewer than 100 units of high school credit prior to enrollment in a dropout recovery high school's academic program, 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  
approved: August 8, 2000  
revised: May 22, 2012  
revised:

MADERA UNIFIED SCHOOL DISTRICT  
Madera, California

# ~~Madera USD~~

## ~~Board Policy~~

### ~~Equipment, Books And Materials~~

Policy deleted due to redundancy with BP 6161.1 –  
Selection and Evaluation of Instructional Materials.

~~BP 6161–~~

#### ~~Instruction~~

~~The Governing Board recognizes that student learning is enhanced when students have access to high quality textbooks, equipment and other instructional materials for each of the subjects they are studying. To adequately support the Board approved curriculum, instructional materials also should be up to date.~~

~~The Superintendent or designee shall develop procedures for determining the sufficiency of district instructional materials in providing accurate, current information and ensuring that students have access to standards-based materials. When new instructional materials have been chosen in accordance with the district's selection and evaluation policy, the Board shall make final decisions regarding their purchase.~~

~~(cf. 0440 – District Technology Plan)~~

~~(cf. 3270 – Sale and Disposal of Books, Equipment and Supplies)~~

~~(cf. 6141 – Curriculum Development and Evaluation)~~

~~(cf. 6161.1 – Selection and Evaluation of Instructional Materials)~~

~~(cf. 6163.1 – Library Media Centers)~~

#### ~~Legal Reference:~~

##### ~~EDUCATION CODE~~

~~60010 – Definitions~~

~~60040-60047 – Instructional requirements and materials~~

~~60119 – Public hearing on sufficiency of materials~~

~~60200-60206 – Elementary school materials~~

~~60240-60252 – State Instructional Materials Fund~~

~~60400-60411 – High school textbooks~~

~~60420-60424 – Instructional Materials Funding Realignment Program~~

##### ~~CODE OF REGULATIONS, TITLE 5~~

~~9505-9532 – Instructional materials, especially:~~

~~9531-9532 – Instructional Materials Funding Realignment Program~~

#### ~~Management Resources:~~

##### ~~WEB SITES~~

~~CDE, Curriculum Frameworks and Instructional Resources Division: <http://www.cde.ca.gov/cfir>~~

~~Policy MADERA UNIFIED SCHOOL DISTRICT  
adopted: December 13, 2011 — Madera, California~~



**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

**Subject:** First Reading of Revised Board Policies and Administrative Regulations

**Responsible Staff:** **Dr. Anthony A. Monreal, Deputy Superintendent**  
Shirley Woods, Vice-Principal /Adult Education

**Agenda Placement:** New Business

**Background/ rationale:**

- New language is recommended by CSBA on the following Board Policies and Administrative Regulations:
  - BP 6178 Instruction - Career Technical Education
  - AR 6178 Instruction - Career Technical Education

**Financial impact:**  
None

**Superintendent's recommendation:**

The Superintendent recommends First Reading of the Board Policies and Administrative Regulations.

**Supporting documents attached:**

(Deleted language noted as ~~striketrough~~; new language is underlined.)

- Revised Board Policies and Administrative Regulations

# Madera USD

## Board Policy

### Career Technical Education

#### BP 6178(a) 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; and provides that districts are deemed in compliance with the program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. 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 of this flexibility, the district may choose to temporarily suspend certain provisions of the following policy or administrative regulation that reflect these those requirements. However, this flexibility does not affect or alter any existing contract or bargaining agreement that the district may have in place. Thus, districts should examine the terms of those contracts and agreements and consult with district legal counsel for additional guidance. Also, see BP 2210 – Administrative Discretion Regarding Board Policy. For further information, please contact the Superintendent or designee.

The Governing Board desires to provide a comprehensive career technical education (CTE) program in the secondary grades 7-12 which integrates core academic instruction with technical and occupational instruction in order to increase student achievement, graduation rates, and readiness for postsecondary education and employment. The district's CTE program shall be designed to help students develop the academic, career, and technical skills needed to succeed in a knowledge- and skills-based economy. The program shall include a rigorous academic component and provide students with a strong experience and understanding of all aspects of an industry.

*(cf. 6143 - Courses of Study)*  
*(cf. 6200 - Adult Education)*

The district's CTE program shall focus on preparing students to enter current or emerging high-skill, high-wage, and/or high-demand occupations. CTE opportunities may be offered through linked learning programs, partnership academies, apprenticeship programs or orientation to apprenticeships, regional occupational centers or programs, tech prep programs, charter schools, small learning communities, or other programs that expose students to career options while preparing them for future careers in a given industry or interest area.

*(cf. 0420.4 - Charter School Authorization)*  
*(cf. 6178.2 - Regional Occupational Center/Program)*



BP 6178(b)

The Board shall review and approve all district plans and applications for the use of state and/or federal funds supporting CTE.

The Board shall adopt standards for CTE which meet or exceed the state's model content standards and describe the essential knowledge and skills that students enrolled in these courses are expected to master. The course curriculum shall be aligned with district-adopted standards and the state's curriculum framework.

*(cf. 6011 - Academic Standards)*

*(cf. 6141 - Curriculum Development and Evaluation)*

At least every three years, the Board shall compare the district's curriculum, course content, and course sequence of CTE with the model state curriculum standards. (Education Code 52376)

BP 6178(c)

The Superintendent or designee shall systematically review the district's CTE classes to determine the degree to which each class may offer an alternative means for completing and receiving credit for specific portions of the course of study prescribed by the district for high school graduation. The Board shall ensure that these classes are equivalent in content and rigor to the courses prescribed for graduation. (Education Code 52376)

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

*(cf. 6146.11 - Alternative Credits Toward Graduation)*

*(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)*

The Superintendent or designee shall develop partnerships with local businesses and industries to ensure that course sequences, career technical and integrated curriculum, classroom instruction and projects, and assessments ~~has~~ have real-world relevance and reflects labor market needs and priorities. He/she also shall work to develop connections with businesses, postsecondary institutions, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities.

*(cf. 1700 - Relations Between Private Industry and the Schools)*

*(cf. 5113.2 - Work Permits)*

*(cf. 6178.1 - Work Experience Education)*

The Superintendent or designee shall collaborate with postsecondary institutions to ensure that the district's program is articulated with postsecondary programs in order to provide a sequential course of study. Articulation opportunities may include dual or concurrent enrollment in community college courses.

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

BP 6168(d)

The Superintendent or designee shall inform all secondary students and their parents/guardians about the CTE experiences available in the district, CTE courses that satisfy college admission criteria, and, if applicable, CTE courses that satisfy high school graduation requirements. In addition, secondary students shall receive individualized career guidance and academic counseling which provides information about academic and CTE opportunities related to the student's career goals.

*(cf. 5145.6 - Parental Notifications)*

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

The Superintendent or designee shall ensure that teachers of CTE courses possess the qualifications and credentials necessary to teach their assigned courses. He/she also shall provide teachers and administrators with professional development designed to enhance their knowledge of standards-aligned CTE and shall provide opportunities for CTE teachers to collaborate with teachers of academic courses in the development and implementation of integrated curriculum models. ~~ways to integrate technical and occupational instruction with academic instruction.~~

BP 6178(e)

*(cf. 4112.2 - Certification)*

*(cf. 4131 - Staff Development)*

*(cf. 4331 - Staff Development)*

~~The district shall provide services to support students in the CTE program, including comprehensive career guidance and academic counseling.~~ The Superintendent or designee shall provide counselors and other guidance personnel with professional development that includes, but is not limited to, information about current workforce needs and trends, requirements of the district's CTE program, work-based learning experience opportunities, and postsecondary education and employment options following high school.

~~*(cf. 5145.6 - Parental Notifications)*~~

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

The Superintendent or designee shall regularly assess district needs for facilities, technologies, and equipment to increase students' access to the district's CTE program.

*(cf. 0440 - District Technology Plan)*

*(cf. 3440 - Inventories)*

*(cf. 3512 - Equipment)*

*(cf. 7110 - Facilities Master Plan)*

BP 6178(f)

Nondiscrimination

The district's program shall provide equal access to and shall not unlawfully discriminate against students who are members of special populations. *Special populations* include, but are not limited to, students with disabilities; students from economically disadvantaged families, including foster youth; single parents and single pregnant females; displaced homemakers; students with limited English proficiency; and students preparing for nontraditional fields; ~~single parents and single pregnant females; displaced homemakers; and students with limited English proficiency.~~ *Nontraditional fields* include occupations or fields of work, including careers in computer science, technology, and other emerging high-skill occupations, for which individuals from one gender constitute less than 25 percent of the individuals employed in each such occupation or field of work. (20 USC 2302, 2354, 2373)

Prior to the beginning of each school year, the Superintendent or designee shall advise students, parents/guardians, employees, and the general public that all CTE opportunities are offered without regard to any actual or perceived characteristic protected from discrimination by law. ~~race, color, national origin, sex, or disability.~~ (34 CFR 104.8, 106.9)

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 1312.3 - Uniform Complaint Procedures)

The above notification shall be disseminated in languages other than English as needed and shall state that the district will take steps to ensure that the lack of English language skills will not be a barrier to admission and participation in the district's CTE program. (20 USC 2354; 34 CFR 100.B)

BP 6178(g)

#### Advisory Committee School and Community Involvement

The Board shall appoint a CTE advisory committee to develop recommendations on the district's CTE program and to serve as a liaison between the district and potential employers. The committee shall consist of at least one or more representatives of the general public-knowledgeable student, teacher, business representative, industry representative, school administrator, member of the general public knowledgeable about the disadvantaged; ~~students; teachers; business; industry; school administration;~~ and representative of the field office of the California Department of Employment Development Department. (Education Code 8070)

(cf. 1220 - Citizen Advisory Committees)

This committee may be expanded to include parents/guardians, representatives of labor organizations, representatives of special populations, and other interested individuals in order to involve them in the development, implementation, and evaluation of CTE programs funded through the federal Carl D. Perkins Career and Technical Education Act.

BP 6178(h)

Program Evaluation

The Board shall monitor ~~and evaluate~~ the achievement of students participating in the district's CTE program in order to determine the need for program improvements. The Superintendent or designee shall annually report to the Board and the California Department of Education on program enrollment and completion rates, including enrollment and completion of programs in nontraditional fields as defined in 20 USC 2302; student academic assessment results; attainment of career and technical skill proficiencies; attainment of a high school diploma or equivalent; graduation rates; and subsequent placement in postsecondary education or advanced training, military service, or employment. Data shall be disaggregated, in accordance with 20 USC 2323, by race, ethnicity, gender, disability status, migrant status, English proficiency, and economic disadvantage status and for each special population as defined in 20 USC 2302 and listed in the section "Nondiscrimination" above.

~~(cf. 6146.1 – High School Graduation Requirements)~~  
~~(cf. 6146.2 – Certificate of Proficiency/High School Equivalency)~~  
~~(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)~~

~~At least every three years, the Board shall compare the district's curriculum, course content, and course sequence of CTE with the model state curriculum standards. (Education Code 52376)~~

~~The Superintendent or designee shall systematically review the district's CTE classes to determine the degree to which each class may offer an alternative means for completing and receiving credit for specific portions of the course of study prescribed by the district for high school graduation. The Board shall ensure that these classes are equivalent in content and rigor to the courses prescribed for graduation. (Education Code 52376)~~

~~(cf. 0500 – Accountability)~~  
~~(cf. 6146.11 – Alternative Credits Toward Graduation)~~  
~~(cf. 6190 – Evaluation of the Instructional Program)~~

### BP 6178(i)

#### *Legal Reference:*

##### EDUCATION CODE

8006-8156 Career technical education  
17078.70-17078.72 Career technical education facilities  
33430-33432 Health science and medical technology grants  
41505-41508 Pupil Retention Block Grant  
41540-41544 Targeted instructional improvement block grant  
44260-44260.1 Designated subjects career technical education credential  
44260.9 Designated subjects career technical education credential  
48430 Legislative intent; continuation education schools and classes  
48980 Parental notifications  
51220-51229 Courses of study, grades 7-12

## BP 6178(j)

### *Legal Reference: (continued)*

51760-51769.5 *Work experience education*  
52300-52499.66 *Career technical education*  
52519-52520 *Adult education, occupational training*  
53080-53084 *School-to-career initiatives*  
53086 *California Career Resource Network*  
54690-54697 *California Partnership Academies*  
56363 *Related services for students with disabilities; specially designed career technical education*  
66205.5-66205.9 *Approval of career technical education courses for admission to California colleges*  
88500-88551 *Community college economic and workforce development program*  
GOVERNMENT CODE  
54950-54963 *Brown Act*  
LABOR CODE  
3070-3099.5 *Apprenticeships*  
CODE OF REGULATIONS, TITLE 5  
1635 *Credit for work experience education*  
3051.14 *Specially designed career technical education for students with disabilities*  
10070-10075 *Work experience education*  
10080-10092 *Community classrooms*  
10100-10111 *Cooperative vocational education*  
11500-11508 *Regional occupational centers and programs*  
11535-11538 *Career technical education contracts with private postsecondary schools*  
11610-11611 *Regional adult and vocational education councils*  
CODE OF REGULATIONS, TITLE 8  
200-240 *Apprenticeships*  
UNITED STATES CODE, TITLE 20  
2301-2414 *Carl D. Perkins Career and Technical Education Act of 2006*  
6301-6578 *Improving the Academic Achievement of the Disadvantaged*  
CODE OF FEDERAL REGULATIONS, TITLE 34  
80.32 *Equipment acquired with federal funds*  
100.B *Appendix B Guidelines for eliminating discrimination in career technical education programs*  
104.1-104.39 *Section 504 of the Rehabilitation Act of 1973*  
106.1-106.61 *Discrimination on the basis of sex, effectuating Title IX*

### *Management Resources:*

CSBA PUBLICATIONS  
*Orientation to Apprenticeship Overview, Construction Management Task Force Fact Sheet, November 2007*  
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
*2008-2012 State Plan for Career Technical Education*  
*Model Programs and Practices: Setting Standards for Regional Occupational Centers and Programs (ROCPs), rev. October 2007*  
*Career Technical Education Framework for California Public Schools, Grades Seven Through Twelve, January 2007*  
*California Career Technical Education Model Curriculum Standards, Grades Seven Through Twelve, May 2005*  
*Management of Vocational Education Equipment, April 2000*  
CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISION OF APPRENTICESHIP STANDARDS PUBLICATIONS  
*Orientation to Apprenticeships: A Guide for Educators, January 2001*  
WEB SITES  
CSBA: <http://www.csba.org>  
Association for Career and Technical Education: <http://www.acteonline.org>  
California Association of Regional Occupational Centers and Programs: <http://www.carocp.org>

*California Career Resource Network: <http://www.californiacareers.info>*  
*California Department of Education, Career Technical Education: <http://www.cde.ca.gov/ci/ct>*  
*California Department of Employment Development: <http://www.edd.ca.gov>*  
*California Department of Industrial Relations: <http://www.dir.ca.gov>*  
*California Workforce Investment Board: <http://www.calwia.org>*  
*Commission on Teacher Credentialing: <http://www.ctc.ca.gov>*  
*U.S. Department of Education, Office of Vocational and Adult Education:  
<http://www.ed.gov/about/offices/list/ovae/pi/cte/index.html>*  
*U.S. Department of Labor, Bureau of Labor Statistics: <http://www.bls.gov>*

Policy MADERA UNIFIED SCHOOL DISTRICT  
adopted: December 13, 2011 Madera, California

# Madera USD

## Administrative Regulation

### Career Technical Education

AR 6178(a)  
**Instruction**

Perkins Basic Grants for Career Technical Education

For any district program of ~~The Superintendent or designee shall submit to the California Department of Education a district plan for the career technical education (CTE) program funded through a basic grant of by the federal Carl D. Perkins Career and Technical Education Act. , the district~~ The plan shall submit: to the California Department of Education a districtwide plan addressing the components specified in 20 USC 2354 and any additional requirements specified in the state plan developed pursuant to 20 USC 2342. The multi-year district plan shall cover the same time period covered by the state plan. (20 USC 2354)

~~1. — Describe how program funds will be used to provide the CTE program components required by 20 USC 2355(b)~~

~~2. — Describe how activities will be carried out in order to meet levels of performance established pursuant to 20 USC 2323~~

~~(cf. 6146.1 — High School Graduation Requirements)~~

~~(cf. 6146.2 — Certificate of Proficiency/High School Equivalency)~~

~~(cf. 6162.52 — High School Exit Examination)~~

~~3. — Describe how the district will:~~

~~a. — Offer the appropriate courses of at least one CTE program of study described in 20 USC 2342~~

~~(cf. 6143 — Courses of Study)~~

The district shall offer at least one CTE program of study which shall: (20 USC 2342, 2354, 2355)

1.b. Improve the academic and career technical skills of participating students by strengthening the academic and career technical components of such programs through the integration of integrating coherent and rigorous academic content and relevant CTE programs to ensure learning in the core academic and career technical subjects

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

2. Link CTE at the secondary and postsecondary levels through at least one of the strategies specified in 20 USC 2342

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

- 3.e. Provide students with strong experience in and understanding of all aspects of an industry, which may include work-based learning experiences

*(cf. 5113.2 - Work Permits)*

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

- d. ~~Ensure that participating students are taught to the same coherent and rigorous content aligned with challenging academic standards as are taught to all other students~~

*(cf. 6011 – Academic Standards)*

- e. ~~Encourage participating students to enroll in rigorous and challenging courses in core academic subjects~~

*(cf. 6142.91 – Reading/Language Arts Instruction)*

*(cf. 6142.92 – Mathematics Instruction)*

*(cf. 6142.93 – Science Instruction)*

4. ~~Describe how CTE, academic, guidance, and administrative personnel will be provided comprehensive professional development, including initial teacher preparation, that promotes the integration of coherent and rigorous content aligned with academic standards with relevant CTE, including curriculum development~~ Develop, improve, or expand the use of technology in CTE

*(cf. 4131 – Staff Development)*

*(cf. 4331 – Staff Development)*

*(cf. 0440 – District Technology Plan)*

5. ~~Describe how parents/guardians, students, academic and CTE teachers, administrators, career guidance and academic counselors, representatives of tech prep consortia if applicable, representatives of business and industry, labor organizations, representatives of special populations, and other interested individuals will be involved in the development, implementation, and evaluation of CTE programs, and how such individuals and entities will be effectively informed about, and assisted in understanding, the requirements of the federal program~~ Provide professional development to teachers, administrators, and career guidance and academic counselors who are involved with integrated CTE programs



~~(cf. 1220—Citizen Advisory Committees)~~  
~~(cf. 1700—Relations Between Private Industry and the Schools)~~

~~(cf. 4131 - Staff Development)~~  
~~(cf. 4331 - Staff Development)~~  
~~(cf. 6164.2 - Guidance/Counseling Services)~~

6. ~~Provide assurances that the district's CTE program is of such size, scope, and quality to bring about improvement in the quality of CTE~~ Develop and implement program evaluations, including an assessment of how the needs of special populations, as defined in 20 USC 2302 and Board policy, are being met

~~(cf. 0500 - Accountability)~~  
~~(cf. 6190 - Evaluation of the Instructional Program)~~

7. ~~Describe the process that will be used to evaluate and continuously improve the district's performance~~ Initiate, improve, expand, and modernize quality CTE programs, including relevant technology

~~(cf. 0500—Accountability)~~  
~~(cf. 6190—Evaluation of the Instructional Program)~~

8. ~~Describe how the district will:~~ Provide services and activities that are of sufficient size, scope, and quality to be effective

9. Provide activities to prepare special populations for high-skill, high-wage, or high-demand occupations that will lead to self-sufficiency

The district's program shall consist of at least two full-year CTE courses with a combined duration of at least 300 hours, or a single multiple-hour course which provides sequential units of instruction and has a duration of at least 300 hours. At least 50 percent of course curriculum and content shall be directly related to the development of career knowledge and skills.

a. ~~Review CTE programs and identify and adopt strategies to overcome barriers that result in lowering rates of access to or lowering success in the program for special populations, as defined in 20 USC 2302 and Board policy~~

b. ~~Provide programs that are designed to enable special populations to meet established performance level targets~~

c. ~~Provide activities to prepare special populations, including single parents and displaced homemakers, for high skill, high wage, or high demand occupations that will lead to self-sufficiency~~

~~9. Describe how the district will ensure that individuals will not be discriminated against on the basis of their status as members of special populations~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)  
(cf. 1312.3—Uniform Complaint Procedures)~~

~~10. Describe how funds will be used to promote preparation for nontraditional fields~~

~~Nontraditional fields means occupations or fields of work, including careers in computer science, technology, and other emerging high-skill occupations, for which individuals from one gender constitute less than 25 percent of the individuals employed in each such occupation or field of work. (20 USC 2302)~~

~~11. Describe how career guidance and academic counseling will be provided to CTE students, including linkages to future education and training opportunities~~

~~(cf. 6164.2—Guidance/Counseling Services)~~

~~12. Describe efforts to improve:~~

~~a. The recruitment and retention of CTE teachers and career guidance and academic counselors, including individuals in groups underrepresented in the teaching profession~~

~~b. The transition to teaching from business and industry~~

~~(cf. 4112.2—Certification)~~

### Tech Prep Programs

The district shall, ~~jointly in a consortium~~ under an articulation agreement with an institution of postsecondary education and other consortium partners as appropriate, offer a technical preparation (tech prep) program in accordance with 20 USC 2371-2376. The program shall: (20 USC 2373)

~~1. Be carried out under an articulation agreement with the postsecondary institution and any other consortium partners~~

~~2.1. Consist of a program of study that:~~

~~a. Combines at least two years of tech prep at the secondary level which is linked to at least two years of either postsecondary education in a sequential, nonduplicative course of study or an apprenticeship program~~

~~b. Integrates academic and career technical instruction and utilizes work-based and work site learning experiences as appropriate and available~~

~~(cf. 5113.2—Work Permits)~~

~~(cf. 6178.1—Work Experience Education)~~

- c. Provides technical preparation in a career field, including high-skill, high-wage, or high-demand occupations
  - d. Builds student competence in technical skills and in core academic subjects, as appropriate, through applied, contextual, and integrated instruction in a coherent sequence of courses
  - e. Leads to technical skill proficiency, an industry-recognized credential, a certificate, or a degree in a specific career field
  - f. Leads to placement in high-skill or high-wage employment or to further education
  - g. Utilizes CTE programs of study, to the extent practicable
  - h. Meets state academic standards
  - i. Investigates opportunities for tech prep students to enroll concurrently in secondary education and postsecondary education courses
- ~~3.2.~~ Uses educational technology and distance learning, as appropriate, to involve consortium partners more fully in the development and operation of programs
- ~~4.3.~~ Includes in-service professional development for teachers, administrators, and counselors that addresses the goals identified in 20 USC 2373
- ~~5.4.~~ Provides equal access to the full range of tech prep programs to individuals who are members of special populations, as defined in 20 USC 2302 and Board policy, including the development of tech prep program services appropriate to the needs of special populations
- ~~6.5.~~ Provides for preparatory services that assist participating students
- ~~7.6.~~ Coordinates with activities conducted under Title I of the No Child Left Behind Act

~~(cf. 6171 - Title I Programs)~~

#### ~~Participation of Private Schools~~

~~Upon written request from representatives of nonprofit private schools within the geographical area served by the district, the Superintendent or designee shall: (20 USC 2397)~~

- ~~1. Consult with the private school representatives in a timely and meaningful manner and, if the district so chooses, provide for the participation of private school secondary students in the district's CTE programs and activities funded under the federal Carl D. Perkins Career and~~

## Technical Education Act

~~2. To the extent practicable, permit participation of CTE teachers, administrators and other personnel from private schools in the district's in-service and preservice CTE professional development programs funded through the Perkins Act~~

## Partnership Academies

~~The district shall operate one or more partnership academies as a school within a school focused on a broad career theme. The program shall be available to students in grades 10-12 who are identified as at-risk of dropping out of school or who satisfy other criteria specified in Education Code 54690 and 54691. The district's program shall provide: (Education Code 54692)~~

- ~~1. Instruction in at least three academic subjects each regular school term that prepares students for a regular high school diploma and contributes to an understanding of the occupational field of the academy~~
- ~~2. A "laboratory class" related to the academy's occupational field~~
- ~~3. Classes that are block scheduled in a cluster whenever possible to provide flexibility to academy teachers and which may vary in number during grade 12~~
- ~~4. A mentor from the business community for students during grade 11~~
- ~~5. An internship or paid job related to the academy's occupational field or work experience to improve employment skills, during the summer following grade 11 except when a student must attend summer school for purposes of completing graduation requirements~~
- ~~6. Additional motivational activities with private sector involvement to encourage academic and occupational preparation~~

~~Attendance in the classes described in items #1-2 above shall be limited to students in the academy. (Education Code 54692)~~

~~The Superintendent or designee shall establish an advisory committee consisting of individuals involved in academy operations, including district and school administrators, lead teachers, and representatives of the private sector. (Education Code 54692)~~

## Pre-Apprenticeship and Apprenticeship Programs

~~The district shall offer an orientation program for high school and/or adult education students that acquaints students with a broad range of career options, provides information regarding available apprenticeship programs, and provides classroom instructional job training which guides students to a registered apprenticeable occupation. The district's program shall:~~

- ~~1. Introduce students to what they need to know in order to apply, test, and interview for~~

~~acceptance into an apprenticeship program~~

~~2. Demonstrate the need for proficiency in reading and comprehension, mathematics, science, and technology~~

~~3. Emphasize the necessity to have the ability to communicate in reading, writing, speaking, listening, and numeration skills~~

~~4. Identify the knowledge, skills, and attitudes needed to enter and successfully complete an apprenticeship program~~

~~5. Provide an orientation to a specific craft or trade or to an industry~~

~~(cf. 6200—Adult Education)~~

~~The Superintendent or designee may enter into an agreement with a local business, labor or management apprenticeship committee, and/or joint labor-management apprenticeship committee that has been approved to sponsor an apprenticeship program in order to develop and deliver related and supplemental instruction to students participating in a registered apprenticeship program. (Labor Code 3074, 3075, 3078)~~

#### Regional Occupational Center/Program

The district shall operate and/or partner with a regional occupational center or program (ROC/P), established pursuant to Education Code 52300-52335.6, which offers CTE courses independently or in support of tech prep programs, linked learning programs, partnership academies, and/or pre-apprenticeship and apprenticeship programs as appropriate.

Occupational course sequences offered by the ROC/P shall provide prerequisite courses needed to enter apprenticeship or postsecondary vocational certificate or degree programs, focus on occupations requiring comprehensive skills leading to high entry-level wages and/or the possibility of significant wage increases after a few years on the job, offer as many courses as possible that meet college admission requirements, and lead to attainment of an occupational skill certificate. (Education Code 52302)

#### Student Organizations

The district may provide support, including supplies, materials, activities, and advisory expenses, to student organizations which engage in activities that are integral to the CTE program; and provide for the development of student leadership skills. The district may provide funding for supplies, materials, activities, and advisor expenses of such student organizations but shall not use state or federal funding to pay students' membership dues, food or lodging expenses, out-of-state travel, or the cost of a social activity or assemblage. However, no state or federal funds shall be used to pay students' membership dues, food or lodging expenses, out-of-state travel, or the cost of a social activity or assemblage.

*(cf. 6145 - Extracurricular and Cocurricular Activities)*  
*(cf. 6145.5 - Student Organizations and Equal Access)*

Regulation MADERA UNIFIED SCHOOL DISTRICT  
approved: December 13, 2011 Madera, California



**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

**Subject:** First Reading of Revised Board Bylaw  
BB 9270 Conflict of Interest

**Responsible Staff:** Gustavo Balderas, Superintendent

**Agenda Placement:** New Business

**Background/ rationale:**

The Political Reform Act requires every local government agency to review its conflict-of-interest- code biennially. We are in receipt of the 2012 Biennial Notice for Conflict-of-Interest Codes and are submitting the Madera Unified Board Bylaw with a required change in the Filing Officer, adding one new administrative position, and recommend deleting others that have been deemed to not fall under the disclosure categories as outlined.

**Financial impact:**

None

**Superintendent's recommendation:**

The Superintendent recommends First Reading of the Board Bylaw

**Supporting documents attached:**

(Deleted language noted as ~~strike through~~; new language is underlined.)

- Board Bylaw BB 9270 Conflict of Interest

# Madera USD

## Board Bylaw

### Conflict Of Interest

BB 9270

#### Board Bylaws

#### Incompatible Activities

Governing Board Members shall not engage in any employment or activity, which is inconsistent with, incompatible with, in conflict with or inimical to the Board Member's duties as an officer of the School District. (Government Code 1126)

#### Conflict of Interest Code

The District's Conflict of Interest Code shall comprise the terms of 2 CCR 18730, and any amendments to it adopted by the Fair Political Practices Commission, together with a District attachment specifying designated positions and the specific types of disclosure statements required for each position.

When a change in the District's Conflict of Interest Code is necessitated by changed circumstances such as the creation of new positions, amendments or revisions shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

The Board shall review the appropriate District Conflict of Interest Code in even-numbered years and send the code reviewing body either an amended code or, by October 1 of that year, a statement to the effect that no change is necessary. (Government Code 87306.5)

When reviewing and preparing Conflict of Interest Codes, the District shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Designated employees of the District, including Board Members, shall adhere to the financial disclosure requirements of the District's Conflict of Interest Code adopted pursuant to the provisions of Government Code 87300.

In accordance with the Conflict of Interest Code, designated employees, including Board Members, shall file statements of economic interests with the Madera County Clerk-Recorder/Registrar of Voters office. The Madera County Clerk-Recorder/Registrar of Voters or designee shall make and retain copies of all statements and make them available for public inspection and reproduction, pursuant to Government Code 81008.

Filing Officer for designated employees of the Madera Unified School District is the ~~Madera County Clerk-Recorder/Registrar of Voters~~ Clerk of the Madera County Board of Supervisors.



The code reviewing body is the Madera County Board of Supervisors.

### **Financial Interest**

Board Members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board Members or designated employees. (Government Code 1090)

A Board Member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty
2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the Board
3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091
4. That of a spouse of an officer or employee of a public agency if his/her spouse's employment or office holding has existed for at least one year prior to his/her election or appointment
5. That of a non-salaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records
6. That of a non-compensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the Board or to which the Board has legal obligation to give particular consideration, and provided further that such interest is noted in its official records
7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that the interest is disclosed to the Board at the time of consideration of the contract, and provided further that the interest is noted in its official record
8. That of an attorney of the contracting party or that of an owner, officer, employee or

agent of a firm which renders, or has rendered service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and, if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.

In addition, a Board Member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)

A Board Member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board Member shall not vote or debate on the matter or attempt to influence any other Board Member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)

If a Board Member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed and made part of the Board's official minutes. In the case of a designated employee, this announcement shall be made in writing and submitted to the Board. (2 CCR 18700)

A Board Member shall abstain from voting on personnel matters that uniquely affect a relative of the Board Member. A Board Member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Board Members are encouraged to abstain from votes in which they have a personal interest, even if they are permitted to vote under the conflict of interest laws, in order to avoid even the appearance of impropriety.

### **Gifts**

Designated employees shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in law if the employee would be required to report the receipt of income or gifts from that source on his/her statement of economic interests. (Government Code 89503)

The above limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the above limitations except as described in Government Code 89506.

A gift of travel does not include travel provided by the School District for Board Members and designated employees. (Government Code 89506)

**Honoraria**

Designated employees shall not accept any honorarium which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, if the employee would be required to report the receipt of income or gifts from that source on his/her statement of economic interests. (Government Code 89502)

The term "honorarium" does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

APPENDIX A

Designated Positions/Disclosure Categories

Designated Positions	Disclosure Category
Governing Board	1
Madera Unified School District Superintendent	1
<u>Deputy Superintendent</u>	<u>1</u>
Associate Superintendent(s)	1
Administrative Assistant to Superintendent	1
Chief Academic Officer(s)	1
Director of Human Resources/Labor Relations	1
<del>Director of Classified Human Resources</del>	<del>1</del>
<del>Personnel Commissioners</del>	<del>1</del>
Director of Fiscal Services	1
Director of Purchasing	1

Designated Positions	Disclosure Category
Attorneys:	1
Atkinson, Andelson, Loya, Ruud and Romo	
Best Best and Krieger LLP	
<del>Public Information Officer</del>	<del>2</del>
Director of Child Nutrition	2
Director of Data Processing	2
Director of Facilities, Planning and Construction Management	2
Director of Curriculum Instruction and Assessment	2
<del>Director of Special Services</del>	<del>2</del>
<del>Director of Student Services</del>	<del>2</del>
Director of Categorical Programs	2
Director of Transportation	2
<del>Director of English Language Development</del>	<del>2</del>
Principals	2
<del>Assistant Principals/Vice Principals</del>	<del>2</del>
<del>Program Coordinators:</del>	<del>2</del>
<del>Assessment/Accountability</del>	
<del>Child Development</del>	
<del>Instructional Technology</del>	
<del>Health Services</del>	

## APPENDIX B

### Designated Positions/Disclosure Categories

The definition of designated employees in Government Code 82019 includes consultants. To preclude amending the code whenever retaining a consultant in a decision-making capacity, the following section provides that the Superintendent or Associate Superintendent shall make case-by-case determinations of the disclosures necessary, depending on the range of duties to be performed by the consultant.

Designated Positions	Disclosure Category
Wesley Tarr, JPA Administrator, California Risk Management Authority (Property/Liability and Workers' Compensation)	3
Ed Darden, Architect, Edwin Darden Associates, Inc.	3
Richard Mangini, Architect, Mangini Associates	3
Mike Paoli, of Mike Paoli and Associates	3
Bruce Kerns, Director, Stone and Youngberg	3
Robert L. Williams, Jr., Managing Director, RBC Dain Rauscher	3
Spectrum Energy	3

Consultants shall be included in the list of designated employees and shall disclose pursuant to

the broadest disclosure category in the code subject to the following limitation:

The Superintendent or Associate Superintendent may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and, thus, is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The (Superintendent's or Associate Superintendent's) determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## **APPENDIX C**

### **Designated Positions/Disclosure Categories**

#### **Disclosure Categories**

An investment, business position, interest in real property, or source of income is reportable if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeable be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

#### **Disclosure Category No. 1**

Designated persons in Category 1 must report all:

1. Interests in real property located entirely or partly within District boundaries, or within two miles of District boundaries or of any land owned or used by the District. Such interests include any leasehold, beneficial or ownership interests or option to acquire such interest in real property.
2. Investments or business positions in or income from sources which:
  - a. Are engaged in the acquisition or disposal of real property within the District
  - b. Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district or
  - c. Manufacture or sell supplies, books, machinery or equipment of the type used by the School District

#### **Disclosure Category No. 2**

Designated persons in Category 2 must report all investments or business positions in or income from sources which:

1. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or

2. Manufacture or sell supplies, books, machinery or equipment of the type used by the department that the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

## **APPENDIX D**

### **Disclosure Category 3**

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or Associate Superintendent. The Superintendent's or Associate Superintendent's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this Conflict of Interest Code.

A consultant is an individual who, pursuant to a contract with the District, makes any of several specified governmental decisions or serves in a staff capacity with the District, performing the same or substantially the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's Conflict of Interest Code. Consultants are individuals who decide whether to: (2 CCR 18700)

1. Approve a rate, rule or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
4. Authorize the District to enter into, modify or renew a contract that requires District approval
5. Grant District approval to a contract or contract specifications that require District approval and in which the District is a party
6. Grant District approval to a plan, design, report, study or similar item
7. Adopt or grant District approval of District policies, standards or guidelines

Legal Reference:

EDUCATION CODE

*1006 Qualifications for holding office*

*35107 School district employees*

*35230-35240 Corrupt practices, especially:*

35233 *Prohibitions applicable to members of governing boards*  
41000-41003 *Moneys received by school districts*

**FAMILY CODE**

297.5 *Rights, protections, and benefits of registered domestic partners*

**GOVERNMENT CODE**

1090-1099 *Prohibitions applicable to specified officers*

1125-1129 *Incompatible activities*

81000-91014 *Political Reform Act of 1974, especially:*

82011 *Code reviewing body*

87100-87103.6 *General prohibitions*

87200-87210 *Disclosure*

87300-87313 *Conflict of interest code*

87500 *Statements of economic interests*

89501-89503 *Honoraria and gifts*

91000-91014 *Enforcement*

**PENAL CODE**

85-88 *Bribes*

**CODE OF REGULATIONS, TITLE 2**

18110-18997 *Regulations of the Fair Political Practices Commission, especially:*

18702.5 *Public identification of a conflict of interest for Section 87200 filers*

**COURT DECISIONS**

*Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469*

*Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655*

*Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511*

**ATTORNEY GENERAL OPINIONS**

92 *Ops. Cal. Atty. Gen. 26 (2009)*

92 *Ops. Cal. Atty. Gen. 19 (2009)*

89 *Ops. Cal. Atty. Gen. 217 (2006)*

86 *Ops. Cal. Atty. Gen. 138 (2003)*

85 *Ops. Cal. Atty. Gen. 60 (2002)*

82 *Ops. Cal. Atty. Gen. 83 (1999)*

81 *Ops. Cal. Atty. Gen. 327 (1998)*

80 *Ops. Cal. Atty. Gen. 320 (1997)*

69 *Ops. Cal. Atty. Gen. 255 (1986)*

68 *Ops. Cal. Atty. Gen. 171 (1985)*

65 *Ops. Cal. Atty. Gen. 606 (1982)*

63 *Ops. Cal. Atty. Gen. 868 (1980)*

**Management Resources:**

**CSBA PUBLICATIONS**

*Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010*

**FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS**

*Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005*

**INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS**

*Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009*  
*Understanding the Basics of Public Service Ethics: Transparency Laws, 2009*

**WEB SITES**

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

*Fair Political Practices Commission: <http://www.fppc.ca.gov>*

*Institute of Local Government: <http://www.ca-ilg.org>*

**Bylaw**

Adopted: December 22, 1981

Reviewed: December 12, 2000

Reviewed: December 10, 2002

Reviewed: May 17, 2005

Revised: December 13, 2011

**MADERA UNIFIED SCHOOL DISTRICT**  
Madera, California





**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

**Subject:** Request Ratification of Employment Agreement:  
Superintendent

**Responsible Staff:** Ricardo Arredondo, Board President

**Agenda Placement:** New Business

**Background/ rationale:**

In accordance with Government Code section 53262, all contracts of employment with a superintendent, deputy superintendent, assistant superintendent, associate superintendent, community college president, community college vice president, community college deputy vice president, general manager, city manager, county administrator, or other similar chief administrative officer or chief executive officer of a local agency shall be ratified in an open session of the governing body which shall be reflected in the governing body's minutes.

**Financial impact:**

To be determined



**AGENDA ITEM**  
**MADERA UNIFIED SCHOOL DISTRICT**

**Date:** September 25, 2012

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

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

**Agenda Placement:** New Business

**Background/ rationale:**

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

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

The Governing Board is also requested to issue orders consistent with the above referenced findings, conclusions and recommendations related to the possible expulsion or readmission of pupils in the cases of the following students, herein identified by their district-assigned identification numbers: 996069, 996104, 996788, 501015, 977525, 4522, 3756, 6952, 4821, 5265, 301706, 17352, 202897, 202818, 302962, 9078, 15973, and 17632.

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

**OUR MISSION**

Madera Unified School District provides our students with the knowledge, skills, and educational opportunities to achieve high academic standards and contribute to their community and the world in which they live.

**Item Placement:**

Communications:

Consent:

Old Business:

New Business: X

Info./Reports:

**For meeting date:** September 25, 2012

**Submitted by:** Teri Bradshaw, Director of Fiscal Services

**This item will help to:**

Increase student achievement: X

Promote positive school climate: X

Provide safe schools: X

**Board Agenda item:** Approval of Commercial Warrant List

**Description of Item:**

Attached is the Commercial Warrant List.

**Financial Impact:**

There is no increased cost to the General Fund.

	CURRENT YR 9/7/2012	CURRENT YR 9/12/2012	CURRENT YR 9/17/2012
FOR ALL FUNDS:	\$ 324,213.30	\$ 20,958.85	\$ 1,079,743.93
CANCELLED WARRANTS:	\$ (190.00)	\$ -	\$ (170.84)
TOTAL:	\$ 324,023.30	\$ 20,958.85	\$ 1,079,573.09

	CURRENT YR	SPECIAL RUN YR10	
FOR ALL FUNDS:	\$ -		
CANCELLED WARRANTS:	\$ -	\$ -	
TOTAL:	\$ -	\$ -	

**GRAND TOTAL:** \$ 1,424,555.24

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

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

CHECK DATE: 9/7/2012  
BOARD DATE: 9/25/2012

REGISTER NUMBERS IN REQUEST:

R: 104, 105, 106, 107,  
R: 108, 109, 110, 111  
R: \_\_\_\_\_

**TOTAL REQUESTS BY FUND FOR PAYMENT:**

**TOTALS BY FUNDS:**

<b>83500</b>	<u>01 GENERAL FUND</u>	-		-		
		<u>104</u>	- \$ 103,041.60	-		
		<u>105</u>	- \$ 15,361.88	-		
		<u>106</u>	- \$ 83,168.86	-		
		<u>107</u>	- \$ 33,298.41	-		
		<u>108</u>	- \$ 23,127.09	-		
		<u>109</u>	- \$ 461.60	-		
		<u>110</u>	- \$ 24,417.62	-		
		<u>111</u>	- \$ 3,412.30	-		
			-	-		
	CANCL'D CK# 607017		- \$ (190.00)	-		
			-	-		
			-	-		
			-	-		
			-	-		
			-	-		\$ 286,099.36
<b>83510</b>	<u>11 ADULT ED</u>	-		-		
		<u>105</u>	- \$ 1,050.00	-		
		<u>106</u>	- \$ 49.19	-		
		<u>107</u>	- \$ 45.00	-		
		<u>109</u>	- \$ 125.00	-		
			-	-		
			-	-		
			-	-		\$ 1,269.19
<b>83550</b>	<u>12 CHILD DEVELOPMENT</u>	-		-		
			-	-		
			-	-		
			-	-		\$ -
<b>83540</b>	<u>13 CAFETERIA</u>	-		-		
		<u>106</u>	- \$ 3,309.03	-		
			-	-		
			-	-		\$ 3,309.03
<b>83560</b>	<u>14 DEFERRED MAINT.</u>	<u>104</u>	- \$ 1,366.94	<u>110</u>	- \$ 4,228.53	
		<u>108</u>	- \$ 10,650.00	-		
			-	-		\$ 16,245.47
<b>83680</b>	<u>15 PUPIL TRANS. EQUIP.</u>	-		-		
			-	-		\$ -
<b>83590</b>	<u>17 STONE SCHOLARSHIP TRUST</u>	-		-		
			-	-		\$ -
<b>83530</b>	<u>25 DEVELOPER FEES</u>	-		-		
		<u>104</u>	- \$ 4,479.25	-		
		<u>107</u>	- \$ 1,360.00	-		
		<u>109</u>	- \$ 1,086.00	-		
		<u>110</u>	- \$ 10,175.00	-		
			-	-		
			-	-		
			-	-		
			-	-		\$ 17,100.25

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

83630	<u>26 PRISON MITIGATION</u>	-	-	\$	-
83620	<u>30 STATE SCHOOL BLDG. LEASE PURCHASE</u>	-	-	\$	-
83600	<u>31 REFURBISHMENT</u>	-	-	\$	-
83670	<u>32 ROOF REPLACEMENT</u>	-	-	\$	-
83730	<u>35 SCHOOL FACILITIES</u>	-	-	\$	-
83610	<u>40 SPECIAL RESERVE</u>	-	-	\$	-
83660	<u>41 BUILDING FUND</u>	-	-	\$	-
83690	<u>42 AG FARM BLDG. FUND</u>	-	-	\$	-
83650	<u>43 C.O.P. PROCEEDS SPECIAL RESERVE</u>	-	-	\$	-
83710	<u>49 REDEVELOPMENT SPECIAL RESERVE</u>	-	-	\$	-
88510	<u>53 STATE SCHOOL LOAN REPAY</u>	-	-	\$	-
88610	<u>54 LEASE PURCHASE</u>	-	-	\$	-
83640	<u>56 C.O.P. DEBT SERVICE</u>	-	-	\$	-
83580	<u>67 INSURANCE RESERVE</u>	-	-	\$	-
83570	<u>73 TRUST FUND</u>	-	-	\$	-
83520	<u>74 ATHLETIC FUND</u>	-	-	\$	-
<b>GRAND TOTAL:</b>				<b>\$</b>	<b>324,023.30</b>

BY ORDER OF THE GOVERNING BOARD THE COUNTY SUPERINTENDENT OF SCHOOLS & THE AUDITOR OF MADERA COUNTY ARE HEREBY AUTHORIZED TO TRANSFER THE ABOVE LISTED FUNDS TO THE SCHOOLS COMMERCIAL REVOLVING FUND (E.C. 21110). THEY ARE FURTHER AUTHORIZED TO DRAW WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING.

APPROVED BY:

DATE:

\_\_\_\_\_  
TERI BRADSHAW, DIRECTOR OF FISCAL SVCS

PAYMENT ORDER PREPARED BY: Linda K Wall (ACCOUNTS PAYABLE)

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

AUDITED BY:

DATE:

\_\_\_\_\_  
WARRANT NUMBERS

FROM:

TO: \_\_\_\_\_

Fiscal Year: 2013  
 Report Date: 09/07/2012

**Madera Unified School District**  
**Commercial Warrant Listing**  
**For Warrants Dated 09/07/2012 to 09/07/2012**

Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
609189 130825	R104 01-0000-380-1200-1000-4310-0000-0	022713	FOUNDATION FOR EDUCATIONAL		38.79
				<b>Warrant Total</b>	<b>\$38.79</b>
609190 131110	R104 01-0000-400-1300-1000-5800-0000-0	929350	ACCREDITING COMMISSION	MHS	756.00
				<b>Warrant Total</b>	<b>\$756.00</b>
609191 130981 130995	R104 01-0000-490-1355-1000-4310-2320-0 01-0000-580-1200-1000-4485-0000-0	003457-1	APPLE COMPUTER, INC		435.92 1,302.85
				<b>Warrant Total</b>	<b>\$1,738.77</b>
609192 130982	R104 01-0000-490-1355-1000-4310-2320-0	943750	THE BAND HALL		839.94
				<b>Warrant Total</b>	<b>\$839.94</b>
609193 130182	R104 01-3010-260-1200-1000-5800-0000-2	090241-1	BLACKBOARD CONNECT INC		33,425.00
				<b>Warrant Total</b>	<b>\$33,425.00</b>
609194 130827	R104 01-0000-490-1315-4200-4310-0000-0	090165-1	BSN SPORTS		180.88
				<b>Warrant Total</b>	<b>\$180.88</b>
609195 130879	R104 01-0000-400-0000-8210-4300-0000-0	091532-1	Carrot-Top Industries Inc		652.74
				<b>Warrant Total</b>	<b>\$652.74</b>
609196 130782 130909 130749	R104 01-0010-260-1110-2140-4400-6012-0 01-3010-490-1300-1000-4485-4250-3 01-3010-490-1300-1000-4485-4250-3	998620-1	DELL MARKETING L.P.		1,080.29 20,845.29 38,399.90
				<b>Warrant Total</b>	<b>\$60,325.48</b>
609197 131050	R104 01-9170-560-1249-2422-4200-0000-0	920562-1	FOLLETT SOFTWARE CO		199.00
				<b>Warrant Total</b>	<b>\$199.00</b>
609198 131210	R104 14-0010-490-0000-8110-5630-0000-0	090043	ALLIED ELECTRIC MOTOR SERVICE		1,366.94
				<b>Warrant Total</b>	<b>\$1,366.94</b>
609199 131228 131228	R104 25-9125-560-0000-8510-5800-0000-0 25-9125-440-0000-8510-5800-0000-0	918030	BSK ASSOCIATES		653.25 3,826.00
				<b>Warrant Total</b>	<b>\$4,479.25</b>
609200 130601	R104 01-3725-490-1300-1000-5800-0000-2	091778	Community Matters		4,885.00
				<b>Warrant Total</b>	<b>\$4,885.00</b>
609201 130311	R105 01-7230-280-0000-3600-5640-6930-0	090296-1	ALL STAR GLASS		1,239.05
				<b>Warrant Total</b>	<b>\$1,239.05</b>

Fiscal Year: 2013  
 Report Date: 09/07/2012

**Madera Unified School District**  
**Commercial Warrant Listing**  
**For Warrants Dated 09/07/2012 to 09/07/2012**

Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
609202	R105	989130	BETTS TRUCK PARTS		
130321	01-7230-280-0000-3600-5640-6930-0				162.99
130321	01-7230-280-0000-3600-5640-6930-0				684.38
				<b>Warrant Total</b>	<b>\$847.37</b>
609203	R105	090893-1	BUSWEST		
130323	01-7230-280-0000-3600-4300-6930-0				129.30
130323	01-7230-000-0000-0000-9320-0000-0				3,363.01
				<b>Warrant Total</b>	<b>\$3,492.31</b>
609204	R105	016100	CUMMINS-WEST INC.		
130327	01-7230-280-0000-3600-5640-6930-0				974.71
130327	01-7230-000-0000-0000-9320-0000-0				31.11
				<b>Warrant Total</b>	<b>\$1,005.82</b>
609205	R105	090052-1	FASTENAL COMPANY		
130334	01-7230-280-0000-3600-4300-6930-0				102.64
				<b>Warrant Total</b>	<b>\$102.64</b>
609206	R105	916950	CENTRAL VALLEY PRESORT		
130124	01-0000-260-0000-7200-5910-5600-0				481.64
130399	01-3010-260-1110-2495-5910-4870-3				3,817.15
130399	01-3010-260-1110-2495-5800-4870-3				3,817.16
				<b>Warrant Total</b>	<b>\$8,115.95</b>
609207	R105	021875-1	FED EX FREIGHT		
130036	01-8150-450-0000-8110-5910-0000-0				59.54
				<b>Warrant Total</b>	<b>\$59.54</b>
609208	R105	937140-1	ENVIROCLEAN SANITATION SUPPLY		
130032	01-8150-450-0000-8110-4300-0000-0				237.05
				<b>Warrant Total</b>	<b>\$237.05</b>
609209	R105	090127	BAILEY, BARBARA		
130808	11-3555-260-4110-1000-5800-0000-0			outreach consultant	416.67
130808	11-3905-260-4110-1000-5800-0000-0			outreach consultant	633.33
				<b>Warrant Total</b>	<b>\$1,050.00</b>
609210	R105	021875	FEDERAL EXPRESS CORP.		
131225	01-0000-260-0000-7200-5910-5600-0			acct.1356-2459-4	39.93
131225	01-0000-260-0000-7200-5910-5600-0			acct.1356-2459-4	39.22
				<b>Warrant Total</b>	<b>\$79.15</b>
609211	R105	003457-2	APPLE COMPUTER INC		
130649	01-0000-400-1355-1000-4400-2320-0				183.00
				<b>Warrant Total</b>	<b>\$183.00</b>
609212	R106	000439	Frutis, Rodrigo		
	01-0610-260-1300-1000-4100-6260-0			books found	148.00
				<b>Warrant Total</b>	<b>\$148.00</b>

Commercial Warrant Listing

For Warrants Dated 09/07/2012 to 09/07/2012

Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
609213	R106	046275-1	PG&E		
				01-0000-400-0000-8200-5520-0000-0	18,713.79
				01-0000-400-1315-8200-5520-0000-0	850.68
				01-0000-260-0000-8200-5520-5600-0	4,161.76
				01-0000-290-0000-8200-5520-0000-0	57.37
				01-0000-300-0000-8200-5520-0000-0	3,309.45
				11-0010-260-4110-8200-5520-0000-0	49.19
				13-5310-260-0000-8200-5520-0000-0	3,211.07
				13-5310-490-0000-8200-5520-0000-0	25.83
				13-5310-520-0000-8200-5520-0000-0	72.13
				01-0000-600-0000-8200-5520-0000-0	8,664.95
				01-0000-620-0000-8200-5520-0000-0	4,966.20
				01-0000-490-0000-8200-5520-0000-0	31,460.58
				01-0000-495-0000-8200-5520-0000-0	264.64
				01-0000-520-0000-8200-5520-0000-0	3,714.93
				01-0000-560-0000-8200-5520-0000-0	108.40
				01-0000-580-0000-8200-5520-0000-0	3,511.08
				01-0000-460-0000-8200-5520-0000-0	3,237.03
				<b>Warrant Total</b>	<b>\$86,379.08</b>
609214	R107	047438-1	J W PEPPER & SON		
130937				01-1100-260-1255-1000-4310-6250-0	545.93
130938				01-0000-400-1355-4100-4310-2330-0	560.47
				<b>Warrant Total</b>	<b>\$1,106.40</b>
609215	R107	091821-1	PCI EDUCATIONAL PUBLISHING		
130900				01-3010-650-1200-1000-4200-4200-3	6,544.18
				<b>Warrant Total</b>	<b>\$6,544.18</b>
609216	R107	091807	J's Communications, Inc.		
130706				01-6010-620-1200-1000-4310-0735-0	2,023.01
130710				01-6010-580-1200-1000-4310-0735-0	2,023.01
130692				01-3010-300-1200-1000-4310-0735-2	2,023.01
				<b>Warrant Total</b>	<b>\$6,069.03</b>
609217	R107	091179	KELLY'S FENCING		
130917				25-9125-440-0000-8510-5800-0000-0	1,360.00
				<b>Warrant Total</b>	<b>\$1,360.00</b>
609218	R107	033550	LAKESHORE CURRICULUM MAT CO		
130993				01-0000-360-1200-1000-4310-0000-0	49.00
				<b>Warrant Total</b>	<b>\$49.00</b>
609219	R107	893540-1	LEMOORE HIGH SCHOOL		
130984				01-0045-490-1315-4200-5800-0000-0	600.00
				<b>Warrant Total</b>	<b>\$600.00</b>
609220	R107	091244	Learning Plus Associates		
130901				01-7090-630-1200-1000-4200-0000-0	15,666.91
				<b>Warrant Total</b>	<b>\$15,666.91</b>



**Commercial Warrant Listing**  
**For Warrants Dated 09/07/2012 to 09/07/2012**

Check/Warr# PO #	Register # Account #	Payee #	Payee Name Description	Amount
609221 131116	R107 01-0000-490-1315-4200-5800-0000-0	091533	Madera High School Athletics	450.00
			<b>Warrant Total</b>	<b>\$450.00</b>
609222 131203	R107 01-3725-490-1300-1000-4310-0000-2	090743	MADERA SOUTH HIGH SCHOOL - FFA	1,080.00
			<b>Warrant Total</b>	<b>\$1,080.00</b>
609223 131030	R107 01-7090-360-1200-1000-4310-0000-0	042738-1	NASCO MODESTO	696.07
			<b>Warrant Total</b>	<b>\$696.07</b>
609224 131224	R107 01-0000-260-0000-7200-5910-5600-0	048688	POSTMASTER	200.00
			<b>Warrant Total</b>	<b>\$200.00</b>
609225 131219	R107 11-9170-260-4110-1000-5800-7910-0	090275	PARADE COMMITTEE	45.00
			<b>Warrant Total</b>	<b>\$45.00</b>
609226 130962	R107 01-0000-600-1215-2700-4300-0000-0	090067-1	PPG ARCHITECTURAL FINISHES DESMOND	754.03
			<b>Warrant Total</b>	<b>\$754.03</b>
609227 130994	R107 01-0000-360-1200-1000-4310-0000-0	934420	REALLY GOOD STUFF	82.79
			<b>Warrant Total</b>	<b>\$82.79</b>
609228 131000 131000 131000 131000	R108 01-0000-260-0000-7150-5650-6100-0 01-3010-260-0000-2150-5650-0000-2 01-0000-260-0000-3160-5650-6040-0 01-7091-260-0000-2150-5650-0000-0	995890	IMAGE 2000	15.20 9.50 45.60 24.70
			<b>Warrant Total</b>	<b>\$95.00</b>
609229 130853	R108 01-0000-000-0000-0000-9320-0000-0	091602-1	LIBERTY PAPER	21,722.40
			<b>Warrant Total</b>	<b>\$21,722.40</b>
609230 130072 130072	R108 01-0000-450-0000-8200-4300-5170-0 01-0000-450-0000-8200-4300-5170-0	935660	LINCOLN EQUIPMENT	39.74 577.46
			<b>Warrant Total</b>	<b>\$617.20</b>
609231 130074 130074 130074	R108 01-0000-450-0000-8200-5550-0000-0 01-0000-450-0000-8200-5550-0000-0 01-0000-450-0000-8200-5550-0000-0	037130	MADERA DISPOSAL SYSTEMS INC.	56.90 22.71 89.70
			<b>Warrant Total</b>	<b>\$169.31</b>

Fiscal Year: 2013  
 Report Date: 09/07/2012

**Madera Unified School District**  
**Commercial Warrant Listing**  
**For Warrants Dated 09/07/2012 to 09/07/2012**

Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
609232	R108	090061	Madera Small Engine & Marine Repair		
130077	01-8150-450-0000-8110-4300-0000-0				28.88
130077	01-8150-450-0000-8110-4300-0000-0				19.30
130077	01-8150-450-0000-8110-5640-0000-0				75.00
130077	01-8150-450-0000-8110-5640-0000-0				400.00
				<b>Warrant Total</b>	<b>\$523.18</b>
609233	R108	917720	MRB ENTERPRISES		
130268	14-0010-490-0000-8500-6200-0000-0				10,650.00
				<b>Warrant Total</b>	<b>\$10,650.00</b>
609234	R109	075208	MADERA UNIFIED PETTY CASH ACCT		
	11-9170-260-4110-1000-5800-7910-0				125.00
	25-9125-650-0000-8510-6220-0000-0				1,086.00
	01-3010-260-0000-7150-5200-0000-2				461.60
				<b>Warrant Total</b>	<b>\$1,672.60</b>
609235	R110	091706	The Boomerang Project		
131202	01-3725-490-1300-1000-5200-0000-2		R.BRAY/C.PRINCE		150.00
131202	01-3725-490-0000-2150-5200-0000-2		R.BRAY/C.PRINCE		150.00
				<b>Warrant Total</b>	<b>\$300.00</b>
609236	R110	023261	FRESNO COUNTY OFFICE OF ED.		
131221	01-0000-560-1200-2700-5200-0000-0		L.TOLLADAY/D.LOCKING		300.00
				<b>Warrant Total</b>	<b>\$300.00</b>
609237	R110	062585-1	UNISOURCE WORLDWIDE, INC.		
130168	01-0000-260-0000-7550-4300-5700-0				995.24
				<b>Warrant Total</b>	<b>\$995.24</b>
609238	R110	913230-1	TOTAL FILTRATION SERVICES, INC		
130107	01-0000-450-0000-8200-4300-0000-0				963.54
130107	01-0000-450-0000-8200-4300-0000-0				339.28
130107	01-0000-450-0000-8200-4300-0000-0				1,145.08
				<b>Warrant Total</b>	<b>\$2,447.90</b>
609239	R110	962230	SPINITAR		
130780	01-0000-420-1200-1000-4310-0000-0				652.29
				<b>Warrant Total</b>	<b>\$652.29</b>
609240	R110	900740	SLOSSON EDUCATIONAL PUBLICATIONS		
130903	01-3010-310-1200-1000-4310-4200-3				117.98
				<b>Warrant Total</b>	<b>\$117.98</b>
609241	R110	090681-2	SCHOOL SPECIALTY		
130659	01-3310-260-5770-1120-4310-0000-0				832.59
				<b>Warrant Total</b>	<b>\$832.59</b>
609242	R110	970120-1	SCHOOL SPECIALTY INC.		
130302	01-0000-420-1200-1000-4310-0000-0				109.44
130302	01-0000-420-1200-1000-4310-0000-0				123.28
				<b>Warrant Total</b>	<b>\$232.72</b>

Fiscal Year: 2013  
 Report Date: 09/07/2012

**Madera Unified School District**  
**Commercial Warrant Listing**  
**For Warrants Dated 09/07/2012 to 09/07/2012**

Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
609243	R110	090780-1	THE COLLEGE BOARD-WRO		
131186	01-0000-400-1300-2700-5200-0000-0		L.LANCASTER		180.00
131186	01-0000-400-1300-2700-5200-0000-0		D.HARPER		180.00
131186	01-0000-400-1300-2700-5200-0000-0		W.CLEMENSEN		180.00
131186	01-0000-400-1300-2700-5200-0000-0		C.MARIN		180.00
			<b>Warrant Total</b>		<b>\$720.00</b>
609244	R110	091789-1	TACONY CORPORATION		
130684	14-0010-360-0000-8110-4400-0000-0				2,114.27
130685	14-0010-320-0000-8110-4400-0000-0				2,114.26
130685	01-0000-320-0000-8210-4400-0000-0				2,114.26
130684	01-0000-360-0000-8210-4400-0000-0				2,114.26
			<b>Warrant Total</b>		<b>\$8,457.05</b>
609245	R110	090729	STEVE WEISS MUSIC, INC		
130653	01-0000-400-1355-1000-4310-2320-0				1,460.01
			<b>Warrant Total</b>		<b>\$1,460.01</b>
609246	R110	970120-1	SCHOOL SPECIALTY INC.		
130302	01-0000-420-1200-1000-4310-0000-0				137.02
			<b>Warrant Total</b>		<b>\$137.02</b>
609247	R110	064857	VINCENT COMMUNICATIONS INC.		
131065	01-0000-400-0000-8210-4400-0000-0				655.35
			<b>Warrant Total</b>		<b>\$655.35</b>
609248	R110	945940	SCHOOL FACILITY CONSULTANTS		
130574	25-0000-260-0000-7200-5800-0000-0				175.00
130503	25-9125-260-0000-7200-5800-0000-0				10,000.00
			<b>Warrant Total</b>		<b>\$10,175.00</b>
609249	R110	091779	CSU Bakersfield		
131227	01-0000-400-1300-2700-5200-0000-0		46954847		80.00
			<b>Warrant Total</b>		<b>\$80.00</b>
609250	R110	023261	FRESNO COUNTY OFFICE OF ED.		
131207	01-4046-260-1110-1000-5200-0000-1				1,704.00
131207	01-4046-260-1110-1000-5200-0000-1				1,154.00
			<b>Warrant Total</b>		<b>\$2,858.00</b>
609251	R110	091844	Clemson University		
131226	01-3725-400-1300-2700-5200-0000-3				8,400.00
			<b>Warrant Total</b>		<b>\$8,400.00</b>
609252	R111	8185	ARNIDO VALDEZ ARANICO		
	01-0000-490-1300-2700-5200-0000-0				677.97
			<b>Warrant Total</b>		<b>\$677.97</b>
609253	R111	7382	STACY SUZANNE SHASKY		
	01-4203-260-1110-2140-5200-0000-2				575.79
			<b>Warrant Total</b>		<b>\$575.79</b>
609254	R111	1475	KAREN A. EISNER		
	01-4203-260-1110-2140-5200-0000-2				178.00
			<b>Warrant Total</b>		<b>\$178.00</b>

**Madera Unified School District**  
**Commercial Warrant Listing**  
 For Warrants Dated 09/07/2012 to 09/07/2012

Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
609255	R111 01-4203-260-1110-2140-5200-0000-2	4293	ANA M RIEPING		178.00
				<b>Warrant Total</b>	<b>\$178.00</b>
609256	R111 01-0000-260-0000-7150-5200-6900-0 01-0000-260-0000-7150-5200-6900-0	9825	GUSTAVO GARCIA BALDERAS		164.28 228.66
				<b>Warrant Total</b>	<b>\$392.94</b>
609257	R111 01-0000-260-0000-7700-5200-5050-0	2640	GREGORY STEVEN JOHNSON		175.94
				<b>Warrant Total</b>	<b>\$175.94</b>
609258	R111 01-0000-260-0000-7300-5200-5550-0	9355	LIZETTE YBARRA		48.84
				<b>Warrant Total</b>	<b>\$48.84</b>
609259	R111 01-9170-420-1200-1000-4310-0000-0	26660111	MARIANO COLLAZO, JR		98.48
				<b>Warrant Total</b>	<b>\$98.48</b>
609260	R111 01-0000-260-0000-7150-4300-6900-0	5371	MARIA VELARDE-GARCIA		677.79
				<b>Warrant Total</b>	<b>\$677.79</b>
609261	R111 01-0000-260-0000-7700-5200-5050-0	281	JOSEPH L. AYALA		408.55
				<b>Warrant Total</b>	<b>\$408.55</b>
				<b>District Totals</b>	<b>73 Warrants for \$324,213.30</b>

Fund Totals	Amount
01 - General Fund	\$286,289.36
11 - Adult Education	\$1,269.19
13 - Cafeteria	\$3,309.03
14 - Deferred Maintenance	\$16,245.47
25 - Capital Fac/Developer Fees	\$17,100.25
<b>Total</b>	<b>\$324,213.30</b>



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

83630	<u>26 PRISON MITIGATION</u>	-	-		
		-	-	\$	-
83620	<u>30 STATE SCHOOL BLDG. LEASE PURCHASE</u>	-	-		
		-	-	\$	-
83600	<u>31 REFURBISHMENT</u>	-	-		
		-	-	\$	-
83670	<u>32 ROOF REPLACEMENT</u>	-	-		
		-	-	\$	-
83730	<u>35 SCHOOL FACILITIES</u>	-	-		
		-	-	\$	-
83610	<u>40 SPECIAL RESERVE</u>	-	-		
		-	-	\$	-
83660	<u>41 BUILDING FUND</u>	-	-		
		-	-	\$	-
83690	<u>42 AG FARM BLDG. FUND</u>	-	-		
		-	-	\$	-
83650	<u>43 C.O.P. PROCEEDS SPECIAL RESERVE</u>	-	-		
		-	-	\$	-
83710	<u>49 REDEVELOPMENT SPECIAL RESERVE</u>	-	-		
		-	-	\$	-
88510	<u>53 STATE SCHOOL LOAN REPAY</u>	-	-		
		-	-	\$	-
88610	<u>54 LEASE PURCHASE</u>	-	-		
		-	-	\$	-
83640	<u>56 C.O.P. DEBT SERVICE</u>	-	-		
		-	-	\$	-
83580	<u>67 INSURANCE RESERVE</u>	-	-		
		-	-	\$	-
83570	<u>73 TRUST FUND</u>	-	-		
		-	-	\$	-
83520	<u>74 ATHLETIC FUND</u>	-	-		
		-	-	\$	-
<b>GRAND TOTAL:</b>				<b>\$</b>	<b>20,958.85</b>

BY ORDER OF THE GOVERNING BOARD THE COUNTY SUPERINTENDENT OF SCHOOLS & THE AUDITOR OF MADERA COUNTY ARE HEREBY AUTHORIZED TO TRANSFER THE ABOVE LISTED FUNDS TO THE SCHOOLS COMMERCIAL REVOLVING FUND (E.C. 21110). THEY ARE FURTHER AUTHORIZED TO DRAW WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING.

APPROVED BY:

DATE:

\_\_\_\_\_  
TERI BRADSHAW, DIRECTOR OF FISCAL SVCS

PAYMENT ORDER PREPARED BY: Melanie Serros (ACCOUNTS PAYABLE)

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

AUDITED BY:

DATE:

\_\_\_\_\_  
WARRANT NUMBERS

FROM:

TO:

**Commercial Warrant Listing  
For Warrants Dated 09/12/2012 to 09/12/2012**

Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
609592	R113	899500	U.S. BANK		
	01-0000-260-0000-7150-4300-6900-0			G.BALDERAS	96.90
	01-0000-260-0000-7110-5200-5660-0			G.BALDERAS	409.82
	01-0000-260-0000-7200-5200-6000-0			R.CHAVEZ	28.70
	01-0000-260-0000-3900-5910-6600-0			M.SOSA	5.26
	01-0000-380-1200-2700-5200-0000-0			P.LOPEZ	588.40
	01-0000-400-1382-2700-4300-1050-0			S.MURRIETTA	700.46
	01-0000-420-1200-1000-4310-0000-0			A.CHAVEZ	449.83
	01-0000-490-1382-1000-5865-1050-0			J.ZIMMERMAN	308.58
	01-0000-520-1200-1000-4310-0000-0			K.NEKUMANESH	291.45
	01-0000-600-1200-2700-4300-0000-0			M.BAKER	240.57
	01-7090-600-1200-1000-4310-0000-0			M.BAKER	486.79
	13-5310-260-0000-8110-5640-0000-0			S.PEREZ	71.43
	01-0000-670-0000-8210-4300-0000-0			O.JERONIMO	1,273.23
	01-0000-260-0000-7400-4300-5260-0			H.PEREA	64.84
	01-9170-670-1200-1000-5800-0000-0			O.JERONIMO	100.27
	01-3550-490-1510-1000-5716-0000-0			S.SISIL	7,336.90
	01-0000-260-0000-7150-4300-5500-0			K.PORTERFIELD	49.54
	01-0000-260-0000-7510-5640-5100-0			R.COX	53.85
	01-7230-280-0000-3600-5630-6940-0			J.SMITH	114.34
				<b>Warrant Total</b>	<b>\$12,671.16</b>
609593	R114	899500	U.S. BANK		
	01-0000-000-0000-0000-9509-0000-0				0.10
	01-0000-000-0000-0000-9509-0000-0				-0.01
	01-0000-000-0000-0000-9509-0000-0				-4.44
	01-0000-000-0000-0000-9509-0000-0				0.48
	01-0000-000-0000-0000-9509-0000-0				0.66
	01-0000-000-0000-0000-9509-0000-0			JULY12	109.00
	01-0000-000-0000-0000-9509-0000-0				17.46
	01-4035-000-0000-0000-9509-0000-2				996.75
	01-0000-000-0000-0000-9509-0000-0				118.62
	01-0000-000-0000-0000-9509-0000-0				26.02
				<b>Warrant Total</b>	<b>\$1,264.64</b>
609594	R115	091509-1	GEAR UP SPORTS		
130919	01-0000-260-1215-4200-5800-3950-0				7,023.05
				<b>Warrant Total</b>	<b>\$7,023.05</b>
				<b>District Totals</b>	<b>3 Warrants for \$20,958.85</b>

Fund Totals	Amount
01 - General Fund	\$20,887.42
13 - Cafeteria	\$71.43
<b>Total</b>	<b>\$20,958.85</b>





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

83630	<u>26 PRISON MITIGATION</u>	-	-	-	-	\$	-
83620	<u>30 STATE SCHOOL BLDG. LEASE PURCHASE</u>	-	-	-	-	\$	-
83600	<u>31 REFURBISHMENT</u>	-	-	-	-	\$	-
83670	<u>32 ROOF REPLACEMENT</u>	-	-	-	-	\$	-
83730	<u>35 SCHOOL FACILITIES</u>	<u>121</u>	-	\$ 660.00	-	\$	660.00
83610	<u>40 SPECIAL RESERVE</u>	<u>116</u>	-	\$ 59.49	-	\$	-
		<u>122</u>	-	\$ 4,115.28	-	\$	4,174.77
83660	<u>41 BUILDING FUND</u>	-	-	-	-	\$	-
83690	<u>42 AG FARM BLDG. FUND</u>	-	-	-	-	\$	-
83650	<u>43 C.O.P. PROCEEDS SPECIAL RESERVE</u>	-	-	-	-	\$	-
83710	<u>49 REDEVELOPMENT SPECIAL RESERVE</u>	-	-	-	-	\$	-
88510	<u>53 STATE SCHOOL LOAN REPAY</u>	-	-	-	-	\$	-
88610	<u>54 LEASE PURCHASE</u>	-	-	-	-	\$	-
83640	<u>56 C.O.P. DEBT SERVICE</u>	-	-	-	-	\$	-
83580	<u>67 INSURANCE RESERVE</u>	-	-	-	-	\$	-
83570	<u>73 TRUST FUND</u>	<u>117</u>	-	\$ 2,000.00	-	\$	2,000.00
83520	<u>74 ATHLETIC FUND</u>	-	-	-	-	\$	-
<b>GRAND TOTAL:</b>						<b>\$</b>	<b>1,079,573.09</b>

BY ORDER OF THE GOVERNING BOARD THE COUNTY SUPERINTENDENT OF SCHOOLS & THE AUDITOR OF MADERA COUNTY ARE HEREBY AUTHORIZED TO TRANSFER THE ABOVE LISTED FUNDS TO THE SCHOOLS COMMERCIAL REVOLVING FUND (E.C. 21110). THEY ARE FURTHER AUTHORIZED TO DRAW WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING.

APPROVED BY:

DATE:

\_\_\_\_\_  
TERI BRADSHAW, DIRECTOR OF FISCAL SVCS

PAYMENT ORDER PREPARED BY: Melanie Serros (ACCOUNTS PAYABLE)

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

AUDITED BY:

DATE:

\_\_\_\_\_  
WARRANT NUMBERS

FROM:

TO:

Fiscal Year: 2013  
 Report Date: 09/17/2012

**Madera Unified School District**  
**Commercial Warrant Listing**  
 For Warrants Dated 09/17/2012 to 09/17/2012

Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
609713 130778	R116 14-0010-360-0000-8110-5800-0000-0	090927	HOLGUIN, AL		175.00
				<b>Warrant Total</b>	<b>\$175.00</b>
609714 130538	R116 14-0010-560-0000-8500-6200-0000-0	090756-1	LARRY STOKES ELECTRIC		2,256.00
				<b>Warrant Total</b>	<b>\$2,256.00</b>
609715 130074 130074 130074	R116 01-0000-450-0000-8200-5550-0000-0 01-0000-450-0000-8200-5550-0000-0 01-0000-450-0000-8200-5550-0000-0	037130	MADERA DISPOSAL SYSTEMS INC.		28.19 18.27 11.50
				<b>Warrant Total</b>	<b>\$57.96</b>
609716 130688	R116 01-0000-260-0000-3140-4300-6660-0	962720-1	MEDIC FIRST AID INTERNATIONAL INC		20.00
				<b>Warrant Total</b>	<b>\$20.00</b>
609717 130081 130081	R116 01-8150-450-0000-8110-4300-0000-0 01-8150-450-0000-8110-4300-0000-0	040475	MIDLAND TRACTOR CO.		187.40 24.22
				<b>Warrant Total</b>	<b>\$211.62</b>
609718 130272 130272 130272 130272 130272 130272 130272	R116 01-8150-450-0000-8110-4300-0000-0 01-8150-450-0000-8110-4300-0000-0 01-8150-450-0000-8110-4300-0000-0 01-8150-450-0000-8110-4300-0000-0 01-8150-450-0000-8110-4300-0000-0 01-8150-450-0000-8110-4300-0000-0 01-8150-450-0000-8110-4300-0000-0 01-8150-450-0000-8110-4300-0000-0	091648-1	NORMAN S WRIGHT		671.21 1,642.08 771.31 534.13 326.67 1,336.08 674.98
				<b>Warrant Total</b>	<b>\$5,956.46</b>
609719 130088 130088 130088	R116 01-8150-450-0000-8110-5800-0000-0 01-8150-450-0000-8110-5800-0000-0 01-8150-450-0000-8110-5800-0000-0	047226	PECKS PRINTERY		167.02 76.20 29.04
				<b>Warrant Total</b>	<b>\$272.26</b>
609720 130173	R116 01-0000-260-0000-7550-4300-5700-0	091112-1	RAY MORGAN COMPANY		980.75
				<b>Warrant Total</b>	<b>\$980.75</b>
609721 130337 130337 130337 130337	R116 01-7230-000-0000-0000-9320-0000-0 01-7230-280-0000-3600-4300-6930-0 01-7230-280-0000-3600-4300-6930-0 01-7230-280-0000-3600-4300-6930-0	025024-1	GEORGE'S AUTO SUPPLY, INC		2,507.78 90.83 63.52 29.04
				<b>Warrant Total</b>	<b>\$2,691.17</b>

**Commercial Warrant Listing**  
**For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609722	R116	920290	MOWERS PLUS		
130082	01-8150-450-0000-8110-4300-0000-0				378.09
130082	01-8150-450-0000-8110-4300-0000-0				402.99
130082	01-8150-450-0000-8110-5640-0000-0				35.00
130082	01-8150-450-0000-8110-5640-0000-0				70.00
130082	01-8150-450-0000-8110-5640-0000-0				35.00
130082	01-8150-450-0000-8110-5640-0000-0				35.00
130082	01-8150-450-0000-8110-5640-0000-0				70.00
130082	01-8150-450-0000-8110-5640-0000-0				77.50
130082	01-8150-450-0000-8110-5640-0000-0				52.50
130082	01-8150-450-0000-8110-5640-0000-0				77.50
130082	01-8150-450-0000-8110-4300-0000-0				35.00
130082	01-8150-450-0000-8110-4300-0000-0				60.02
130082	01-8150-450-0000-8110-4300-0000-0				76.48
130082	01-8150-450-0000-8110-4300-0000-0				1,238.05
130082	01-8150-450-0000-8110-4300-0000-0				35.00
130082	01-8150-450-0000-8110-4300-0000-0				7.32
				<b>Warrant Total</b>	<b>\$2,685.45</b>
609723	R116	042629	J W MYERS, INC		
130053	01-8150-450-0000-8110-4300-0000-0				152.44
130053	01-8150-450-0000-8110-4300-0000-0				14.52
130053	01-8150-450-0000-8110-4300-0000-0				14.26
130053	01-8150-450-0000-8110-4300-0000-0				12.99
				<b>Warrant Total</b>	<b>\$194.21</b>
609724	R116	054708-1	PEARSON EDUCATION INC		
131085	01-0010-260-1200-1000-4100-0000-0				9,072.39
				<b>Warrant Total</b>	<b>\$9,072.39</b>
609725	R116	029179	THE HORN SHOP		
130933	01-1100-260-1255-1000-4310-6250-0				251.49
130935	01-1100-260-1255-1000-4310-6250-0				298.47
130187	01-0000-400-1355-1000-5800-2320-0				137.92
				<b>Warrant Total</b>	<b>\$687.88</b>
609726	R116	090431	MADERA MUNICIPAL GOLF COURSE		
131365	01-0000-600-1215-2700-4300-0000-0				500.00
				<b>Warrant Total</b>	<b>\$500.00</b>
609727	R116	038086	MANGINI ASSOCIATES INCORPORATED		
130768	40-0000-260-0000-8100-5800-0000-0				59.49
130670	25-9125-650-0000-8510-6215-0000-0				8,382.18
				<b>Warrant Total</b>	<b>\$8,441.67</b>
609728	R116	920290	MOWERS PLUS		
130082	01-8150-450-0000-8110-4300-0000-0				23.08
				<b>Warrant Total</b>	<b>\$23.08</b>
609729	R117	000440	Gonzales, Ashley		
131245	73-9170-260-0000-2490-5890-0000-0				500.00
				<b>Warrant Total</b>	<b>\$500.00</b>

**Madera Unified School District**  
**Commercial Warrant Listing**  
 For Warrants Dated 09/17/2012 to 09/17/2012

Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
609730 131035	R117 01-3010-580-1200-1000-4310-4200-3	966800-1	GANDER PUBLISHING		1,616.59
				<b>Warrant Total</b>	<b>\$1,616.59</b>
609731 131232	R117 01-0000-260-0000-7150-5800-6900-0	091530	JBT FoodTech		800.00
				<b>Warrant Total</b>	<b>\$800.00</b>
609732 130541	R117 01-0000-490-1300-2420-4310-0000-0	091549-1	JUNIOR LIBRARY GUILD		771.00
				<b>Warrant Total</b>	<b>\$771.00</b>
609733 130940	R117 01-6300-260-1200-1000-4100-6220-0	090236-2	JOHN WILEY & SONS, INC		800.08
				<b>Warrant Total</b>	<b>\$800.08</b>
609734 130853	R117 01-0000-000-0000-0000-9320-0000-0	091602-1	LIBERTY PAPER		21,722.40
				<b>Warrant Total</b>	<b>\$21,722.40</b>
609735 131298	R117 01-0000-670-0000-8210-5800-0000-0	943060	L & B GRAPHICS		252.14
				<b>Warrant Total</b>	<b>\$252.14</b>
609736 131278	R117 01-0000-560-1215-4200-5800-0000-0	090431	MADERA MUNICIPAL GOLF COURSE		500.00
				<b>Warrant Total</b>	<b>\$500.00</b>
609737 131235	R117 01-7230-280-0000-3600-5640-6930-0	037265	MADERA GLASS & AUTO BODY SHOP		120.00
				<b>Warrant Total</b>	<b>\$120.00</b>
609738 130941	R117 01-6300-260-1200-1000-4100-6220-0	091469-1	MPS		559.26
				<b>Warrant Total</b>	<b>\$559.26</b>
609739 131304	R117 73-9170-260-0000-2490-5890-0000-0	000441	Neufeld, Brittany		500.00
				<b>Warrant Total</b>	<b>\$500.00</b>
609740 131312	R117 01-0045-400-1315-4200-5800-0000-0	090294	NEVADA UNION HIGH SCHOOL		100.00
				<b>Warrant Total</b>	<b>\$100.00</b>
609741 131266	R117 01-0000-350-3300-1000-4310-0000-0	091852	Newsweek		20.00
				<b>Warrant Total</b>	<b>\$20.00</b>
609742 131305	R117 73-9170-260-0000-2490-5890-0000-0	000442	Pedraza, Leonardo		1,000.00
				<b>Warrant Total</b>	<b>\$1,000.00</b>
609743 131319	R117 01-0000-400-1315-4200-4310-0000-0	091731	PRO SOCCER		1,209.32
				<b>Warrant Total</b>	<b>\$1,209.32</b>

**Commercial Warrant Listing**  
**For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr# PO #	Register # Account #	Payee #	Payee Name	Description	Amount
609744 131034	R117 01-3010-580-1200-1000-4200-4200-3	090462-1	NCS PEARSON, INC		106.98
				<b>Warrant Total</b>	<b>\$106.98</b>
609745 131004	R117 01-6500-260-5770-1110-4310-0000-0	049247-1	PRO-ED		1,746.80
				<b>Warrant Total</b>	<b>\$1,746.80</b>
609746 130849 130849 130849	R117 01-0000-000-0000-0000-9320-0000-0 01-0000-000-0000-0000-9320-0000-0 01-0000-000-0000-0000-9320-0000-0	957560	RANDIK		1,541.26 269.38 16.68
				<b>Warrant Total</b>	<b>\$1,827.32</b>
609747 131051	R117 01-0000-380-1200-1000-4310-0000-0	091832	Palos Sports		96.25
				<b>Warrant Total</b>	<b>\$96.25</b>
609748 130905	R117 01-3010-310-1200-1000-4310-4200-3	090462-1	NCS PEARSON, INC		204.75
				<b>Warrant Total</b>	<b>\$204.75</b>
609749 131058	R117 01-0000-560-1249-1000-4310-0000-0	028356-1	HIGHSMITH		222.33
				<b>Warrant Total</b>	<b>\$222.33</b>
609750 131344	R117 01-0000-390-0000-8300-5800-0000-0	910434	MADERA POLICE DEPARTMENT		50.00
				<b>Warrant Total</b>	<b>\$50.00</b>
609751 130253	R117 14-0010-380-0000-8500-6400-0000-0	091787	RC General Engineering Inc.		65,929.50
				<b>Warrant Total</b>	<b>\$65,929.50</b>
609752 130693 130697 130701 130700 130703 130704 130709 130708 130707 130702 130699	R117 01-6010-290-1200-1000-4310-0735-0 01-6010-320-1200-1000-4310-0735-0 01-6010-380-1200-1000-4310-0735-0 01-6010-390-1200-1000-4310-0735-0 01-6010-420-1200-1000-4310-0735-0 01-6010-440-1200-1000-4310-0735-0 01-6010-520-1200-1000-4310-0735-0 01-6010-650-1200-1000-4310-0735-0 01-6010-670-1200-1000-4310-0735-0 01-3010-470-1200-1000-4310-0735-2 01-3010-560-1200-1000-4310-0735-2	091807	J's Communications, Inc.		2,023.01 2,023.01 2,023.01 2,023.01 2,023.01 2,023.01 2,023.01 2,023.01 2,023.01 2,023.01 2,023.01
				<b>Warrant Total</b>	<b>\$22,253.11</b>
609753 131057	R117 01-0000-560-1215-2700-4300-0000-0	091833	Moore Medical		169.02
				<b>Warrant Total</b>	<b>\$169.02</b>

**Commercial Warrant Listing**  
**For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609754	R118	091819	Roes, Betty		
	13-5310-260-0000-3700-3902-5600-0			RPLC CK#608831	85.42
	13-5310-260-0000-3700-3902-5600-0				85.42
				<b>Warrant Total</b>	<b>\$170.84</b>
609755	R119	091400	Employment Development Department		
	01-0000-000-0000-0000-9509-0000-0			acct#942-3506-6	3,015.01
	01-0000-000-0000-0000-9509-0000-0			acct#942-3506-6	2,010.00
				<b>Warrant Total</b>	<b>\$5,025.01</b>
609756	R120	000443	Arzate, Perla		
	01-0610-260-1300-1000-4100-6260-0			holt book	92.00
				<b>Warrant Total</b>	<b>\$92.00</b>
609757	R120	091194	Shell Energy North American(US), L.P.		
	11-0010-260-4110-8200-5520-0000-0				61.59
	13-5310-400-0000-8200-5520-0000-0				310.54
	13-5310-520-0000-8200-5520-0000-0				90.31
	01-0000-570-0000-8200-5520-0000-0				1,651.74
	11-9503-260-4110-8200-5520-0000-0				31.96
	13-5310-260-0000-8200-5520-0000-0				2,448.55
	01-0000-630-0000-8200-5520-0000-0				4,489.02
	01-0000-650-0000-8200-5520-0000-0				2,970.09
	01-0000-560-0000-8200-5520-0000-0				2,670.31
	01-0000-580-0000-8200-5520-0000-0				1,768.34
	01-0000-600-0000-8200-5520-0000-0				6,174.32
	01-0000-620-0000-8200-5520-0000-0				3,134.87
	01-0000-460-0000-8200-5520-0000-0				1,764.98
	01-0000-440-0000-8200-5520-0000-0				1,655.84
	01-0000-450-0000-8200-5520-0000-0				1,055.97
	01-0000-470-0000-8200-5520-0000-0				3,725.26
	01-0000-490-0000-8200-5520-0000-0				23,964.61
	01-0000-520-0000-8200-5520-0000-0				1,914.76
	01-0000-530-0000-8200-5520-0000-0				297.11
	01-0000-380-0000-8200-5520-0000-0				1,277.85
	01-0000-390-0000-8200-5520-0000-0				7,922.40
	01-0000-420-0000-8200-5520-0000-0				2,173.63
	01-0000-400-0000-8200-5520-0000-0				12,127.94
	01-0000-400-1315-8200-5520-0000-0				1,207.09
	01-0000-290-0000-8200-5520-0000-0				3,403.42
	01-0000-260-0000-8200-5520-5600-0				2,494.03
	01-0000-360-0000-8200-5520-0000-0				1,796.91
	01-0000-300-0000-8200-5520-0000-0				1,759.69
	01-0000-310-0000-8200-5520-0000-0				3,328.82
	01-0000-320-0000-8200-5520-0000-0				1,172.02
				<b>Warrant Total</b>	<b>\$98,843.97</b>

**Madera Unified School District**  
**Commercial Warrant Listing**  
 For Warrants Dated 09/17/2012 to 09/17/2012

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609758	R120	013706	CITY OF MADERA		
		01-0000-300-0000-8200-5530-0000-0			1,750.49
		01-0000-350-0000-8200-5530-0000-0			147.87
		01-0000-260-0000-8200-5530-5600-0			1,014.21
		01-0000-290-0000-8200-5530-0000-0			3,507.38
		01-0000-400-0000-8200-5530-0000-0			4,038.07
		01-0000-400-1315-8200-5530-0000-0			212.09
		01-0000-420-0000-8200-5530-0000-0			1,534.73
		01-0000-390-0000-8200-5530-0000-0			8,678.34
		01-0000-520-0000-8200-5530-0000-0			1,681.67
		01-0000-490-0000-8200-5530-0000-0			607.47
		01-0000-470-0000-8200-5530-0000-0			4,863.92
		01-0000-450-0000-8200-5530-0000-0			188.89
		01-0000-440-0000-8200-5530-0000-0			1,966.37
		01-0000-460-0000-8200-5530-0000-0			2,422.02
		01-0000-620-0000-8200-5530-0000-0			128.66
		01-0000-600-0000-8200-5530-0000-0			347.34
		01-0000-580-0000-8200-5530-0000-0			1,899.97
		01-0000-580-0000-8200-5530-0000-0			81.51
		01-0000-560-0000-8200-5530-0000-0			1,719.17
		01-0000-560-0000-8200-5530-0000-0			463.95
		01-0000-650-0000-8200-5530-0000-0			3.17
		01-0000-630-0000-8200-5530-0000-0			710.52
		01-7230-280-0000-8200-5530-0000-0			636.27
		13-5310-400-0000-8200-5530-0000-0			107.32
		11-0010-260-4110-8200-5530-0000-0			147.86
		01-7230-280-0000-8200-5530-6930-0			156.85
		01-7230-280-0000-8200-5530-6940-0			156.85
			<b>Warrant Total</b>		<b>\$39,172.96</b>
609759	R121	933810-1	ALLIED STORAGE CONTAINERS, INC.		
130924		01-6010-380-1200-1000-4400-0735-0			2,586.00
			<b>Warrant Total</b>		<b>\$2,586.00</b>
609760	R121	001978	AMERICAN BAND ACCESSORIES		
130292		01-0000-400-1355-1000-4310-2320-0			825.90
			<b>Warrant Total</b>		<b>\$825.90</b>
609761	R121	002642	AMERICAN MUSIC CO.		
130899		01-0000-400-1300-1000-4400-0000-0			1,492.03
			<b>Warrant Total</b>		<b>\$1,492.03</b>
609762	R121	965440	BARROWS		
130431		01-0000-260-0000-7390-5890-6950-0			250.00
			<b>Warrant Total</b>		<b>\$250.00</b>
609763	R121	005775-1	BASS AND SONS		
130027		01-0000-450-0000-8200-5800-0000-0			2,405.00
			<b>Warrant Total</b>		<b>\$2,405.00</b>

**Commercial Warrant Listing**  
**For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609764	R121	971140	BLAIR, CHURCH & FLYNN		
130388	35-0000-490-0000-8500-6215-9710-0				660.00
				<b>Warrant Total</b>	<b>\$660.00</b>
609765	R121	091857	Board of Regents		
131310	01-0045-400-1315-4200-5800-0000-0			6 annual nevada	65.00
				<b>Warrant Total</b>	<b>\$65.00</b>
609766	R121	008589-1	BRODART CO.		
131113	01-9170-390-1249-2422-4200-0000-0				27.56
				<b>Warrant Total</b>	<b>\$27.56</b>
609767	R121	090242	CIF CENTRAL SECTION		
131288	01-0045-490-1315-4200-5800-0000-0			dues & assessments	1,530.50
				<b>Warrant Total</b>	<b>\$1,530.50</b>
609768	R121	009528	CAL VALLEY PRINTING		
131201	01-3725-490-1300-1000-5800-0000-2				242.44
				<b>Warrant Total</b>	<b>\$242.44</b>
609769	R121	091532-1	Carrot-Top Industries Inc		
130879	01-0000-400-0000-8210-4300-0000-0				120.50
				<b>Warrant Total</b>	<b>\$120.50</b>
609770	R121	012080	CENTRAL JANITOR'S SUPPLY CO.		
130894	01-0000-000-0000-0000-9320-0000-0				13,576.50
				<b>Warrant Total</b>	<b>\$13,576.50</b>
609771	R121	090048	CHARLES MC MURRY CO		
130871	01-8150-450-0000-8110-4300-0000-0				86.63
				<b>Warrant Total</b>	<b>\$86.63</b>
609772	R121	013903	CLOVIS HIGH SCHOOL		
131308	01-0045-400-1315-4200-5800-0000-0			JV & fresh	600.00
				<b>Warrant Total</b>	<b>\$600.00</b>
609773	R121	013917	CLOVIS WEST HIGH		
131268	01-0045-490-1315-4200-5800-0000-0				180.00
				<b>Warrant Total</b>	<b>\$180.00</b>
609774	R121	944250	CMEA CENTRAL SECTION		
131263	01-1100-260-1255-4100-5808-6250-0			kingsburg	175.00
131263	01-1100-260-1255-4100-5808-6250-0			Washington Union	175.00
				<b>Warrant Total</b>	<b>\$350.00</b>
609775	R121	091842	Cornfield Maze & Pumpkin Patch		
131214	11-9170-260-4110-1000-5800-7910-0			Oct. 18 2012	120.00
				<b>Warrant Total</b>	<b>\$120.00</b>
609776	R121	998620-1	DELL MARKETING L.P.		
130666	01-3725-400-1300-1000-4400-0000-2				847.08
				<b>Warrant Total</b>	<b>\$847.08</b>
609777	R121	978730	DEPARTMENT OF SOCIAL SERVICES		
131330	12-6105-260-0001-2100-5880-0000-0			chavez 141320	550.00
				<b>Warrant Total</b>	<b>\$550.00</b>



**Commercial Warrant Listing**  
**For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609778	R121	091485	El Sol Oaxagueno		
130480	11-9503-260-4110-1000-5870-0000-0				150.00
<b>Warrant Total</b>					<b>\$150.00</b>
609779	R121	937140-1	ENVIROCLEAN SANITATION SUPPLY		
130772	01-0000-620-0000-8210-4300-0000-0				217.66
131144	01-0000-000-0000-0000-9320-0000-0				597.37
<b>Warrant Total</b>					<b>\$815.03</b>
609780	R121	021282	EVANS FEED & LIVESTOCK SUPPLY		
131084	01-0025-490-1305-1000-4300-0000-0				32.33
131084	01-0025-490-1305-1000-4300-0000-0				139.54
131084	01-0025-490-1305-1000-4300-0000-0				67.67
131084	01-0025-490-1305-1000-4300-0000-0				111.20
131084	01-0025-490-1305-1000-4300-0000-0				70.00
131084	01-0025-490-1305-1000-4300-0000-0				71.00
131084	01-0025-490-1305-1000-4300-0000-0				59.72
<b>Warrant Total</b>					<b>\$551.46</b>
609781	R121	954490	EXCALIBUR ELEVATOR, INC.		
130034	01-8150-450-0000-8110-5640-0000-0				395.00
<b>Warrant Total</b>					<b>\$395.00</b>
609782	R121	090785	EXTRA PACKAGING CORPORATION		
131118	01-0000-380-1200-1000-4310-0000-0				229.10
<b>Warrant Total</b>					<b>\$229.10</b>
609783	R121	023699-1	FRESNO OXYGEN		
131289	01-0000-490-1305-1000-4310-0000-0				339.30
131289	01-0000-490-1305-1000-4310-0000-0				339.30
<b>Warrant Total</b>					<b>\$678.60</b>
609784	R121	971300	1ST STRING SPORTS		
130383	01-9170-670-1200-1000-5800-0000-0				1,403.44
130691	01-0000-400-1315-4200-4310-0000-0				1,021.90
130691	01-0000-400-1315-4200-5800-0000-0				654.69
130290	01-0000-600-1215-2700-4300-0000-0				646.18
130290	01-0000-600-1215-2700-4300-0000-0				702.49
130290	01-0000-600-1215-2700-4300-0000-0				916.70
130290	01-0000-600-1215-2700-4300-0000-0				257.74
<b>Warrant Total</b>					<b>\$5,603.14</b>
609785	R121	938590	FUENTES CONSTRUCTION INC.		
131322	14-0010-400-0000-8110-5630-0000-0		DIXIELAND		530.22
131322	14-0010-400-0000-8110-5630-0000-0		MHS		1,300.00
131322	14-0010-440-0000-8110-5630-0000-0		MILLVIEW		1,200.00
131322	14-0010-440-0000-8110-5630-0000-0		DIXIELAND		489.44
131322	14-0010-320-0000-8110-5630-0000-0		DIXIELAND		702.34
<b>Warrant Total</b>					<b>\$4,222.00</b>
609786	R121	000060	ASCD		
131357	01-6500-260-5770-1180-5800-0000-0		Van loon, Paul		39.00
<b>Warrant Total</b>					<b>\$39.00</b>

**Commercial Warrant Listing**  
**For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609787	R121	914720-1	AMERIPRIDE UNIFORM SERVICES		
131372	01-0000-450-0000-8200-5800-0000-0				380.31
131372	01-0000-450-0000-8200-5800-0000-0				380.31
131372	01-0000-450-0000-8200-5800-0000-0				380.31
131372	01-0000-450-0000-8200-5800-0000-0				380.31
131372	01-0000-450-0000-8200-5800-0000-0				380.31
131372	01-0000-450-0000-8200-5800-0000-0				380.31
131372	01-0000-450-0000-8200-5800-0000-0				380.31
131372	01-0000-450-0000-8200-5800-0000-0				380.31
131372	01-0000-450-0000-8200-5800-0000-0				380.31
				<b>Warrant Total</b>	<b>\$3,422.79</b>
609788	R121	091533-1	CMAC		
131255	01-0045-490-1315-4200-5800-0000-0				600.00
				<b>Warrant Total</b>	<b>\$600.00</b>
609789	R121	890180	CULLIGAN BOTTLED WATER		
131211	14-0010-360-0000-8110-5630-0000-0			Howard school	1,979.00
				<b>Warrant Total</b>	<b>\$1,979.00</b>
609790	R122	091847	Tesei, Kevin		
131244	01-9179-260-1300-1000-5890-0000-2			SCHOLARSHIP	700.00
				<b>Warrant Total</b>	<b>\$700.00</b>

**Commercial Warrant Listing**  
**For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609791	R122	060697	TECO PRODUCTS COMPANY		
130105	01-8150-450-0000-8110-4300-0000-0				10.76
130105	01-8150-450-0000-8110-4300-0000-0				238.95
130105	01-8150-450-0000-8110-4300-0000-0				28.50
130105	01-8150-450-0000-8110-4300-0000-0				80.27
130105	01-8150-450-0000-8110-4300-0000-0				55.28
130105	01-8150-450-0000-8110-4300-0000-0				25.91
130105	01-8150-450-0000-8110-4300-0000-0				15.09
130105	01-8150-450-0000-8110-4300-0000-0				19.29
130105	01-8150-450-0000-8110-4300-0000-0				6.79
130105	01-8150-450-0000-8110-4300-0000-0				29.85
130105	01-8150-450-0000-8110-4300-0000-0				82.22
130105	01-8150-450-0000-8110-4300-0000-0				202.25
130105	01-8150-450-0000-8110-4300-0000-0				51.40
130105	01-8150-450-0000-8110-4300-0000-0				47.14
130105	01-8150-450-0000-8110-4300-0000-0				71.60
130105	01-8150-450-0000-8110-4300-0000-0				11.04
130105	01-8150-450-0000-8110-4300-0000-0				18.96
130105	01-8150-450-0000-8110-4300-0000-0				318.67
130105	01-8150-450-0000-8110-4300-0000-0				15.09
130105	01-8150-450-0000-8110-4300-0000-0				59.64
130105	01-8150-450-0000-8110-4300-0000-0				11.31
130105	01-8150-450-0000-8110-4300-0000-0				55.30
130105	01-8150-450-0000-8110-4300-0000-0				47.68
130105	01-8150-450-0000-8110-4300-0000-0				46.03
130105	01-8150-450-0000-8110-4300-0000-0				62.87
130611	01-0000-400-0000-8210-4300-0000-0				12.12
			<b>Warrant Total</b>		<b>\$1,624.01</b>
609792	R122	090060	WESTERN AG & TURF		
130115	01-8150-450-0000-8110-4300-0000-0				82.34
130115	01-8150-450-0000-8110-4300-0000-0				17.50
130115	01-8150-450-0000-8110-4300-0000-0				617.74
130115	01-8150-450-0000-8110-4300-0000-0				2.93
130115	01-8150-450-0000-8110-4300-0000-0				61.49
130115	01-8150-450-0000-8110-4300-0000-0				1,496.71
130115	01-8150-450-0000-8110-4300-0000-0				39.67
130115	01-8150-450-0000-8110-4300-0000-0				1,065.29
130115	01-8150-450-0000-8110-4300-0000-0				16.87
			<b>Warrant Total</b>		<b>\$3,400.54</b>

**Commercial Warrant Listing**  
**For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609793	R122	995140	VALLEY FEED		
131083	01-0025-490-1305-1000-4300-0000-0				31.36
131083	01-0025-490-1305-1000-4300-0000-0				66.25
131083	01-0025-490-1305-1000-4300-0000-0				206.50
131083	01-0025-490-1305-1000-4300-0000-0				114.75
131083	01-0025-490-1305-1000-4300-0000-0				66.25
131083	01-0025-490-1305-1000-4300-0000-0				40.95
131083	01-0025-490-1305-1000-4300-0000-0				13.65
131083	01-0025-490-1305-1000-4300-0000-0				44.45
131083	01-0025-490-1305-1000-4300-0000-0				226.50
131083	01-0025-490-1305-1000-4300-0000-0				73.05
131083	01-0025-490-1305-1000-4300-0000-0				44.22
131083	01-0025-490-1305-1000-4300-0000-0				215.07
131083	01-0025-490-1305-1000-4300-0000-0				50.60
131083	01-0025-490-1305-1000-4300-0000-0				203.63
			<b>Warrant Total</b>		<b>\$1,397.23</b>
609794	R122	064857	VINCENT COMMUNICATIONS INC.		
130616	01-0000-490-0000-8210-4300-0000-0				272.61
			<b>Warrant Total</b>		<b>\$272.61</b>
609795	R122	060697	TECO PRODUCTS COMPANY		
131081	01-0025-490-1305-1000-4300-0000-0				217.99
			<b>Warrant Total</b>		<b>\$217.99</b>
609796	R122	994120-1	SOUTHWEST SCHOOL & OFFICE SUPPLY		
130850	01-0000-000-0000-0000-9320-0000-0				898.64
			<b>Warrant Total</b>		<b>\$898.64</b>
609797	R122	931660-1	SEHI COMPUTER PRODUCTS INC		
130819	01-0000-000-0000-0000-9320-0000-0				379.61
130261	01-1100-580-1200-1000-4310-6500-0				1,582.20
			<b>Warrant Total</b>		<b>\$1,961.81</b>
609798	R122	091606	The Leadership and Learning Center		
131185	01-0000-400-1300-2700-5200-0000-0				1,358.00
			<b>Warrant Total</b>		<b>\$1,358.00</b>
609799	R122	090897	KINGS COUNTY OFFICE OF EDUCATION		
131233	01-5640-260-0000-3120-5200-6640-1		COUNCIL/IRIARTE		190.00
			<b>Warrant Total</b>		<b>\$190.00</b>
609800	R122	920312	MADERA COUNTY OFFICE OF ED.		
131236	01-0000-260-1110-2130-5200-6220-0				200.00
131237	01-0000-260-1110-2130-5200-6220-0				400.00
131238	01-0000-260-1110-2130-5200-6220-0				400.00
			<b>Warrant Total</b>		<b>\$1,000.00</b>
609801	R122	091206	SIERRA HIGH SCHOOL		
131309	01-0045-400-1315-4200-5800-0000-0				160.00
			<b>Warrant Total</b>		<b>\$160.00</b>

**Commercial Warrant Listing**  
**For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609802	R122	090611	TULARE WESTERN HIGH SCHOOL TRACK		
131313	01-0045-400-1315-4200-5800-0000-0				225.00
			<b>Warrant Total</b>		<b>\$225.00</b>
609803	R122	062676	UNITED PARCEL SERVICE		
131297	01-0000-260-0000-7200-5910-5600-0				230.41
			<b>Warrant Total</b>		<b>\$230.41</b>
609804	R122	091809-1	SCHELDE NORTH AMERICA		
130758	01-0045-400-1315-4200-4400-0000-0				3,611.07
			<b>Warrant Total</b>		<b>\$3,611.07</b>
609805	R122	931660-1	SEHI COMPUTER PRODUCTS INC		
131032	01-3010-360-1200-1000-4310-4200-3				2,999.13
131036	01-7090-580-1200-1000-4310-0000-0				1,465.40
			<b>Warrant Total</b>		<b>\$4,464.53</b>
609806	R122	091860	D.A.L. Safety Consultants/Ralph S. Limon		
131342	01-7230-280-0000-3600-5200-6940-0				260.00
131342	01-7230-280-0000-3600-2225-6930-0				160.00
			<b>Warrant Total</b>		<b>\$420.00</b>
609807	R122	090123-1	WEST STAR ENVIRONMENTAL INC		
131373	40-0000-280-0000-8100-5800-0000-0				3,751.78
131373	40-0000-280-0000-8100-5800-0000-0				363.50
			<b>Warrant Total</b>		<b>\$4,115.28</b>
609808	R123	1610	SARAH M. FERRER		
	01-5640-260-0000-3120-5200-6640-1				108.78
			<b>Warrant Total</b>		<b>\$108.78</b>
609809	R123	3065	STACEY MARIE TAFOYA		
	01-5640-260-0000-3120-5200-6640-1				54.39
			<b>Warrant Total</b>		<b>\$54.39</b>
609810	R123	7770	JACQUELINE M. DIAMOND		
	01-5640-260-0000-3120-5200-6640-1				139.31
			<b>Warrant Total</b>		<b>\$139.31</b>
609811	R123	3215	RICHARD JOHN MARTINES		
	01-6500-260-5770-1190-5200-0000-0				35.24
			<b>Warrant Total</b>		<b>\$35.24</b>
609812	R123	7633	ROSALIND COX		
	01-0000-260-0000-7510-5200-5100-0				87.14
			<b>Warrant Total</b>		<b>\$87.14</b>
609813	R123	7098	ROBERT CHAVEZ		
	01-0000-260-0000-7200-5200-6000-0				762.57
			<b>Warrant Total</b>		<b>\$762.57</b>
609814	R123	7645	NICK LUCCKESI		
	01-0000-450-0000-8200-5200-0000-0				143.75
			<b>Warrant Total</b>		<b>\$143.75</b>

**Commercial Warrant Listing**  
**For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609815	R123	8060	GUSTAVO PEREZ		
	01-0000-450-0000-8200-5200-0000-0				31.08
				<b>Warrant Total</b>	<b>\$31.08</b>
609816	R123	518	MARTY BITTER		
	01-0045-490-1315-4200-5200-0000-0				109.00
				<b>Warrant Total</b>	<b>\$109.00</b>
609817	R123	3355	REBECCA L. MCHANEY		
	01-5640-260-0000-3120-5200-6640-1				75.48
				<b>Warrant Total</b>	<b>\$75.48</b>
609818	R123	7814	BRENDA LICCIARDELLO		
	01-5640-260-0000-3140-5200-0000-0				24.14
				<b>Warrant Total</b>	<b>\$24.14</b>
609819	R123	1702	JAMES FOSTER		
	01-0000-450-0000-8200-5200-0000-0				53.28
				<b>Warrant Total</b>	<b>\$53.28</b>
609820	R123	7640	KIMBERLIE DAWN JOHNSON		
	01-0000-260-1270-1000-5200-0000-0				56.61
				<b>Warrant Total</b>	<b>\$56.61</b>
609821	R123	1386	RACHEL ROSARIO DONATELLI		
	01-0000-260-1205-1000-5200-0000-0				216.45
				<b>Warrant Total</b>	<b>\$216.45</b>
609822	R123	5380	EMELDA VENEGAS		
	01-6500-260-5770-1190-5200-0000-0				204.80
				<b>Warrant Total</b>	<b>\$204.80</b>
609823	R123	26666036	ANTHONY A. MONREAL		
	01-0000-000-0000-0000-9514-0000-0				397.38
				<b>Warrant Total</b>	<b>\$397.38</b>
609824	R123	26666043	CURTIS RICHARD MANGANAAN		
	01-0000-450-0000-8220-4300-0000-0				24.28
				<b>Warrant Total</b>	<b>\$24.28</b>
609825	R124	000426	Taylor, Janet		
	01-0610-260-1300-1000-4100-6260-0				85.00
				<b>Warrant Total</b>	<b>\$85.00</b>
609826	R124	091849	Zenteno, Carlos		
	01-9170-600-1249-0000-8699-0000-0				10.36
				<b>Warrant Total</b>	<b>\$10.36</b>
609827	R124	091861	Smith's Wrecking		
	01-7230-280-0000-3600-4340-6930-0				10.00
				<b>Warrant Total</b>	<b>\$10.00</b>
609828	R125	091839	Garcia, Parents of Lichelle		
	13-5310-260-0000-0000-8637-0000-0				66.75
				<b>Warrant Total</b>	<b>\$66.75</b>

**Commercial Warrant Listing**  
**For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609829	R125	091840	Jackson, Parents of Ada & Brianna		
			13-5310-260-0000-0000-8637-0000-0		11.50
				<b>Warrant Total</b>	<b>\$11.50</b>
609830	R125	091855	Waright, Parents of Krista		
			13-5310-260-0000-0000-8637-0000-0		15.75
				<b>Warrant Total</b>	<b>\$15.75</b>
609831	R126	149	ROSEMARY G. ANGELES		
			13-5310-260-0000-3700-5230-0000-0		92.91
				<b>Warrant Total</b>	<b>\$92.91</b>
609832	R126	231	JOANN ARTER		
			13-5310-260-0000-3700-5230-0000-0		48.84
				<b>Warrant Total</b>	<b>\$48.84</b>
609833	R126	232	LORETTA RENEE ARTER		
			13-5310-260-0000-3700-5230-0000-0		320.91
				<b>Warrant Total</b>	<b>\$320.91</b>
609834	R126	250	BRENDA ATKINS		
			13-5310-260-0000-3700-5230-0000-0		80.48
				<b>Warrant Total</b>	<b>\$80.48</b>
609835	R126	7452	VIRGINIA G BARRIGA		
			13-5310-260-0000-3700-5230-0000-0		23.31
				<b>Warrant Total</b>	<b>\$23.31</b>
609836	R126	430	GLORIA BECK		
			13-5310-260-0000-3700-5230-0000-0		74.93
				<b>Warrant Total</b>	<b>\$74.93</b>
609837	R126	9968	KASEY ELLYN BROWN		
			13-5310-260-0000-3700-5230-0000-0		10.55
				<b>Warrant Total</b>	<b>\$10.55</b>
609838	R126	7990	CHARLENE V CANE		
			13-5310-260-0000-3700-5230-0000-0		13.60
				<b>Warrant Total</b>	<b>\$13.60</b>
609839	R126	905	CONNIE CHAMBERS		
			13-5310-260-0000-3700-5230-0000-0		57.45
				<b>Warrant Total</b>	<b>\$57.45</b>
609840	R126	7255	MARIA GUADALUPE CORNIER		
			13-5310-260-0000-3700-5230-0000-0		56.17
				<b>Warrant Total</b>	<b>\$56.17</b>
609841	R126	1234	BRENDA DANIELS		
			13-5310-260-0000-3700-5230-0000-0		10.77
				<b>Warrant Total</b>	<b>\$10.77</b>
609842	R126	1206	MARILYN F DAVI		
			13-5310-260-0000-3700-5230-0000-0		106.56
				<b>Warrant Total</b>	<b>\$106.56</b>

**Commercial Warrant Listing  
For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609843	R126	1298	TERESA DELEIJA		
			13-5310-260-0000-3700-5230-0000-0		73.26
				<b>Warrant Total</b>	<b>\$73.26</b>
609844	R126	8053	LUCELINDA E DINIS		
			13-5310-260-0000-3700-5230-0000-0		18.32
				<b>Warrant Total</b>	<b>\$18.32</b>
609845	R126	9062	MARIA FLORES		
			13-5310-260-0000-3700-5230-0000-0		18.32
				<b>Warrant Total</b>	<b>\$18.32</b>
609846	R126	9658	DARLENE JEANETTE GARCIA		
			13-5310-260-0000-3700-5230-0000-0		10.55
				<b>Warrant Total</b>	<b>\$10.55</b>
609847	R126	1848	DORA A GARCIA		
			13-5310-260-0000-3700-5230-0000-0		106.56
				<b>Warrant Total</b>	<b>\$106.56</b>
609848	R126	9054	IRMA GURROLA		
			13-5310-260-0000-3700-5230-0000-0		48.84
				<b>Warrant Total</b>	<b>\$48.84</b>
609849	R126	8398	CARLA C HERNANDEZ		
			13-5310-260-0000-3700-5230-0000-0		9.49
				<b>Warrant Total</b>	<b>\$9.49</b>
609850	R126	9975	ADELINA CAZARES HUERTA		
			13-5310-260-0000-3700-5230-0000-0		39.96
				<b>Warrant Total</b>	<b>\$39.96</b>
609851	R126	9638	SUZANA JAUREGUI		
			13-5310-260-0000-3700-5230-0000-0		17.10
				<b>Warrant Total</b>	<b>\$17.10</b>
609852	R126	2627	ROSEMARY JIMENEZ		
			13-5310-260-0000-3700-5230-0000-0		29.31
				<b>Warrant Total</b>	<b>\$29.31</b>
609853	R126	26660107	VICTOR JIMENEZ JR		
			13-5310-260-0000-3700-5230-0000-0		22.76
				<b>Warrant Total</b>	<b>\$22.76</b>
609854	R126	2728	JESSICA E KELLEY		
			13-5310-260-0000-3700-5230-0000-0		38.97
				<b>Warrant Total</b>	<b>\$38.97</b>
609855	R126	2760	SHARON KEIKO KIMURA		
			13-5310-260-0000-3700-5230-0000-0		19.98
				<b>Warrant Total</b>	<b>\$19.98</b>
609856	R126	3032	JOSIE G. LOPEZ		
			13-5310-260-0000-3700-5230-0000-0		83.25
				<b>Warrant Total</b>	<b>\$83.25</b>



**Commercial Warrant Listing  
For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609857	R126	8151	NORMA L LOPEZ		
				13-5310-260-0000-3700-5230-0000-0	101.01
				<b>Warrant Total</b>	<b>\$101.01</b>
609858	R126	3186	JACKIE MARLEY		
				13-5310-260-0000-3700-5230-0000-0	12.77
				<b>Warrant Total</b>	<b>\$12.77</b>
609859	R126	8172	MARIA L MEDINA		
				13-5310-260-0000-3700-5230-0000-0	19.98
				<b>Warrant Total</b>	<b>\$19.98</b>
609860	R126	7204	VALERIE MILES-MATTINGLY		
				13-5310-260-0000-3700-5230-0000-0	12.21
				<b>Warrant Total</b>	<b>\$12.21</b>
609861	R126	5756	ANGELA R MIRELEZ		
				13-5310-260-0000-3700-5230-0000-0	27.20
				<b>Warrant Total</b>	<b>\$27.20</b>
609862	R126	9856	FELICIA VALDEZ MOLINA		
				13-5310-260-0000-3700-5230-0000-0	6.05
				<b>Warrant Total</b>	<b>\$6.05</b>
609863	R126	3530	MARSHA MOMARY		
				13-5310-260-0000-3700-5230-0000-0	59.94
				<b>Warrant Total</b>	<b>\$59.94</b>
609864	R126	7152	MARICELA MORENO		
				13-5310-260-0000-3700-5230-0000-0	67.44
				<b>Warrant Total</b>	<b>\$67.44</b>
609865	R126	3831	ISABEL ORNELAS		
				13-5310-260-0000-3700-5230-0000-0	67.44
				<b>Warrant Total</b>	<b>\$67.44</b>
609866	R126	7850	KIMBERLY S. PEDROZA		
				13-5310-260-0000-3700-5230-0000-0	256.00
				<b>Warrant Total</b>	<b>\$256.00</b>
609867	R126	4093	LYNDA POWELL		
				13-5310-260-0000-3700-5230-0000-0	74.93
				<b>Warrant Total</b>	<b>\$74.93</b>
609868	R126	4342	MARGARITA RIVERA		
				13-5310-260-0000-3700-5230-0000-0	33.86
				<b>Warrant Total</b>	<b>\$33.86</b>
609869	R126	4445	KATHY A. RODRIGUEZ		
				13-5310-260-0000-3700-5230-0000-0	18.65
				<b>Warrant Total</b>	<b>\$18.65</b>
609870	R126	4462	PATRICIA RODRIGUEZ		
				13-5310-260-0000-3700-5230-0000-0	25.65
				<b>Warrant Total</b>	<b>\$25.65</b>

**Commercial Warrant Listing  
For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609871	R126	4518	PETER M. ROQUE		
			13-5310-260-0000-3700-5230-0000-0		148.19
				<b>Warrant Total</b>	<b>\$148.19</b>
609872	R126	4576	KIMBERLY RUSSELL		
			13-5310-260-0000-3700-5230-0000-0		16.32
				<b>Warrant Total</b>	<b>\$16.32</b>
609873	R126	4415	ARLENE SAUCEDA		
			13-5310-260-0000-3700-5230-0000-0		333.45
				<b>Warrant Total</b>	<b>\$333.45</b>
609874	R126	8183	MARTHA I VASQUEZ		
			13-5310-260-0000-3700-5230-0000-0		21.43
				<b>Warrant Total</b>	<b>\$21.43</b>
609875	R126	5565	MICHAEL WILLIAMS		
			13-5310-260-0000-3700-5230-0000-0		99.90
				<b>Warrant Total</b>	<b>\$99.90</b>
609876	R127	977910-1	AmeriPride Uniform Services		
130674			01-0000-400-0000-8210-4300-0000-0		145.19
130674			01-0000-400-0000-8210-4300-0000-0		145.19
				<b>Warrant Total</b>	<b>\$290.38</b>
609877	R127	914720-1	AMERIPRIDE UNIFORM SERVICES		
130617			01-0000-490-0000-8210-5800-0000-0		126.11
130617			01-0000-490-0000-8210-5800-0000-0		126.11
				<b>Warrant Total</b>	<b>\$252.22</b>
609878	R127	965440	BARROWS		
131368			01-0000-390-1215-4200-5801-0000-0		100.00
				<b>Warrant Total</b>	<b>\$100.00</b>
609879	R127	091533-1	CMAC		
131321			01-0045-400-1315-4200-5800-0000-0	Pardini's	396.00
				<b>Warrant Total</b>	<b>\$396.00</b>
609880	R127	997630	THE DISCOVERY CENTER		
131341			11-9170-260-4110-1000-5800-7910-0	Small Fry	168.00
				<b>Warrant Total</b>	<b>\$168.00</b>

**Commercial Warrant Listing**  
**For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609881	R127	003457-2	APPLE COMPUTER INC		
130897	01-0000-400-1300-1000-4400-0000-0				2,574.52
130643	01-0000-260-0000-7700-4300-5050-0				1,899.65
130775	01-0000-260-0000-7400-4400-5250-0				791.50
130471	01-1100-580-1200-1000-4400-6500-0				21,688.45
130473	25-9125-650-0000-8510-4400-0000-0				1,190.17
130473	25-9125-650-0000-8510-4400-0000-0				5,422.11
130472	25-9125-560-0000-8510-4400-0000-0				2,380.35
130472	25-9125-560-0000-8510-4400-0000-0				10,844.23
130474	01-1100-560-1200-1000-4400-6500-0				43,376.90
130528	01-3010-560-1200-1000-4400-4250-3				22,772.87
130649	01-0000-400-1355-1000-4400-2320-0				1,221.42
130752	01-6500-260-5770-1110-4310-0000-0				1,500.00
130753	01-6500-260-5770-1110-4310-0000-0				680.98
130824	01-0000-380-1200-1000-4310-0000-0				396.00
130824	01-0000-380-1200-1000-4310-0000-0				1,743.69
				<b>Warrant Total</b>	<b>\$118,482.84</b>
609882	R128	951810	ACC BUSINESS		
130190	13-5310-260-0000-3700-5920-0000-0				50.39
				<b>Warrant Total</b>	<b>\$50.39</b>
609883	R128	920053	Advance Pierre Foods		
130209	13-5310-000-0000-0000-9320-0000-0				9,842.00
				<b>Warrant Total</b>	<b>\$9,842.00</b>
609884	R128	090732	Cargill, Inc		
130193	13-5310-000-0000-0000-9320-0000-0				2,453.35
				<b>Warrant Total</b>	<b>\$2,453.35</b>
609885	R128	948640	COCA COLA BOTTLING OF CA		
130195	13-5310-000-0000-0000-9320-0000-0				4,547.14
130195	13-5310-260-0202-3700-4700-0000-0				13,591.10
				<b>Warrant Total</b>	<b>\$18,138.24</b>
609886	R128	920260	D.J. CO-OP		
131241	13-5310-000-0000-0000-9320-0000-0				246.10
				<b>Warrant Total</b>	<b>\$246.10</b>
609887	R128	925560	DANIELSEN CO.		
130197	13-5310-000-0000-0000-9320-0000-0				157,806.52
				<b>Warrant Total</b>	<b>\$157,806.52</b>
609888	R128	920213	DON LEE FARMS		
130198	13-5310-000-0000-0000-9320-0000-0				1,111.80
				<b>Warrant Total</b>	<b>\$1,111.80</b>
609889	R128	053414	EARTH GRAINS		
130199	13-5310-260-0000-3700-4705-0000-0				9,449.67
				<b>Warrant Total</b>	<b>\$9,449.67</b>
609890	R128	977640	FOCUS PACKAGING		
130200	13-5310-000-0000-0000-9320-0000-0				6,760.13
				<b>Warrant Total</b>	<b>\$6,760.13</b>

Report Date: 09/17/2012

**Commercial Warrant Listing**  
**For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609891	R128	920064	FOOD 4 LESS		
130201	13-5310-260-0000-3700-4700-0000-0				444.78
				<b>Warrant Total</b>	<b>\$444.78</b>
609892	R128	024752	GENERAL BUILDERS SUPPLY CO.		
130202	13-5310-260-0000-8110-5640-9260-0				168.12
				<b>Warrant Total</b>	<b>\$168.12</b>
609893	R128	938860	GOLD STAR FOODS		
130203	13-5310-000-0000-0000-9320-0000-0				46,148.24
				<b>Warrant Total</b>	<b>\$46,148.24</b>
609894	R128	090166	INDUSTRIAL CASTER & WHEEL		
131353	13-5310-400-0000-8110-5640-0000-0				34.22
				<b>Warrant Total</b>	<b>\$34.22</b>
609895	R128	969830	Integrated Food Service		
131243	13-5310-000-0000-0000-9320-0000-0				2,354.80
				<b>Warrant Total</b>	<b>\$2,354.80</b>
609896	R128	091757	La Tapatia Tortilla		
130223	13-5310-000-0000-0000-9320-0000-0				1,104.66
				<b>Warrant Total</b>	<b>\$1,104.66</b>
609897	R128	037570	MADERA PRODUCE		
130205	13-5310-260-0000-3700-4704-0000-0				78,836.20
130205	13-5370-260-0000-3700-4704-0000-0				16,392.25
				<b>Warrant Total</b>	<b>\$95,228.45</b>
609898	R128	037668	MADERA RADIO DISPATCH		
130206	13-5310-260-0000-3700-5920-0000-0			O	132.00
				<b>Warrant Total</b>	<b>\$132.00</b>
609899	R128	042629	J W MYERS, INC		
130207	13-5310-260-0000-8110-5640-0000-0				33.43
				<b>Warrant Total</b>	<b>\$33.43</b>
609900	R128	047226	PECKS PRINTERY		
131246	13-5310-260-0000-3700-5800-0000-0				1,596.32
				<b>Warrant Total</b>	<b>\$1,596.32</b>
609901	R128	989460	PLASTIC PACKAGE INC		
130210	13-5310-000-0000-0000-9320-0000-0				7,644.00
				<b>Warrant Total</b>	<b>\$7,644.00</b>
609902	R128	910128	POPCORN MAN		
130213	13-5310-000-0000-0000-9320-0000-0				2,270.50
				<b>Warrant Total</b>	<b>\$2,270.50</b>
609903	R128	049233	PRODUCER'S DAIRY		
130215	13-5310-260-0000-3700-4701-0000-0				44,866.29
130215	13-5310-260-0000-3700-4702-0000-0				37.84
				<b>Warrant Total</b>	<b>\$44,904.13</b>

**Commercial Warrant Listing  
For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609904	R128	990690	R & S ERECTION TRI-COUNTY, INC		
131247	13-5310-600-0000-8110-5640-0000-0				165.00
			<b>Warrant Total</b>		<b>\$165.00</b>
609905	R128	890963	REFRIGERATION SUPPLY DISTRIBUTOR		
130216	13-5310-260-0000-8110-5640-9260-0				14.96
			<b>Warrant Total</b>		<b>\$14.96</b>
609906	R128	053990	SAVE MART OF MODESTO		
130217	13-5310-260-0000-3700-4703-0000-0				39.96
130217	13-5310-260-0000-3700-4706-0000-0				4.96
130217	13-5310-260-0000-3700-4701-0000-0				17.34
130217	13-5310-260-0000-3700-4700-0000-0				5.28
			<b>Warrant Total</b>		<b>\$67.54</b>
609907	R128	983190	SCHOOL LUNCH PRODUCTS		
130218	13-5310-000-0000-0000-9320-0000-0				147,016.92
			<b>Warrant Total</b>		<b>\$147,016.92</b>
609908	R128	091848	Signs, Etc.		
131249	13-5310-260-0000-3700-4300-0000-0				8,800.00
			<b>Warrant Total</b>		<b>\$8,800.00</b>
609909	R128	956340	SIMPLEX GRINNELL		
131251	13-5310-260-0000-8110-5640-0000-0				665.65
			<b>Warrant Total</b>		<b>\$665.65</b>
609910	R128	090131	Sparkletts/Alhambra Waters		
130191	13-5310-260-0000-8200-5530-0000-0				68.85
			<b>Warrant Total</b>		<b>\$68.85</b>
609911	R128	945270	SYSCO FOODSERVICES OF MODESTO		
130219	13-5310-000-0000-0000-9320-0000-0				5,092.67
			<b>Warrant Total</b>		<b>\$5,092.67</b>
609912	R128	977780	Trimark Economy Restaurant Fixtures		
131252	13-5310-260-0000-3700-4371-0000-0				3,516.91
131252	13-5310-260-0000-3700-4400-0000-0				5,731.22
			<b>Warrant Total</b>		<b>\$9,248.13</b>
609913	R128	059888	TALKINGTON AIR COND.		
130220	13-5310-390-0000-8110-5640-0000-0				100.20
130220	13-5310-260-0000-8110-5640-0000-0				428.00
130220	13-5310-260-0000-8110-5640-9260-0				673.00
130220	13-5310-560-0000-8110-5640-0000-0				200.00
130220	13-5310-490-0000-8110-5640-0000-0				420.00
130220	13-5310-400-0000-8110-5640-0000-0				160.00
			<b>Warrant Total</b>		<b>\$1,981.20</b>
609914	R128	994970	UNISOURCE MAINT SUPPLY SYSTEMS		
130221	13-5310-260-0000-8110-5640-0000-0				179.45
			<b>Warrant Total</b>		<b>\$179.45</b>

**Commercial Warrant Listing**  
**For Warrants Dated 09/17/2012 to 09/17/2012**

Check/Warr#	Register #	Payee #	Payee Name	Description	Amount
PO #	Account #				
609915	R128	091784	Wallace Packaging, LLC		
130222	13-5310-000-0000-0000-9320-0000-0				1,218.75
<b>Warrant Total</b>					<b>\$1,218.75</b>
<b>District Totals</b>					<b>203 Warrants for \$1,079,743.93</b>

Fund Totals	Amount
01 - General Fund	\$380,401.11
11 - Adult Education	\$679.41
12 - Child Development	\$550.00
13 - Cafeteria	\$588,498.10
14 - Deferred Maintenance	\$74,561.50
25 - Capital Fac/Developer Fees	\$28,219.04
35 - County School Facilities Fund	\$660.00
40 - Special Reserve - Cap Outlay	\$4,174.77
73 - Foundation Trust-Scholarship	\$2,000.00
<b>Total</b>	<b>\$1,079,743.93</b>