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

Board of Trustees Meeting

AGENDA

Regular Meeting

Tuesday, September 27, 2011

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

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

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

**7:15 PM – Public Hearing: Textbook and Instructional Material Compliance
and Certification of Provision of Sufficient Standards-Aligned
Instructional Materials for Grades K-12**

OUR MISSION

Highest Student Achievement
Orderly Learning Environment
Financially Sound and Effective Organization

Gustavo Balderas, Superintendent

Robert E. Garibay, Board President

Ricardo Arredondo, Board Clerk

Lynn Cogdill, Board Trustee

Jose Rodriguez, Board Trustee

Michael Salvador, Board Trustee

Ray G. Seibert, Board Trustee

Maria Velarde-Garcia, Board Trustee

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)
 3. Superintendent's Goals

Audio File No. 05- 2011/12

- B. Pupil Personnel Matters
 - 1. Student Hearings/Expulsions (Education Code 35146, 48900, 48918)
 - 2. Conference with Legal Counsel – Anticipated Litigation (Government Code section 54956.9(b)). Approval/ratification of Settlement Agreement concerning compensatory behavior intervention services to be provided to special education student.
- C. Negotiations (Government Code Section 54957.6)
- D. Anticipated Litigation pursuant to subdivision (b) of Section 54954.9
- E. Adjournment of Closed Session

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

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

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

5. Adoption of Agenda

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

6. Student Board Representative Report

Madera High: Azka Fayyaz

Madera South High: Cristal Rivera

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.

B. Student and Staff Recognition

- AMAE Hispanic Heritage Poster Contest Winners
- Madera Rotary Presentation

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:

Audio File No. 05– 2011/12

1. Request Approval of Regular Board Meeting Minutes of September 13, 2011
[MINUTES](#)
2. Request Approval to apply for a Field Trip Grant offered by Target Stores for Millview Elementary.
[Agenda Item Cover](#)
[Target Grant Criteria](#)
3. Request Approval of 2011-12 Parent and Booster Club's Request for Recognition
[Agenda Item Cover](#)
4. Request Approval to contract with Allied Waste Services to provide Solid Waste and Recycling Services to the District for one year.
[Agenda Item Cover](#)
[Allied Waste Pricing Schedule](#)
[Agreement for Solid Waste and Recycling Services](#)
5. Request Approval of Memorandum of Understanding (MOU) for the Managing Asthma Triggers at Home (MATH) Program between Madera Unified School District and Madera County Public Health Department for the fiscal year 2011-2012.
[Agenda Item Cover](#)
[MOU MCPHD 9-27-11](#)
6. Request Approval of Letter of Understanding (LOU) between Madera Unified School District and the American Lung Association in California (ALAC) to implement the Asthma Management in Schools (AMIS) program. Program will start on September 28, 2011 and conclude at the end of the 2011-2012 school year.
[Agenda Item Cover](#)
[LOU American Lung Association](#)
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[Agenda Item Cover](#)
[Migrant MOU](#)
8. The Governing Board is requested to adopt the findings, conclusions and recommendations related to the possible expulsion or readmission of pupils as these are presented to the Board in one or more of the following forms of documentation:
 - Report(s) of Administrative Hearing Panel(s)
 - Expulsion Status Review Report(s) by the Superintendent's Designee
 - Stipulated Expulsion Agreement(s)

The Governing Board is also requested to issue orders consistent with the above referenced findings, conclusions and recommendations related to the possible expulsion or readmission of pupils in the cases of the following students, herein

Audio File No. 05- 2011/12

identified by their district-assigned identification numbers: 17646, 5120, 401681, 202599, 997112, 17153, 6759, 997475, 301104, 15521, 200195, 202799, 200074, 17183, 503595, 603143, 11976, 502769, 986945, 7166, 17855, 202873, 11475, 403724, 503795, 402729, 17139, 200385, 202502, 402371, 7824, 5374, 200609, 17141, 16576, 401452, 7142, 7703, 200136, 202700, 15080, 402436, 202744, 303469, 5206 and 4853.

[Agenda Item Cover](#)

9. Request Approval of the June 30, 2011 Student Body Statement of Club Trust Accounts

[Agenda Item Cover and Student Body Statement of Club Trust Accounts](#)

10. Request Approval of Commercial Warrant Listing

[Board Agenda and Commercial Warrant Listing](#)

B. Human Resources Items

1. Request Approval of Staffing Changes & Coaches List

[Staffing List - September 27](#)

[Coaches List - September 27](#)

C. Field Trip/Employee Conference Requests

1. Field Trips 9/27/11

[Daily Field Trips](#)

[Student Overnight or Out of State Field Trips](#)

9. Old Business

None

<p>7:15 PM – Public Hearing: Textbook and Instructional Material Compliance and Certification of Provision of Sufficient Standards-Aligned Instructional Materials for Grades K-12</p>

10. New Business

- A. Request Adoption of Resolution No. 09-2011/12 for Textbook and Instructional Material Compliance & Certification of Provision of Sufficient Standards-Aligned Instructional Materials for Grades K-12.

[Agenda Item Cover](#)

[Resolution No. 09-2011/12](#)

[Resolution No. 09-2011/12 Support Documents](#)

- B. Request Adoption of Resolution No. 10-2011/2012 that approves the transaction between Madera Unified School District and Madera Redevelopment Agency for Madera High School's housing construction project.

[Agenda Item Cover](#)

[Resolution No. 10-2011/2012](#)

[Construction Cost Estimate](#)

- C. Request Approval of the 2011 Madera Unified Board Governance Handbook

[Agenda Item](#)

[Board Governance Handbook](#)

Audio File No. 05– 2011/12

11. Information and Reports

- A. Educational Services Report
Transitional Kindergarten
- B. Business and Operations Update
[Agenda Item Cover](#)
[NDC Information](#)
- C. Human Resources
- D. Superintendent's Time

12. Announcements

13. Miscellaneous

- A. Board Member Committee and Information Reports

14. Advanced Planning

Next Regular Board Meeting

Tuesday, October 11, 2011 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 13TH DAY OF SEPTEMBER, 2011**

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 13, 2011**, at 5:30 p.m.

ROLL CALL

Robert E. Garibay, President
Ricardo Arredondo, Clerk

Lynn Cogdill, Trustee
Jose Rodriguez, Trustee
Michael Salvador, Trustee
Ray G. Seibert, Trustee
Maria Velarde-Garcia, Trustee

Azka Fayyaz, Student Board Representative, Madera High School
Cristal Rivera, Student Board Representative, Madera South High School

Gustavo Balderas, Superintendent
Kelly Porterfield, Associate Superintendent, Business and Operations
Deborah A. Wood, Associate Superintendent, Educational Services
Jake Bragonier, Public Information Officer
Teri Bradshaw, Director, Fiscal Services
Mike Lennemann, Director, Human Resources
Robert Chavez, Chief Academic Officer
Julia Reese, Chief Academic Officer
Janet Morgan, Senior Administrative Assistant

Hilda Garnica, Translator
Janet Grossnickalus, Director of Curriculum, Instruction and Assessment
Rosalind Cox, Director of Facilities Planning and Construction
Marisa DiMauro, Director of Categorical Programs
Barbara Gonzalez, Interim Director of Transportation, Director of Purchasing and Warehouse
Paul VanLoon, Director of Special Services
Sandon Schwartz, Principal, Madera South High School
Kent Albertson, Principal, Madera High School
Marcus Sosa, Director of Student Services
Alma DeLuna, Director of English Learners
Steve Thornton, BTSA TSA
Brett Moglia, Security Supervisor
Lupe Rodriguez, Director of Maintenance and Operations

Kathy Horn, MUTA President
Andi Albertson, CSEA President

There were approximately 50 visitors/District employees in attendance.

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 13TH DAY OF SEPTEMBER, 2011**

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

President Garibay called the Public Session of the Board of Education to order at 5:30 p.m. and immediately 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

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

President Garibay adjourned the Closed Session at 6:50 p.m. and reconvened the Regular Meeting by calling the Public Session to order at 7:01 p.m. President Garibay welcomed the visitors and asked Trustee Salvador to lead the flag salute. President Garibay asked Pastor Tim Echevarria of New Harvest Christian Fellowship to lead the invocation. President Garibay explained the rules governing the Board meeting. The meeting was recorded on Audio File No. 04-2011/12.

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. 32-2011/12

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

Trustee Velarde-Garcia asked that item 8A7 be pulled for separate vote.

President Garibay asked that item 8A8 be pulled for separate vote.

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

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

6. Student Board Representative Report

Cristal Rivera, Student Board Representative for Madera South High School and Azka Fayyaz, Student Board Representative for Madera High School each presented highlights of activities at their respective school sites.

7. Communications

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 13TH DAY OF SEPTEMBER, 2011**

7A. Public Hearing

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

- Kathy Horn – MUTA President; commented that she and the CTA representative met this morning with the Superintendent and Mike Lennemann and they appreciate the opportunity to meet; asked for consideration in adding Madison to the air conditioning improvement program along with TJ (presented at last board meeting); thanked Kent Albertson and the MHS staff for allowing the Needham family to fundraise for their daughter; concerned about the small amount of money teachers get to run their classrooms each year – asked if the board could look at this; concerned about class size.
- Tim Echiverria, Pastor of New Harvest Christian Fellowship came to bring awareness regarding SB48 and noted there is a major campaign in California to get this back on the ballot; concerned about how this might affect our children; asked what MUSD intends to do when this is implemented; read from a handout of what the requirements of this bill would be.
- Tina Romero – 848 Royal Drive, Madera also spoke about SB48; asked the board to oppose the implementation of this bill; urges everyone to sign the petition when they are out over the next couple of weeks. Asked to be placed on the board agenda and if not asked if the district would hold a public meeting for public discussion/input.
- Steve Thornton, Teacher Support Services introduced Aaron Gilbert who is attending tonight's Board meeting and will be earning his Eagle Scout merit badge.
- Hilda Garnica translated for Martha Ramirez 26859 Ave 7 ½ La Vina parent who asked for a full time secretary bilingual secretary at La Vina (they only have a part time bilingual secretary).
- Ron Montoya, parent attended the budget meeting today in the District Office and spoke about the high salary of the two Associate Superintendent's and wondered if unallocated funds could be used to decrease Kindergarten class sizes.

8. Approval of Consent Agenda – Motion No. 33-35-2011/12

Document Numbers 65-2011/12 through 76-2011/12

Resolution Number 06-2011/12

Commercial Warrants, Exhibit A

Staffing Changes, Exhibit B

Field Trip/Employee Conference Requests, Exhibit C

It was moved by Trustee Salvador, seconded by Trustee Cogdill, and unanimously carried to approve the Consent Agenda as amended.

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 13TH DAY OF SEPTEMBER, 2011**

Ayes: Trustees Cogdill, Rodriguez, Salvador, Seibert, Velarde-Garcia, Clerk Arredondo and President Garibay
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 23, 2011

8A2. Adoption of Resolution No. 06-2011/12 **RESOLUTION NO. 06-2011/12**

8A3. Approval of Agreement with Axiom Management Advisors and Consultants for Mandate Reimbursement Services and Custom Site Services
DOCUMENT NO. 65-2011/12

8A4. Approval for grades 9-12 gymnastic trips **DOCUMENT NO. 66-2011/12**

8A5. Approval for Madera Unified School District California School Age Families Education Program (Cal-SAFE) to apply for a one time Mini-grant from First 5 of Madera County for the 2011-2012 school year **DOCUMENT NO. 67-2011/12**

8A6. Approval to accept donations **DOCUMENT NO. 68-2011/12**

8A7. 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: A-2011/12, 17698, 502653, 7279, 5465, 603886, and 302820

Trustee Velarde-Garcia explained that she must recuse herself from voting on this item due to a conflict of interest.

It was moved by Trustee Seibert, seconded by Trustee Salvador, and carried by majority to accept the findings, conclusions and recommendations as stated above.

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

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 13TH DAY OF SEPTEMBER, 2011**

Abstained: None
Recused: Trustee Velarde-Garcia

**MOTION NO. 34-2011/12
CONFIDENTIAL DOCUMENT NO. 69-2011/12**

8A8. Approval of Commercial Warrant Listing

President Garibay explained that he must recuse himself from voting on this item due to a conflict of interest. He then passed the gavel to Clerk Arredondo who called for the vote.

It was moved by Trustee Seibert, seconded by Trustee Cogdill, and carried by majority to approve the Commercial Warrant Listing

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

**MOTION NO. 35-2011/12
DOCUMENT NO. 70-2011/12**

8B. Human Resources Items

8B1. Approval of Staffing Changes and Coaches **DOCUMENT NO. 71-2011/12**

8B2. Approval of Classified Job Description: Bus Driver Trainer/Dispatcher
DOCUMENT NO. 72-2011/12

8B3. Approval of Memorandums of Understanding between MUSD and Alview-Dairyland SD, Chawanakee USD, Chowchilla Elementary SD, Chowchilla Union High SD, Ezequiel-Tafoya Alvarado Academy, Golden Valley USD, and Madera COE, to provide Beginning Teacher Support and Assessment (BTSA) Induction
DOCUMENT NO. 73A-2011/12
DOCUMENT NO. 73B-2011/12
DOCUMENT NO. 73C-2011/12
DOCUMENT NO. 73D-2011/12
DOCUMENT NO. 73E-2011/12
DOCUMENT NO. 73F-2011/12
DOCUMENT NO. 73G-2011/12

8B4. Approval of Consultant Contract between Madera Unified School District and Kathleen Gorman from September 14, 2011 through June 30, 2012
DOCUMENT NO. 74-2011/12

8B5. Approval of Consultant Contract between Madera Unified School District and Janet Cook from September 14, 2011 through June 30, 2012
DOCUMENT NO. 75-2011/12

8C. Approval of Field Trip/Employee Conference Requests **DOCUMENT NO. 76-2011/12**

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 13TH DAY OF SEPTEMBER, 2011**

9. Old Business

9A. Approval of the 2010-11 Financial Reports

Teri Bradshaw provided a PowerPoint review of the Financial Reports.

The Board made comments and asked clarifying questions.

It was moved by Trustee Salvador, seconded by Trustee Velarde-Garcia, and unanimously carried to approve the 2010-11 Financial Reports.

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

**MOTION NO. 36-2011/12
DOCUMENT NO. 77-2011/12**

7:15 PM – Public Hearing: School Facility Needs Analysis authorizing the levying of alternative school facility fees on residential development

The public hearing was opened by President Garibay at 7:55 p.m.

Bill Jones of 915 Harvard Avenue, Madera, CA spoke concerning developers fees and asked to board to consider increasing the developer fees, not decreasing them.

President Garibay closed the public hearing at 7:58 pm.

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

Kelly Porterfield introduced this item. The board was provided with 3 resolutions; one to decrease developer fees, one to increase developer fees and one to remain status quo. The board asked clarifying questions and discussed the pros and cons of raising/lowering developer fees.

It was moved by Trustee Cogdill, seconded by Trustee Rodriguez, and carried by majority to adopt Resolution 07-2011/12 to impose the current Level II fee amount of \$5.97 per square foot and Level III fee amount of \$11.94 per square foot without an increase following the effective date of this resolution and continuing for the period of one year.

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

**MOTION NO. 37-2011/12
RESOLUTION NO. 07-2011/12**

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 13TH DAY OF SEPTEMBER, 2011**

11. Information and Reports

11A. Educational Services Report

AYP/API

Associate Superintendent Deborah Wood introduced Janet Grossnicklaus, Director of Curriculum, Instruction and Assessment who provided a PowerPoint presentation on AYP/API scores results. During the presentation the board made comments and asked clarifying questions.

AGB

Deborah Wood presented the Plan for Restructuring Year 4, 5, 5+ Program Improvement Schools for 2011-2012. The board asked clarifying questions regarding the changes in format for classroom observations and meeting dates. Following her presentation, Mrs. Wood asked the Board to commit to attending AGB meetings at either the elementary, middle or high school level.

Clerk Arredondo and Trustee Rodriguez will attend elementary level meetings.
Trustees Seibert and Salvador will attend high school level meetings.
President Garibay and Trustee Cogdill will attend middle school level meetings.

Kathy Horn cited the Brown Act when asking for copies of the printed presentation so that she can view the dates of classroom walk-through and AG Board meetings.

DIAP Accountability Report

CAO Robert Chavez presented a PowerPoint overview of the District Instructional Action Plan (DIAP) Accountability Report. Following his presentation Mr. Chavez responded to questions and comments made by the board.

11B. Business and Operations Update

No update tonight

11C. Human Resources

No report tonight

11D. Superintendent's Time

Superintendent Balderas thanked the Board for attending the Board Governance Workshop on August 30th and for their hard work and diligence. Mr. Balderas advised that the Board Governance handbook will be on the September 27th agenda for approval.

12. Announcements

Trustee Arredondo announced the Lincoln Elementary festival on Friday, September 16th and the Pershing Jog/Walk-Athon on Friday, September 21st.

Trustee Velarde-Garcia attended the recent cross country invitational and learned about a fundraiser being held on October 1st offering Zumba lessons for \$5.00.

13. Miscellaneous

Trustee Arredondo who is a member of the High Speed Rail Taskforce advised that a public comment hearing will be held at the Madera City Council chambers on Sept 15th.

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 13TH DAY OF SEPTEMBER, 2011**

14. Advanced Planning

President Garibay made the following announcement:

Next Regular Board Meeting

Tuesday, September 27, 2011 at 7:00 p.m.

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

15. Suggested Future Agenda Items

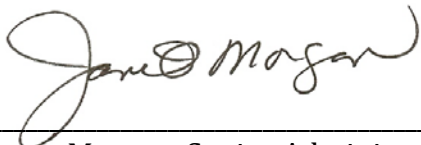
Trustee Cogdill asked for a vote at the next meeting allowing unions 5 minutes on the Board Agenda similar to what is allowed for the high schools. President Garibay stated that he would talk with Trustee Cogdill about this issue.

Trustee Salvador would like this board to take up the issue of the California Department of Corrections suggestion to change their Chowchilla facility from a women's to a men's prison. Trustee Salvador added that Madera Unified should support the City of Madera and the City of Chowchilla in their opposition to this due to the economic and social impact this would have on Madera County. Trustee Salvador would like a letter of opposition drafted to be approved at the September 27th meeting. Clerk Arredondo reminded everyone of the state re-entry facility proposed last year that would have been surrounded by Millview, Chavez, Martin Luther King and Sierra Vista.

President Garibay asked Clerk Arredondo and Trustee Salvador to identify the negative impact, gather information and bring that to staff to draw up a letter.

16. Adjournment – Motion No. 38-2011/12

President Garibay adjourned the Public Session at 10:22 p.m.



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

Dated: September 13, 2011

MINUTE RECORD of Madera Unified School District Board of Education REGULAR BOARD MEETING HELD ON THE 13TH DAY OF SEPTEMBER, 2011

MINUTES OF SEPTEMBER 13, 2011 MOTION NO. 33-35-2011/12 DOCUMENT NOs. 65 -2011/12 through 76-2011/12 RESOLUTION NO. 06-2011/12

Recapitulation of Business Transactions and Warrants – Exhibit A Staff Changes and Coaches – Exhibit 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 A – CONSENT CALENDAR APPROVAL OF WARRANTS – MOTION NO. 35-2011/12 DOCUMENT NO. 70-2011/12

BUSINESS TRANSACTIONS	
APPROVAL OF COMMERCIAL WARRANTS	
BOARD DATE: September 13, 2011	
FUND	AMOUNT
01 GENERAL FUND	\$3,422,470.31
11 ADULT EDUCATION	\$20,225.70
12 CHILD DEVELOPMENT	\$3,774.36
13 CAFETERIA	\$5,581.10
14 DEFERRED MAINTENANCE	\$87,557.14
15 PUPIL TRANS EQUIP	\$0.00
17 STONE SCHLRSHP TRUST	\$0.00
21 BUILDING FUND-BOND PROCEEDS 2003	\$0.00
25 DEVELOPERS' FEES	\$0.00
26 PRISON MITIGATION FEES	\$0.00
30 STATE SCHOOL BLDG	\$0.00
31 REFURBISHMENT	\$0.00
32 ROOF REPLACEMENT	\$0.00
35 COUNTY SCHOOL FACILITIES FUND	\$0.00
40 SPECIAL RESERVE	\$1,281.57
41 BUILDING FUND	\$0.00
42 AG FARM BUILDING FUND	\$0.00
43 C.O.P. SPEC. RESERVE	\$0.00
49 SPEC RESERVE/REDEV AGENCY	\$0.00
53 STATE SCH LOAN REPAY	\$0.00
54 LEASE/PUR OVERRIDE	\$0.00
56 C.O.P. DEBT SERVICE	\$0.00
67 INSURANCE RESERVE	\$0.00
73 MUSD TRUST FUND	\$2,000.00
74 ATHLETIC FUND	\$0.00
TOTAL ALL FUNDS	\$3,542,890.18
PAYROLL	
(INCL'S PD BENEFITS)	
08/31/11 & 09/07/11 PAYROLLS	
01 GENERAL	\$9,528,671.15
11 ADULT EDUCATION	\$73,506.99
12 CHILD DEVELOPMENT	\$90,658.38
13 CAFETERIA	\$318,413.48
25 DEVELOPER FEES	\$12,849.99
35 SCHOOL FACILITIES FUND	\$187.02
74 ATHLETIC FUND	\$0.00
PAYROLL TOTAL ALL FUNDS	\$10,024,287.01
BY: MELANIE SERROS, ACCOUNTS PAYABLE	
9/6/2011	
BY: JANET PAVLOVICH, POSITION CONTROL	
9/20/2011	

<p align="center">MINUTE RECORD of Madera Unified School District Board of Education REGULAR BOARD MEETING HELD ON THE 13TH DAY OF SEPTEMBER, 2011</p>
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EXHIBIT B – CERTIFICATED HUMAN RESOURCES ITEMS
MOTION NO. 33 -2011/12
DOCUMENT 71-2011/12

CERTIFICATED LEAVES OF ABSENCE

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Babette Jaire	Teacher	Special Services	10/21/11, 01/27/11, 03/23/12	Class II Professional Leaves (CTA State Council)
2. Dan Okamura	Teacher	Various	09/19/11	Class II Professional Leave (CTA Rural Issues Advisory Committee)

CERTIFICATED SEPARATIONS

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Nicolet Diaz	TSA (46% FTE)	Jefferson	08/23/11	Resignation

CERTIFICATED NEW POSITION

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

CERTIFICATED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Carol Sullivan	Teacher	MSHS	2011/2012	Replacement
2. William Wolf	Teacher	Desmond	2011/2012	Replacement
3. Debra Smutny	TSA (46% FTE)	Nishimoto	2011/2012	Replacement
4. Chelsie Copeland	Teacher	Lincoln	2011/2012	Replacement
5. Alice Badorine	TSA (46% FTE)	Howard	2011/2012	Replacement

CERTIFICATED OTHER

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Shannon Capshew	Vice Principal	Madison	2011/2012	Declined Position

<p align="center">MINUTE RECORD of Madera Unified School District Board of Education REGULAR BOARD MEETING HELD ON THE 13TH DAY OF SEPTEMBER, 2011</p>
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EXHIBIT B - CLASSIFIED HUMAN RESOURCES ITEMS
MOTION NO. 33 -2011/12
DOCUMENT 71-2011/12

CLASSIFIED LEAVES OF ABSENCE

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Andi Albertson	Bus Driver	Transportation	10/01/11-10/01/12	Personal Leave

CLASSIFIED SEPARATIONS

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Ellen Flores	Paraprofessional Aide	Special Services	10/31/11	Retirement (19 Yrs.)

CLASSIFIED NEW POSITION

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

CLASSIFIED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. Elvira Gil	Paraprofessional Aide	Preschool	2011/2012	3.50	Replacement
2. John Arellano	Equipment Manager	MSHS	2011/2012	8.00	Replacement
3. Maria Gonzalez	Secretary	LaVina	2011/2012	3.00	New Position (General Funding)
4. Daniel Loera	Bus Driver	Transportation	2011/2012	5.00	Replacement

CLASSIFIED OTHER

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

COACHES

1. See Attached List

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 13TH DAY OF SEPTEMBER, 2011**

**EXHIBIT B – HUMAN RESOURCES ITEMS – COACHES
MOTION NO. 33 -2011/12
DOCUMENT 71-2011/12**

Last Name	First Name	Site	Sport	Year
Valdivia	Juan	La Vina	Girls Volleyball	2011/2012
Valdivia	Gloria	La Vina	Boys Volleyball	2011/2012
Gunter	Kathleen	La Vina	Boys Volleyball	2011/2012
Colunga	Sam	La Vina	Girls Volleyball	2011/2012
Rivera	Jesus	Millview	Boys Volleyball	2011/2012
Moradian	Amanda	Millview	Girls Volleyball	2011/2012
Marino	Anthony	Pershing	Boys Volleyball	2011/2012
Atherton	Monique	Pershing	Girls Volleyball	2011/2012

**MINUTE RECORD of Madera Unified School District Board of Education
REGULAR BOARD MEETING HELD ON THE 13TH DAY OF SEPTEMBER, 2011**

**EXHIBIT C – FIELD TRIPS/EMPLOYEE CONFERENCE REQUESTS
MOTION NO. 33 -2011/12
DOCUMENT 76-2011/12**

Date	School	Name	Field Trip # Students	Location	Funding Source/ Cost	Vehicle Type
10/17/11	Eastin Arcola	Najarian /Morales	Cal-Safe students to Fresno Chaffee Zoo 30 students—11 adults	Fresno, CA	EA / Cal-Safe \$326	School Bus
5/24/12 to 5/25/12	MHS / MSHS	Murrietta	Seniors to Grad Night Trip 540 Students—20 adults	Valencia, CA	\$3000 Transport ation \$0 Lodging	Perkins/FFA FFA



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

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:

- | | | |
|---|---|---------------------------------------|
| <input type="checkbox"/> Communications | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Old Business |
| <input type="checkbox"/> New Business | <input type="checkbox"/> Information/Reports: | |

For Meeting Date: September 27, 2011

Submitted by: **Deborah A. Wood, Associate Superintendent of Educational Services**
Rachel Church, principal, Millview Elementary

This Item will help to achieve the District Mission by:

- ☒ Increasing student achievement
- ☒ Providing a safe and orderly learning environment
- ☐ Promoting a financially sound and effective organization

Board Agenda Item:

Request Approval to apply for a Field Trip Grant offered by Target Stores for Millview Elementary.

Description of item:

Grant money will be used for a fourth grade field trip to Sacramento to visit the State Capitol building and museums as part of the curriculum of fourth grade social science.

Financial impact:

None.



Target Field Trip Grants

Think Outside the Classroom

[Overview](#)[My Application](#)[Rules + Eligibility](#)[FAQs](#)

Rules + Eligibility

Who Is Eligible For a Grant?

Education professionals who are at least 18 years old and employed by an accredited K-12 public, private or charter school in the United States that maintains a 501(c)(3) or 509(a)(1) tax-exempt status are eligible to apply. Educators, teachers, principals, paraprofessionals or classified staff of these institutions must be willing to plan and execute a field trip that will provide a demonstrable learning experience for students.

Who Is Not Eligible?

- ☐ Parents
- ☐ Volunteers
- ☐ Childcare centers
- ☐ After-school programs
- ☐ Pre-K groups
- ☐ Any other individuals who do not meet the eligibility criteria listed above

How Are Grant Recipients Selected?

The Target Field Trip Grants program is managed and administered entirely by Scholarship America. Scholarship America will evaluate applications and award grants based on the following criteria:

- ☐ Applicant's description of the field trip and its objectives
- ☐ Benefits to the students, including overall student learning experience, relevance to curriculum and number of students who may benefit from the

Apply Now

Register now to apply for a Field Trip Grant.

[Get Started Here](#)

Already Registered?

Sign in to complete or review your current Field Trip Grant application.

[Sign In](#)

grant

- ☐ Proposed use of funds
- ☐ Trip to be taken between January 1, 2012 and the end of the 2011-2012 academic year (May/June 2012)

If selected to receive a Target Field Trip Grant, the applicant must provide verification, by the school superintendent, principal or immediate supervisor of the proposed trip and other information listed in the application.

Application Deadline

Applications must be submitted electronically to Scholarship America between August 1, 2011 at 12:01 a.m. CT and October 3, 2011 at 11:59 p.m. CT. No hard copy paper applications will be accepted. SPONSOR (Target and Scholarship America) is not responsible for late, misdirected or incomplete applications or applications not received by Scholarship America. All applicant submissions become property of the SPONSOR and will not be returned. By submitting an application, applicants agree to provide other information and documentation as may be reasonably requested by judges or SPONSOR.

Applications will be judged by Scholarship America, whose decisions will be final in all respects. In the event of a tie, the applications will be re-judged based on the criteria.

Recipient Notification/Claiming Grants

All applicants will be notified by e-mail in December 2011. Potential recipients will also be notified by U.S. Mail at their home address and must follow instructions to verify their application information and sign a publicity release form.

Grant checks are made payable to recipient's school. In the event a recipient does not implement the field trip by the end of the 2011-2012 school year, the grant will be forfeited and funds returned to the SPONSOR. Any tax liability is the responsibility of the school.

Additional Terms

No purchase necessary. Void where prohibited. Applicants must be 18 years of age or older. By participating, entrants agree: a) to the Rules and decisions of Scholarship America and Target, which shall be final in all respects; b) where legal, to the use of their names and/or likeness for advertising, promotional and publicity purposes without written consent or compensation; and c) to release, discharge and hold harmless Target Community Fund, Target Corporation and Scholarship America, Inc. from damages or claims arising out of their participation in the Field Trip Grants program or use of the grant.

All rights, title and interest, including copyrights of information submitted as part of the application, belong to Target. Target reserves the right to edit, adjust, modify, abridge, condense, publish, and/or excerpt application information.

SPONSOR is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind or failure to receive entry information by SPONSOR.

Grant Restrictions

No substitutions or transfers permitted. Recipients may receive a grant only once in a given school year. Grants are to be used to cover field trip costs and fees. In

the event the costs and fees are less than the grant amount, the balance of the grant may be utilized for other education costs such as materials, books and resources related to the curriculum. Grants may not be used to supplant expenditures that are the normal responsibility of the school district (e.g. substitute teacher salaries). SPONSOR reserves the right to interpret these rules and to make decisions concerning the grant, its acceptance and use, in situations not covered by these rules.

[Back to Top ▲](#)

Here's How to **Get Involved**

This program is open to any educators, teachers, principals or classified staff who wish to plan a field trip for their students.

[▶ Apply Now](#)

[▶ Frequently Asked Questions](#)

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AGENDA ITEM MADERA UNIFIED SCHOOL DISTRICT

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:

- | | | |
|---|---|---------------------------------------|
| <input type="checkbox"/> Communications | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Old Business |
| <input type="checkbox"/> New Business | <input type="checkbox"/> Information/Reports: | |

For Meeting Date: September 27, 2011

**Submitted by: Kelly Porterfield, Associate Superintendent of Business Operations
Teri Bradshaw, Director of Fiscal Services**

This Item will help to achieve the District Mission by:

- ☒ Increasing student achievement
- ☒ Providing a safe and orderly learning environment
- ☒ Promoting a financially sound and effective organization

Board Agenda Item: Request Approval of the 2011-12 Parent and Booster Club's Request for Recognition

Description of item: : The Board of Trustees is requested to approve the following Parent and Booster Club's request for recognition pursuant to Board Policy and Administrative Regulation 1230 for the 2011-12 School Year:

Club Name	2011-12 Received
Alpha Parent Club	8/9/2011
Berenda Parent Club	8/14/2011
Chavez Champions Parent Teacher Association	8/31/2011
Lincoln Parent & Faculty Club	7/15/2011
Madera High School PTA	9/5/2011
Madera High Robotics Boosters	9/13/2011
Millview Parent Club	8/31/2011
Nishimoto Parent Club	8/17/2011
Sierra Vista Parent Club	8/22/2011
Stallion Athletic Boosters	8/18/2011
TJ Parent Club	9/13/2011

Financial impact: None

**AGENDA ITEM
MADERA UNIFIED SCHOOL DISTRICT**

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: X

Old Business:

New Business:

Information/Reports:

For Meeting Date: September 27, 2011

Submitted by: Kelly Porterfield, Associate Superintendent of Business
Lupe Rodriguez, Director of Maintenance and Operations
Barbara Gonzalez, Director of Purchasing

This Item will help to achieve the District Mission by:

- Increasing student achievement
- Providing a safe and orderly learning environment X
- Promoting a financially sound and effective organization X

Board Agenda Item:

Request Approval to contract with Allied Waste Services to provide Solid Waste and Recycling Services to the District for one year.

Description of item:

After a review of site services and containers, the District and Allied Waste Services have negotiated a price for services at the cost of \$153,062 annually for Solid and Recycling Services. This is an annual savings of \$137 over the lowest submitted proposal. Schedules of pickups and container prices are attached

Financial impact:

An estimated annual savings over prior year disposal fees of \$25,000.

MUSD Proposal Summary:

Allied Waste Comp Haul	\$	15,800	\$	158.00
Allied Waste Comp Disposal	\$	15,772	\$	39.13
Total Compactor Svc:	\$	31,572		

	Annual Charge	
Allied Waste Trash Service	\$	81,164
Allied Waste Recycling Service	\$	40,326
Allied Waste Comp Service	\$	31,572
Total Proposal:	\$	153,062

Madera Unified School District

A. Front Load Dumpsters-Trash Program Only:

TRASH SERVICE LEVEL						RECYCLING SERVICE LEVEL						TOTAL	
SITE NAME	QTY	SIZE	PUs	SERVICE DAYS	CONT YARDS	MONTHLY CHARGE	QTY	SIZE	PUs	SERVICE DAYS	CONT YARDS	MONTHLY CHARGE	MONTHLY CHARGE
Adams	1	6	5	M-F	130.00	\$ 661.70							\$ 661.70
Alpha	2	3	5	M-F	130.00	\$ 661.70							\$ 661.70
Brenda	2	3	5	M-F	130.00	\$ 661.70							\$ 661.70
Chavez	2	3	5	M-F	130.00	\$ 661.70							\$ 661.70
Dixland	1	4	5	M-F	86.67	\$ 441.13							\$ 441.13
Eastin Arcola	1	4	3	M-W-F	52.00	\$ 264.68							\$ 264.68
Furman	0	0	0	-	-	\$ -							\$ -
Howard	1	4	5	M-F	86.67	\$ 441.13							\$ 441.13
Jefferson	1	6	5	M-F	130.00	\$ 661.70							\$ 661.70
LeVina	1	4	5	M-F	86.67	\$ 441.13							\$ 441.13
Lincoln	1	6	5	M-F	130.00	\$ 661.70							\$ 661.70
Madera High School	0	0	0	-	-	\$ -							\$ -
Madison	1	6	5	M-F	130.00	\$ 661.70							\$ 661.70
Millview	1	6	5	M-F	130.00	\$ 661.70							\$ 661.70
Monroe	1	6	5	M-F	130.00	\$ 661.70							\$ 661.70
Madera South High School	1	4	1	W	17.33	\$ 88.23							\$ 88.23
Madera South High School	1	5	2	M-Tu	43.33	\$ 220.57							\$ 220.57
Parkwood	2	3	3	M-W-F	78.00	\$ 397.02							\$ 397.02
Reshing	2	3	3	M-F	130.00	\$ 661.70							\$ 661.70
Ripperdan (Closed campus)	1	2	1	F	8.67	\$ 44.11							\$ 44.11
Sierra Vista	1	6	5	M-F	130.00	\$ 661.70							\$ 661.70
Washington	1	6	5	M-F	130.00	\$ 661.70							\$ 661.70
Transportation	1	3	2	T-Th	26.00	\$ 132.34							\$ 132.34
Child Nutrition	2	6	3	M-F	260.00	\$ 1,323.40							\$ 1,323.40
District Office	1	6	3	M-W-F	78.00	\$ 397.02							\$ 397.02
Mt. Vista	1	2	1	T	8.67	\$ 44.11							\$ 44.11
Small Fry	1	1.5	1	W	6.50	\$ 33.09							\$ 33.09
	31				2,398.50	\$ 12,208.36	0					\$ -	\$ 12,208.36

Wet Dry Program (Trash and Recycling Service):

RECOMMENDED TRASH SERVICE LEVEL						Proposal Rate \$ 4.81 per yd
SITE NAME	QTY	SIZE	Pu's	SERVICE DAYS	CONT YARDS	MONTHLY CHARGE
Adams	1	6	3	M-W-F	78.00	\$ 375.18
Alpha	1	6	3	M-W-F	78.00	\$ 375.18
Brenda	1	6	3	M-W-F	78.00	\$ 375.18
Chavez	1	6	3	M-W-F	78.00	\$ 375.18
Dixeland	1	6	2	M-Tu	52.00	\$ 250.12
Eastin Arcola	1	4	2	M-Th	34.67	\$ 166.75
Furman	0	0	0	0		\$ -
Howard	1	6	2	M-Th	52.00	\$ 250.12
Jefferson	1	6	3	M-W-F	78.00	\$ 375.18
LeVina	1	6	2	M-Th	52.00	\$ 250.12
Lincoln	1	6	3	M-W-F	78.00	\$ 375.18
Madera High School	0	0	0	0		\$ -
Madison	1	6	3	M-W-F	78.00	\$ 375.18
Millview	1	6	3	M-W-F	78.00	\$ 375.18
Monroe	1	4	3	M-W-F	78.00	\$ 375.18
Madera South High School	1	4	1	TH	17.33	\$ 83.37
Madera South High School	1	5	2	M-Th	43.33	\$ 208.43
Parkwood	1	6	2	M-Th	52.00	\$ 250.12
Reshing	1	6	3	M-W-F	78.00	\$ 375.18
Ripperdan (Closed campus)	1	2	1	TH	8.67	\$ 41.69
Sierra Vista	1	6	3	M-W-F	78.00	\$ 375.18
Washington	1	6	3	M-W-F	78.00	\$ 375.18
Transportation	1	3	1	TH	13.00	\$ 62.53
Child Nutrition	2	6	2	M-Th	104.00	\$ 500.24
District Office	1	6	1	TH	26.00	\$ 125.06
Mt. Vista	1	2	1	TH	8.67	\$ 41.69
Small Fry	1	1.5	1	TH	6.50	\$ 31.27
	26				1,406.17	\$ 6,768.67

(5)	(992.33)	\$	(5,444.69)
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RECOMMENDED RECYCLING SERVICE LEVEL						Proposal Rate \$ 3.30 per yd
QTY	SIZE	Pu's	SERVICE DAYS	CONT YARDS	MONTHLY CHARGE	
1	6	2	T-F	52.00	\$ 171.60	
1	6	2	T-F	52.00	\$ 171.60	
1	6	2	T-F	52.00	\$ 171.60	
1	6	2	T-F	52.00	\$ 171.60	
1	4	2	T-F	34.67	\$ 114.40	
1	4	1	W	17.33	\$ 57.20	
1	3	1	W	13.00	\$ 42.90	
1	4	2	T-F	34.67	\$ 114.40	
1	6	2	T-F	52.00	\$ 171.60	
1	5	3	M-W-F	65.00	\$ 214.50	
0	0	0	0		\$ -	
1	6	2	T-F	52.00	\$ 171.60	
1	6	2	T-F	52.00	\$ 171.60	
1	4	2	T-F	34.67	\$ 114.40	
1	5	3	M-W-F	65.00	\$ 214.50	
0	0	0	0		\$ -	
1	6	2	T-F	52.00	\$ 171.60	
1	6	2	T-F	52.00	\$ 171.60	
1	6	2	T-F	52.00	\$ 171.60	
1	6	2	T-F	52.00	\$ 171.60	
1	6	2	T-F	52.00	\$ 171.60	
1	3	1	W	13.00	\$ 42.90	
2	6	2	M-W-F	104.00	\$ 514.80	
1	6	2	T-F	52.00	\$ 171.60	
0	0	0	0		\$ -	
0	0	0	0		\$ -	
22				1,018.33	\$ 3,360.50	

22	1,018.33	\$	3,360.50
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TOTAL		MONTHLY CHARGE	MONTHLY CHARGE	MONTHLY CHARGE	MONTHLY CHARGE
		\$ 546.78	\$ 546.78	\$ 546.78	\$ 546.78
		\$ (114.92)	\$ (114.92)	\$ (114.92)	\$ (114.92)
		\$ 546.78	\$ 546.78	\$ 546.78	\$ 546.78
		\$ (114.92)	\$ (114.92)	\$ (114.92)	\$ (114.92)
		\$ 546.78	\$ 546.78	\$ 546.78	\$ 546.78
		\$ (114.92)	\$ (114.92)	\$ (114.92)	\$ (114.92)
		\$ 364.52	\$ 364.52	\$ 364.52	\$ 364.52
		\$ (40.73)	\$ (40.73)	\$ (40.73)	\$ (40.73)
		\$ 223.95	\$ 223.95	\$ 223.95	\$ 223.95
		\$ 42.90	\$ 42.90	\$ 42.90	\$ 42.90
		\$ 42.90	\$ 42.90	\$ 42.90	\$ 42.90
		\$ 364.52	\$ 364.52	\$ 364.52	\$ 364.52
		\$ (114.92)	\$ (114.92)	\$ (114.92)	\$ (114.92)
		\$ 364.52	\$ 364.52	\$ 364.52	\$ 364.52
		\$ (72.02)	\$ (72.02)	\$ (72.02)	\$ (72.02)
		\$ 589.68	\$ 589.68	\$ 589.68	\$ 589.68
		\$ -	\$ -	\$ -	\$ -
		\$ 546.78	\$ 546.78	\$ 546.78	\$ 546.78
		\$ (114.92)	\$ (114.92)	\$ (114.92)	\$ (114.92)
		\$ 546.78	\$ 546.78	\$ 546.78	\$ 546.78
		\$ (114.92)	\$ (114.92)	\$ (114.92)	\$ (114.92)
		\$ 546.78	\$ 546.78	\$ 546.78	\$ 546.78
		\$ (114.92)	\$ (114.92)	\$ (114.92)	\$ (114.92)
		\$ 83.37	\$ 83.37	\$ 83.37	\$ 83.37
		\$ 208.43	\$ 208.43	\$ 208.43	\$ 208.43
		\$ (12.14)	\$ (12.14)	\$ (12.14)	\$ (12.14)
		\$ 338.92	\$ 338.92	\$ 338.92	\$ 338.92
		\$ (61.10)	\$ (61.10)	\$ (61.10)	\$ (61.10)
		\$ 546.78	\$ 546.78	\$ 546.78	\$ 546.78
		\$ (114.92)	\$ (114.92)	\$ (114.92)	\$ (114.92)
		\$ 41.69	\$ 41.69	\$ 41.69	\$ 41.69
		\$ 546.78	\$ 546.78	\$ 546.78	\$ 546.78
		\$ (114.92)	\$ (114.92)	\$ (114.92)	\$ (114.92)
		\$ 546.78	\$ 546.78	\$ 546.78	\$ 546.78
		\$ (114.92)	\$ (114.92)	\$ (114.92)	\$ (114.92)
		\$ 105.43	\$ 105.43	\$ 105.43	\$ 105.43
		\$ 1,015.04	\$ 1,015.04	\$ 1,015.04	\$ 1,015.04
		\$ 296.66	\$ 296.66	\$ 296.66	\$ 296.66
		\$ 41.69	\$ 41.69	\$ 41.69	\$ 41.69
		\$ 31.27	\$ 31.27	\$ 31.27	\$ 31.27
		\$ (1.82)	\$ (1.82)	\$ (1.82)	\$ (1.82)
		\$ 10,124.17	\$ 10,124.17	\$ 10,124.17	\$ 10,124.17
		\$ (2,084.19)	\$ (2,084.19)	\$ (2,084.19)	\$ (2,084.19)

Madera Unified School District

ROLLOFF CONTAINER AND DISTRICT OWNED COMPACTORS:

SITE NAME	QTY	SIZE	PU's	Haul Rate	Disposal Rate
Maintenance	1	25yd	On Call	\$ 158.00	\$ 39.13
Desmond/Nishimoto	1	Compactor	On Call	\$ 158.00	\$ 39.13
ML King	1	Compactor	On Call	\$ 158.00	\$ 39.13
Madera High School	1	Compactor	On Call	\$ 158.00	\$ 39.13
Madera South High School	1	Compactor	On Call	\$ 158.00	\$ 39.13

Madera Unified School District
Monthly Waste Hauling and Recycling Rate Chart

A. Front Load Dumpsters-Trash Program Only:

No.	Size	1X	2X	3X	4X	5X
1	1.5 Yard	\$ 33.09	\$ 66.17	\$ 99.26	\$ 132.34	\$ 165.43
2	1.5 Yard	\$ 66.17	\$ 132.34	\$ 198.51	\$ 264.68	\$ 330.85
3	1.5 Yard	\$ 99.26	\$ 198.51	\$ 297.77	\$ 397.02	\$ 496.28
4	1.5 Yard	\$ 132.34	\$ 264.68	\$ 397.02	\$ 529.36	\$ 661.70
1	2 Yard	\$ 44.11	\$ 88.23	\$ 132.34	\$ 176.45	\$ 220.57
2	2 Yard	\$ 88.23	\$ 176.45	\$ 264.68	\$ 352.91	\$ 441.13
3	2 Yard	\$ 132.34	\$ 264.68	\$ 397.02	\$ 529.36	\$ 661.70
4	2 Yard	\$ 176.45	\$ 352.91	\$ 529.36	\$ 705.81	\$ 882.27
1	3 Yard	\$ 66.17	\$ 132.34	\$ 198.51	\$ 264.68	\$ 330.85
2	3 Yard	\$ 132.34	\$ 264.68	\$ 397.02	\$ 529.36	\$ 661.70
3	3 Yard	\$ 198.51	\$ 397.02	\$ 595.53	\$ 794.04	\$ 992.55
4	3 Yard	\$ 264.68	\$ 529.36	\$ 794.04	\$ 1,058.72	\$ 1,323.40
1	4 Yard	\$ 88.23	\$ 176.45	\$ 264.68	\$ 352.91	\$ 441.13
2	4 Yard	\$ 176.45	\$ 352.91	\$ 529.36	\$ 705.81	\$ 882.27
3	4 Yard	\$ 264.68	\$ 529.36	\$ 794.04	\$ 1,058.72	\$ 1,323.40
4	4 Yard	\$ 352.91	\$ 705.81	\$ 1,058.72	\$ 1,411.63	\$ 1,764.53
1	5 Yard	\$ 110.28	\$ 220.57	\$ 330.85	\$ 441.13	\$ 551.42
2	5 Yard	\$ 220.57	\$ 441.13	\$ 661.70	\$ 882.27	\$ 1,102.83
3	5 Yard	\$ 330.85	\$ 661.70	\$ 992.55	\$ 1,323.40	\$ 1,654.25
4	5 Yard	\$ 441.13	\$ 882.27	\$ 1,323.40	\$ 1,764.53	\$ 2,205.67
1	6 Yard	\$ 132.34	\$ 264.68	\$ 397.02	\$ 529.36	\$ 661.70
2	6 Yard	\$ 264.68	\$ 529.36	\$ 794.04	\$ 1,058.72	\$ 1,323.40
3	6 Yard	\$ 397.02	\$ 794.04	\$ 1,191.06	\$ 1,588.08	\$ 1,985.10
4	6 Yard	\$ 529.36	\$ 1,058.72	\$ 1,588.08	\$ 2,117.44	\$ 2,646.80

B. Wet Dry Program - Trash Service:

No.	Size	1X	2X	3X	4X	5X
1	1.5 Yard	\$ 31.27	\$ 62.53	\$ 93.80	\$ 125.06	\$ 156.33
2	1.5 Yard	\$ 62.53	\$ 125.06	\$ 187.59	\$ 250.12	\$ 312.65
3	1.5 Yard	\$ 93.80	\$ 187.59	\$ 281.39	\$ 375.18	\$ 468.98
4	1.5 Yard	\$ 125.06	\$ 250.12	\$ 375.18	\$ 500.24	\$ 625.30
1	2 Yard	\$ 41.69	\$ 83.37	\$ 125.06	\$ 166.75	\$ 208.43
2	2 Yard	\$ 83.37	\$ 166.75	\$ 250.12	\$ 333.49	\$ 416.87
3	2 Yard	\$ 125.06	\$ 250.12	\$ 375.18	\$ 500.24	\$ 625.30
4	2 Yard	\$ 166.75	\$ 333.49	\$ 500.24	\$ 666.99	\$ 833.73
1	3 Yard	\$ 62.53	\$ 125.06	\$ 187.59	\$ 250.12	\$ 312.65
2	3 Yard	\$ 125.06	\$ 250.12	\$ 375.18	\$ 500.24	\$ 625.30
3	3 Yard	\$ 187.59	\$ 375.18	\$ 562.77	\$ 750.36	\$ 937.95
4	3 Yard	\$ 250.12	\$ 500.24	\$ 750.36	\$ 1,000.48	\$ 1,250.60
1	4 Yard	\$ 83.37	\$ 166.75	\$ 250.12	\$ 333.49	\$ 416.87
2	4 Yard	\$ 166.75	\$ 333.49	\$ 500.24	\$ 666.99	\$ 833.73
3	4 Yard	\$ 250.12	\$ 500.24	\$ 750.36	\$ 1,000.48	\$ 1,250.60
4	4 Yard	\$ 333.49	\$ 666.99	\$ 1,000.48	\$ 1,333.97	\$ 1,667.47
1	5 Yard	\$ 104.22	\$ 208.43	\$ 312.65	\$ 416.87	\$ 521.08
2	5 Yard	\$ 208.43	\$ 416.87	\$ 625.30	\$ 833.73	\$ 1,042.17
3	5 Yard	\$ 312.65	\$ 625.30	\$ 937.95	\$ 1,250.60	\$ 1,563.25
4	5 Yard	\$ 416.87	\$ 833.73	\$ 1,250.60	\$ 1,667.47	\$ 2,084.33
1	6 Yard	\$ 125.06	\$ 250.12	\$ 375.18	\$ 500.24	\$ 625.30
2	6 Yard	\$ 250.12	\$ 500.24	\$ 750.36	\$ 1,000.48	\$ 1,250.60
3	6 Yard	\$ 375.18	\$ 750.36	\$ 1,125.54	\$ 1,500.72	\$ 1,875.90
4	6 Yard	\$ 500.24	\$ 1,000.48	\$ 1,500.72	\$ 2,000.96	\$ 2,501.20

B. Wet Dry Program - Recycling Service:

No.	Size	1X	2X	3X	4X	5X
1	1.5 Yard	\$ 21.45	\$ 42.90	\$ 64.35	\$ 85.80	\$ 107.25
2	1.5 Yard	\$ 42.90	\$ 85.80	\$ 128.70	\$ 171.60	\$ 214.50
3	1.5 Yard	\$ 64.35	\$ 128.70	\$ 193.05	\$ 257.40	\$ 321.75
4	1.5 Yard	\$ 85.80	\$ 171.60	\$ 257.40	\$ 343.20	\$ 429.00
1	2 Yard	\$ 28.60	\$ 57.20	\$ 85.80	\$ 114.40	\$ 143.00
2	2 Yard	\$ 57.20	\$ 114.40	\$ 171.60	\$ 228.80	\$ 286.00
3	2 Yard	\$ 85.80	\$ 171.60	\$ 257.40	\$ 343.20	\$ 429.00
4	2 Yard	\$ 114.40	\$ 228.80	\$ 343.20	\$ 457.60	\$ 572.00
1	3 Yard	\$ 42.90	\$ 85.80	\$ 128.70	\$ 171.60	\$ 214.50
2	3 Yard	\$ 85.80	\$ 171.60	\$ 257.40	\$ 343.20	\$ 429.00
3	3 Yard	\$ 128.70	\$ 257.40	\$ 386.10	\$ 514.80	\$ 643.50
4	3 Yard	\$ 171.60	\$ 343.20	\$ 514.80	\$ 686.40	\$ 858.00
1	4 Yard	\$ 57.20	\$ 114.40	\$ 171.60	\$ 228.80	\$ 286.00
2	4 Yard	\$ 114.40	\$ 228.80	\$ 343.20	\$ 457.60	\$ 572.00
3	4 Yard	\$ 171.60	\$ 343.20	\$ 514.80	\$ 686.40	\$ 858.00
4	4 Yard	\$ 228.80	\$ 457.60	\$ 686.40	\$ 915.20	\$ 1,144.00
1	5 Yard	\$ 71.50	\$ 143.00	\$ 214.50	\$ 286.00	\$ 357.50
2	5 Yard	\$ 143.00	\$ 286.00	\$ 429.00	\$ 572.00	\$ 715.00
3	5 Yard	\$ 214.50	\$ 429.00	\$ 643.50	\$ 858.00	\$ 1,072.50
4	5 Yard	\$ 286.00	\$ 572.00	\$ 858.00	\$ 1,144.00	\$ 1,430.00
1	6 Yard	\$ 85.80	\$ 171.60	\$ 257.40	\$ 343.20	\$ 429.00
2	6 Yard	\$ 171.60	\$ 343.20	\$ 514.80	\$ 686.40	\$ 858.00
3	6 Yard	\$ 257.40	\$ 514.80	\$ 772.20	\$ 1,029.60	\$ 1,287.00
4	6 Yard	\$ 343.20	\$ 686.40	\$ 1,029.60	\$ 1,372.80	\$ 1,716.00

Madera Unified School District
SOLID WASTE AND RECYCLING SERVICES
DISTRICT-WIDE AGREEMENT

This Agreement is entered into by and between the **Madera Unified School District**, hereinafter referred to as “District”, and **Allied Waste Services**, hereinafter referred to as “Contractor”. In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

SERVICES

District grants to Contractor the exclusive right to collect and dispose of District’s nonhazardous solid waste materials (including recycling) and Contractor agrees to furnish such services. Contractor shall perform and render all services as prescribed and required by the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Specifications, and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

TERM

The term of this Agreement shall commence upon execution of this agreement by all parties and shall continue for twelve months thereafter. The Agreement shall automatically renew for the successive twelve months unless either party gives a written 60 day notice of termination to the other party. Notice shall be sent by certified mail, return receipt requested.

COMPENSATION

District shall pay Contractor for the services and equipment furnished by Contractor at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Contractor. District shall pay Contractor within 20 days after the date of Contractor’s invoice.

RATE ADJUSTMENTS

Contractor may annually increase or decrease the rates provided in the Agreement to adjust for increase or decrease in disposal costs; transportation costs; Consumer Price Index; or Contractor’s costs due to changes in Applicable Laws. Contractor may increase rates for reasons other than those set forth above with District’s consent.

CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Specifications, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Contractor, by

execution of the Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

Allied Waste Services

Madera Unified School District

Signature_____

Signature_____

Title_____

Title_____

Date_____

Date_____



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

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:

- | | | |
|---|---|---------------------------------------|
| <input type="checkbox"/> Communications | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Old Business |
| <input type="checkbox"/> New Business | <input type="checkbox"/> Information/Reports: | |

For Meeting Date: September 27, 2011

Submitted by: **Deborah A. Wood, Associate Superintendent of Educational Services**
Marcus Sosa, Director of Student Services

This Item will help to achieve the District Mission by:

- ☒ Increasing student achievement
- ☐ Providing a safe and orderly learning environment
- ☐ Promoting a financially sound and effective organization

Board Agenda Item:

Request Approval of Memorandum of Understanding (MOU) for the Managing Asthma Triggers at Home (MATH) Program between Madera Unified School District and Madera County Public Health Department for the fiscal year 2011-2012.

Description of item:

The purpose of this MOU is to ensure cooperation and collaboration between the Madera County Public Health Department and the Madera Unified School District so that an optimal number of asthmatic youth can be served under the MATH program.

Financial impact:

None

**Memorandum of Understanding
For The
MATH (Managing Asthma Triggers at Home) Program
Between
Madera County Public Health Department
AND
Madera Unified School District**

The Madera County Public Health Department has been awarded grant funds from Kaiser Foundation Hospitals to implement the MATH (Managing Asthma Triggers at Home) program to provide case management services for asthmatic youth in the City of Madera. Under the MATH program, Madera Unified School District nurses would refer uncontrolled or high risk asthmatic students to Madera County Public Health Department staff for home assessments and case management services. To facilitate cooperation and collaboration between the Madera County Public Health Department and the Madera Unified School District, this Memorandum of Understanding defines the activities required of each agency.

The objectives of the MATH program are:

- Objective 1: Create a foundation for managing asthma in young clients in order to better control their asthma throughout life.
- Objective 2: Educate people on the importance of the Asthma Action Plan (developed for each student client by Madera County Public Health Department staff and based on an asthma triggers assessment conducted in the home).
- Objective 3: Develop lines of communication with Madera County Child Health and Disability Prevention (CHDP) providers around asthmatic youth.

This Memorandum of Understanding (MOU) is made between the Madera County Public Health Department and the Madera Unified School District.

Purpose

The purpose of this MOU is to ensure cooperation and collaboration between the Madera County Public Health Department and the Madera Unified School District so that an optimal number of asthmatic youth can be served under the MATH program. It is anticipated that approximately 100 student clients can be served within program funding during fiscal year 2011-12.

Activity Coordination

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

Madera Unified School District:

- Madera Unified School District nurses will refer uncontrolled or high risk asthmatic students to the Madera County Public Health Department's MATH program for a home assessment.

- Referrals will be made by faxing the referral form provided by MATH program staff back to the Madera County Public Health Department with all appropriate information, such as: student name, age, phone number, address, parent or guardian name and reason for referral.

Madera County Public Health Department:

- Madera County Public Health Department's MATH program staff will call student client's family stating that a Madera Unified School District nurse referred their child to the MATH program for a home assessment to help mitigate asthma triggers in the home.
- A home assessment will be scheduled for the student client only if the family concurs with the request.
- MATH program staff will conduct 2 assessments:
 - The first home visit will assess the home environment for asthma triggers and provide mitigation strategies to eliminate those asthma triggers
 - The second home visit will assess the home for the implementation of the asthma trigger elimination strategies previously provided.
- MATH program staff will make available to the Madera Unified School District referring nurse case management information, as requested, and providing the parent/guardian approves sharing the information. Only the referring nurse may receive information relative to a student client's case.

Term of the Agreement

This Memorandum of Understanding made between the Madera County Public Health Department and the Madera Unified School District is for a period of one year, effective from the date of approval by Madera Unified School District, and may be extended by the written approval of both agencies.

 Van Do-Reynoso
 Madera County Public Health Department Director

 Date

 Debbie Wood
 Associate Superintendent/Educational Services
 Madera Unified School District

 Date



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

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:

- | | | |
|---|---|---------------------------------------|
| <input type="checkbox"/> Communications | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Old Business |
| <input type="checkbox"/> New Business | <input type="checkbox"/> Information/Reports: | |

For Meeting Date: September 27, 2011

Submitted by: **Deborah A. Wood, Associate Superintendent of Educational Services**
Marcus Sosa, Director of Student Services

This Item will help to achieve the District Mission by:

- ☒ Increasing student achievement
- ☒ Providing a safe and orderly learning environment
- ☐ Promoting a financially sound and effective organization

Board Agenda Item:

Request Approval of Letter of Understanding (LOU) between Madera Unified School District and the American Lung Association in California (ALAC) to implement the Asthma Management in Schools (AMIS) program. Program will start on September 28, 2011 and conclude at the end of the 2011-2012 school year.

Description of item:

The purpose of this LOU is to ensure collaboration between the ALAC and MUSD to serve at least 30 children diagnosed with moderate to severe asthma to maintain and improve positive behavior changes associated with asthma management. The program will be offered at Chavez Elementary and Parkwood Elementary at this time.

Financial impact:

None

**Letter of Understanding For
Asthma Management in Schools (AMIS) Program
Between
American Lung Association in California (ALAC)
AND
Madera Unified School District (MUSD)**

The American Lung Association in California has been awarded grant funds from Kaiser Foundation Hospitals to implement the Asthma Management in Schools (AMIS) program to provide asthma management curriculum to moderate to severe asthmatic youth in Madera Unified School District (MUSD). Under the AMIS program, Madera Unified School District nurses will select asthmatic students to participate in the Open Airways for Schools Program or Kickin Asthma program. To facilitate collaboration between the ALAC and MUSD, this Letter of Understanding defines the activities required of each agency.

Purpose

The purpose of this LOU is to ensure collaboration between the ALAC and the MUSD to serve least 30 children diagnosed with moderate to severe asthma to maintain and improve positive behavior changes associated with asthma management.

Goal

By June 30, 2012 ALAC will expand the Open Airways in Schools (OAS) and/or Kickin Asthma (KA) in a total of three school sites in Madera Unified School District for at least 30 children in elementary/middle schools in the 93637 and 93638 zip codes in the fiscal year 2012.

Madera Unified School District will:

- Identify schools nurses at the 3 project school sites to work with ALAC staff and interns who will provide OAS/KA program on site.
- Identify and select 10-20 moderate to severe asthmatic students at each school site who will benefit from OAS or KA programs.
- Provide a venue to teach OAS/KA curriculum on the school campus.
- Release children at least 10 minutes early to allow time to pick up a lunch and attend the OAS/KA 5 session classes over lunch break.
- Help refer OAS/KA participating students requiring case management or additional services in the community.
- Allow for a 3 month follow-up with OAS/KA participants to gauge long-term behavior change and other interventions provided by case management.


American Lung Association in California will:

- Procure agreements with California State University, Fresno (CSUF) 5th semester nursing students, Health Science Baccalaureate, and Master Public Health degree students to formally be trained in asthma management basics and as volunteer instructors of the OAS/KA curriculum.
- Provide and host an OAS and KA training for volunteers.
- Provide OAS and KA program materials for each school site.

- Collaborate with MUSD District nurse and school nurses to identify and invite selected participants.
- Implement OAS or KA program at 3 schools sites within MUSD.
- Refer participants to case management services via school nurse to connect to community resource linkages as needed.
- Conduct 3 month follow-up with OAS/KA participants in coordination with school nurse at each of the 3 schools.
- Provide copy of analysis of 3 month follow-up surveys matched to participant pre/post test results.

Term of the Agreement

This Letter of Understanding made between the American Lung Association in California and the Madera Unified School District is for a period of one year, effective from the date of approval by Madera Unified School District, and may be extended by the written approval of both agencies.



 Kimberly Welch Reusche
 Vice President, Programs and Advocacy
 American Lung Association in California

SEPT. 1, 2011

 Date

 Debie Wood
 Associate Superintendent/Educational Services
 Madera Unified School District

 Date



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

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:

- | | | |
|---|---|---------------------------------------|
| <input type="checkbox"/> Communications | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Old Business |
| <input type="checkbox"/> New Business | <input type="checkbox"/> Information/Reports: | |

For Meeting Date: September 27, 2011

Submitted by: **Deborah A. Wood, Associate Superintendent of Educational Services**
 Marisa DiMauro, Director of Categorical Programs

This Item will help to achieve the District Mission by:

- ☒ Increasing student achievement
- ☒ Providing a safe and orderly learning environment
- ☐ Promoting a financially sound and effective organization

Board Agenda Item:

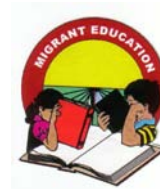
Request Approval of Memorandum of Understanding between Madera Unified School District (MUSD) and Migrant Education Program (MEP), Region 3 with effective date of September 28, 2011. Purpose of this agreement is to improve the administration of programs serving children by facilitating the sharing of data about children being served by the Migrant Program.

Description of item:

MUSD will provide a computer, training, and access to MEP personnel in the use of the Aeries Student Information System for the purpose of facilitate the efficient administration of the Migrant program.

Financial impact:

None.



Memorandum of Understanding
Between
The Madera Unified School District
And
The Migrant Education Program, Region 3

1. Introduction

This Memorandum of Understanding (MOU) is between the Madera Unified School District (hereinafter referred to as "MUSD") and the Migrant Education Program, Region 3 (hereinafter referred to as "MEP"). It is expressly understood and agreed by both parties that Migrant Education Programs represent a partnership between parents, students, and schools and whose goal is to improve outcomes for children in schools, their families and surrounding neighborhoods.

This MOU establishes a formal working relationship between the parties to this agreement and it sets forth the operative conditions which will guide this important partnership.

2. Purpose

The purpose of this agreement is to improve the administration of programs serving children by facilitating the sharing of data about children being served by the Migrant Program.

3. Agency Responsibilities

The MUSD will provide a computer, training and access to MEP personnel in the use of the Aeries Student Information System. Access will be granted that allows MEP personnel to view student demographic information, assessment results, transcripts, courses enrolled in and any other approved MUSD information that will facilitate the efficient administration of the Migrant program.

Additionally, MUSD will provide the rights to the SSD Table and the Migrant Education Special Programs (PGM Table) table enabling MEP personnel to edit/update the status of identified Migrant students as well as any other table that may be deemed as reasonable MEP access.

The MEP will ensure that only qualified personnel will have access to Aeries, that they have an acceptable use policy on file at the Merced County Office of Education, that they shall be proficient and experienced in managing secure, confidential data and that in no event shall any personally identifiable information be released to any person or organization other than the qualified personnel of the MEP or MUSD.

4. Terms

The terms of this MOU shall commence September 28, 2011 and shall continue as long as there is a Board approved service agreement in effect unless either party gives written notice of termination.

5. Termination Clause

This MOU may be terminated by either party in thirty (30) days upon written notice of intent to terminate the agreement with or without cause.

Deborah A. Wood
Associate Superintendent of Educational Services

Kathy Pon
Assistant Superintendent, Instructional Services
and Public Affairs

Date

Date



AGENDA ITEM
MADERA UNIFIED SCHOOL DISTRICT

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:

- | | | |
|---|---|---------------------------------------|
| <input type="checkbox"/> Communications | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Old Business |
| <input type="checkbox"/> New Business | <input type="checkbox"/> Information/Reports: | |

For Meeting Date: September 27, 2011

Submitted by: Deborah A. Wood, Associate Superintendent of Educational Services
Marcus Sosa, Director of Student Services

This Item will help to achieve the District Mission by:

- ☒ Increasing student achievement
- ☒ Providing a safe and orderly learning environment
- ☒ Promoting a financially sound and effective organization

Board Agenda Item:

Issuance of Expulsion/ Readmission Orders

Description of item:

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

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

The Governing Board is also requested to issue orders consistent with the above referenced findings, conclusions and recommendations related to the possible expulsion or readmission of pupils in the cases of the following students, herein identified by their district-assigned identification numbers: 17646, 5120, 401681, 202599, 997112, 17153, 6759, 997475, 301104, 15521, 200195, 202799, 200074, 17183, 503595, 603143, 11976, 502769, 986945, 7166, 17855, 202873, 11475, 403724, 503795, 402729, 17139, 200385, 202502, 402371, 7824, 5374, 200609, 17141, 16576, 401452, 7142, 7703, 200136, 202700, 15080, 402436, 202744, 303469, 5206 and 4853.

Financial impact: None



AGENDA ITEM MADERA UNIFIED SCHOOL DISTRICT

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:

- | | | |
|---|---|---------------------------------------|
| <input type="checkbox"/> Communications | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Old Business |
| <input type="checkbox"/> New Business | <input type="checkbox"/> Information/Reports: | |

For Meeting Date: September 27, 2011

Submitted by: Kelly Porterfield, Associate Superintendent of Business
Teri Bradshaw, Director of Fiscal Services

This Item will help to achieve the District Mission by:

- ☒ Increasing student achievement
- ☒ Providing a safe and orderly learning environment
- ☒ Promoting a financially sound and effective organization

Board Agenda Item:

Request approval of the June 30, 2011 Student Body Statement of Club Trust Accounts.

Description of item:

Year-to-date income and expenditures for the Student Body Statement of Club Trust Accounts for Madera High School and Madera South High School for June 1, 2011 through June 30, 2011.

Financial impact:

No financial impact to the District's General Fund.

ACCOUNT ANALYSIS REPORT - SUMMARY WITH ENCUMBRANCES

Date Range: 6/1/2011 through 6/30/2011

Account Range: 40-2100-00-00 through 40-5357-10-00

ACCOUNT # AND DESCRIPTION	BEGINNING BALANCE	INCOME	EXPENSE	TRANSFERS	ACTUAL BALANCE	ENCUMBERED AMOUNT	ENCUMBERED BALANCE
Other Accounts							
40-2204-40-00 MHS SCHOOL IDENTIFICATION	757.31				757.31		757.31
40-2205-50-00 BLACK STUDENT UNION	542.12				542.12		542.12
40-2206-50-00 BLUE CREW	481.78		94.09		387.69		387.69
40-2208-30-00 TABLE TENNIS	222.09				222.09		222.09
40-2209-40-00 LINK CREW	26.65				26.65		26.65
40-2211-20-00 CLASS OF 2011	5,273.54	190.00	4,155.17	(517.73)	790.64		790.64
40-2212-20-00 CLASS OF 2012	11,441.34		2,984.59		8,456.75		8,456.75
40-2213-20-00 CLASS OF 2013	366.49	760.75		(460.00)	667.24		667.24
40-2214-20-00 CLASS OF 2014	603.50				603.50		603.50
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	1,500.00				1,500.00		1,500.00
40-2301-50-00 ASIAN AMERICAN CLUB	449.49		81.62		367.87		367.87
40-2302-50-00 ACADEMIC EXPLORATION	810.61				810.61		810.61
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	384.37				384.37		384.37
40-2306-30-10 COYOTE TENNIS-BOYS	914.89				914.89		914.89
40-2306-30-20 COYOTE TENNIS-GIRLS	49.98				49.98		49.98
40-2308-30-20 BLOCK M GIRLS	3,052.03				3,052.03		3,052.03
40-2309-50-00 BLUE & WHITE	6,079.37	2,165.00	6,060.00	85.00	2,269.37		2,269.37
40-2310-60-00 COLORGUARD	330.50	35.00			365.50		365.50
40-2311-50-00 MADERAN	4,316.60	200.00			4,516.60		4,516.60
40-2312-60-00 PIANO/GUITAR	312.83				312.83		312.83
40-2313-40-00 STUDENT GOVERNMENT GENERAL	24,646.45	492.71	4,542.78	359.27	20,955.65		20,955.65
40-2315-70-00 PEP & CHEER UNIFORMS	165.82	10,545.68	4,007.00		6,704.50		6,704.50
40-2317-50-00 INDOPAK	1,329.40				1,329.40		1,329.40
40-2318-50-00 C.S.F.	1,772.30	15.00	200.00		1,587.30		1,587.30
40-2319-60-00 CHOIR	1,854.01		314.42		1,539.59		1,539.59
40-2319-60-40 CHOIR-MUSICALS	723.00				723.00		723.00
40-2320-30-00 COYOTE BASEBALL	212.46		313.19	100.73	0.00		0.00
40-2320-50-00 GLEE CLUB	499.58	40.00			539.58		539.58
40-2321-30-10 BASKETBALL-BOYS	125.27				125.27		125.27
40-2321-30-20 BASKETBALL-GIRLS	351.39	206.00			557.39		557.39
40-2323-30-00 CROSS COUNTRY-BOYS & GIRLS	6,726.15		2,340.94		4,385.21		4,385.21

Print Date: 09/21/2011

Print Time: 2:57:58PM

ACCOUNT ANALYSIS REPORT - SUMMARY WITH ENCUMBRANCES

Date Range: 6/1/2011 through 6/30/2011

Account Range: 40-2100-00-00 through 40-5357-10-00

ACCOUNT # AND DESCRIPTION	BEGINNING BALANCE	INCOME	EXPENSE	TRANSFERS	ACTUAL BALANCE	ENCUMBERED AMOUNT	ENCUMBERED BALANCE
40-2324-30-00 COYOTE FOOTBALL	518.42				518.42		518.42
40-2325-30-20 SOCCER-GIRLS	243.47	40.00			283.47		283.47
40-2327-30-00 COYOTE SOFTBALL	35.18				35.18		35.18
40-2330-50-00 MADERA HIGH BOWLING CLUB	567.48				567.48		567.48
40-2331-30-00 COYOTE TRACK	4,413.27	1,219.00	2,340.94		3,291.33		3,291.33
40-2332-30-10 VOLLEYBALL-BOYS	730.85				730.85		730.85
40-2332-30-20 VOLLEY-GIRLS	1,038.98				1,038.98		1,038.98
40-2334-30-00 GOLF	38.05				38.05		38.05
40-2337-50-00 FUTURE TEACHERS	1,686.21	22.00			1,708.21		1,708.21
40-2338-50-00 COYOTE DRAMA PRODUCTIONS	2,752.48		165.41		2,587.07		2,587.07
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.	346.98	348.23			695.21		695.21
40-2342-50-00 INCLUSION	355.00				355.00		355.00
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)	272.97	20.00			292.97		292.97
40-2345-80-00 STUDENT STORE	5,147.58	245.56	1,193.65		4,199.49		4,199.49
40-2348-50-00 MEXICAN AMERICAN CLUB	709.46				709.46		709.46
40-2349-50-00 M.A.Y.A. CLUB	2,862.98	120.00	77.35		2,905.63		2,905.63
40-2351-50-00 TEEN PARENT CLUB	551.18				551.18		551.18
40-2352-50-00 SCIENCE CLUB	1,999.02				1,999.02		1,999.02
40-2353-50-00 SKI CLUB	145.24				145.24		145.24
40-2354-50-00 IMPACT CLUB	109.45				109.45		109.45
40-2355-50-00 MHS VIDEO CLUB	414.22				414.22		414.22
40-2356-50-00 FRENCH CLUB	1,346.30				1,346.30		1,346.30
40-2357-50-00 LE CERCLE FRANCAIS	44.10				44.10		44.10
40-2358-50-00 SOBER GRADUATION	1,315.46	462.80	2,210.99	432.73	0.00		0.00
40-2359-50-00 V.I.C.A.	1,428.74	60.00			1,488.74		1,488.74
40-2360-50-00 V.I.C.A.-WOOD	4,192.50	280.00	368.35		4,104.15		4,104.15
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	157.35				157.35		157.35
40-2363-50-00 V.I.C.A. AUTO SHOP	1,305.44				1,305.44		1,305.44
40-2364-50-00 V.I.C.A.-ELECTRONICS	158.11				158.11		158.11
40-2365-50-00 CHESS CLUB	205.84				205.84		205.84
40-2366-50-00 SPECIAL ED/ R.S.P.	1,404.15		360.60		1,043.55		1,043.55
40-2367-50-00 SCIENCE OLYMPIAD CLUB	46.85				46.85		46.85

ACCOUNT ANALYSIS REPORT - SUMMARY WITH ENCUMBRANCES

Date Range: 6/1/2011 through 6/30/2011

Account Range: 40-2100-00-00 through 40-5357-10-00

ACCOUNT # AND DESCRIPTION	BEGINNING BALANCE	INCOME	EXPENSE	TRANSFERS	ACTUAL BALANCE	ENCUMBERED AMOUNT	ENCUMBERED BALANCE
40-2368-50-00 SPORTS MEDICINE CLUB	327.65				327.65		327.65
40-2369-50-00 HINTON'S HISTORIANS	46.80				46.80		46.80
40-2370-50-00 ART CLUB	1,008.76				1,008.76		1,008.76
40-2371-50-00 FASHION DESIGN CLUB	5,059.14				5,059.14		5,059.14
40-2376-50-00 MHS ROBOTICS	3,515.13		706.38		2,808.75		2,808.75
40-2377-50-00 COYOTE PLATOON	555.90				555.90		555.90
40-2378-50-00 HIP HOP CLUB	33.00				33.00		33.00
40-2385-50-00 OPPORTUNITY CLUB	33.00				33.00		33.00
40-2388-50-00 BIKE CLUB	49.88				49.88		49.88
40-2390-50-00 H.O.S.A.	1,643.43		292.76		1,350.67		1,350.67
40-2391-40-00 ACTIVITIES PASS DEPOSITS	2,310.12	47.00	81.01		2,276.11		2,276.11
40-2392-40-00 E T EXTRAVAGANZA	1,211.27		403.14		808.13		808.13
40-5101-10-00 STUDENT GOVT SCHOLARSHIP	4,257.26				4,257.26		4,257.26
40-5102-10-00 ALBONICO SCHOLARSHIP	9,282.84	1.81			9,284.65		9,284.65
40-5103-10-00 E.L.L. SCHOLARSHIP	930.34				930.34		930.34
40-5104-10-00 FCCLA SCHOLARSHIP	295.88				295.88		295.88
40-5105-10-00 RAY POOL SCHOLARSHIP	444.03	0.11			444.14		444.14
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	254.88	0.07			254.95		254.95
40-5111-10-00 MICHAEL A WONG CLASS/1985 SCHL	1,000.00				1,000.00		1,000.00
40-5113-10-00 JON HINTON MEMORIAL SCHOLARSHIP	50.00	500.00			550.00		550.00
40-5114-10-00 KELLY ROBERTS MEMORIAL	120.00				120.00		120.00
40-5300-10-00 DAVE SCHOETTLE MEMORIAL SCHLR	1,740.00				1,740.00		1,740.00
40-5314-10-00 RODGER SCOTT MEMORIAL SCHLRSH	600.00				600.00		600.00
Total Other Accounts	155,596.15	18,016.72	33,294.38	0.00	140,318.49	0.00	140,318.49

ACCOUNT ANALYSIS REPORT - SUMMARY WITH ENCUMBRANCES

Date Range: 6/1/2011 through 6/30/2011

Account Range: 49-2207-30-00 through 49-5230-10-00

ACCOUNT # AND DESCRIPTION	BEGINNING BALANCE	INCOME	EXPENSE	TRANSFERS	ACTUAL BALANCE	ENCUMBERED AMOUNT	ENCUMBERED BALANCE
Other Accounts							
49-2208-30-00 TABLE TENNIS	1,151.18		123.43		1,027.75		1,027.75
49-2211-20-00 CLASS OF 2011	2,409.56	797.00	994.71	(20.00)	2,191.85		2,191.85
49-2212-20-00 CLASS OF 2012	8,506.64	97.00			8,603.64		8,603.64
49-2213-20-00 CLASS OF 2013	5,404.24				5,404.24		5,404.24
49-2214-20-00 CLASS OF 2014	496.61	2,583.54			3,080.15		3,080.15
49-2242-50-00 F.F.A. ACTIVITIES	3,739.69	258.00	994.49	(250.00)	2,753.20		2,753.20
49-2244-50-00 F.F.A. FARM EQUIPMENT	4,716.66				4,716.66		4,716.66
49-2245-50-00 F.F.A. PLANTS	2,361.23	697.00	41.15		3,017.08		3,017.08
49-2247-50-00 F.F.A. MATERIALS	1,519.75				1,519.75		1,519.75
49-2248-50-00 F.F.A. ORNAMENTAL HORTICULTURE	17,139.15	901.00	4,008.49		14,031.66		14,031.66
49-2249-50-00 F.F.A. COMPETITIONS	257.20				257.20		257.20
49-2250-50-00 FFA B.I.G.	438.07			250.00	688.07		688.07
49-2251-50-00 FFA WEST FRESNO/MADERA SECTION	6,563.38		50.00		6,513.38		6,513.38
49-2306-50-00 BLACK STUDENT UNION	1,426.25	30.00			1,456.25		1,456.25
49-2308-30-10 BLOCK S BOYS	291.61				291.61		291.61
49-2308-30-20 BLOCK S GIRLS	306.29				306.29		306.29
49-2309-50-00 THE SPUR (YEARBOOK)	2,662.54	1,498.00	4,215.00	54.50	0.04		0.04
49-2311-50-00 THE STAMPEDE (NEWSPAPER)	54.50			(54.50)	0.00		0.00
49-2313-40-00 STUDENT GOVERNMENT GENERAL	4,812.52	6,837.44	819.32	20.00	10,850.64		10,850.64
49-2314-40-00 STDNT GOVRNMT PARKING PERMITS	1,607.60	16.00	132.00		1,491.60		1,491.60
49-2316-70-00 PEP & CHEER GENL FUND RAISER	618.90		138.56		480.34		480.34
49-2318-50-00 C.S.F.	3,547.06	467.80	82.45		3,932.41		3,932.41
49-2319-60-00 CHOIR	2,148.12	606.00		(360.00)	2,394.12		2,394.12
49-2320-30-00 STALLION BASEBALL	8.59				8.59		8.59
49-2320-50-00 FCA CLUB	113.25	178.85			292.10		292.10
49-2321-30-10 BASKETBALL-BOYS	164.85	40.00			204.85		204.85
49-2321-30-20 BASKETBALL-GIRLS	906.86				906.86		906.86
49-2323-30-10 CROSS COUNTRY- BOYS	17.55				17.55		17.55
49-2325-30-20 SOCCER-GIRLS	265.83				265.83		265.83
49-2327-30-00 STALLION SOFTBALL	100.00				100.00		100.00
49-2329-30-00 STALLION TENNIS	192.40				192.40		192.40
49-2330-50-00 YEARBOOK CLUB	406.51	535.00	471.65		469.86		469.86
49-2331-30-00 STALLION TRACK	357.78				357.78		357.78
49-2333-30-20 VOLLEYBALL-GIRLS	0.03				0.03		0.03
49-2334-30-00 GOLF	48.01				48.01		48.01

ACCOUNT ANALYSIS REPORT - SUMMARY WITH ENCUMBRANCES

Date Range: 6/1/2011 through 6/30/2011

Account Range: 49-2207-30-00 through 49-5230-10-00

ACCOUNT # AND DESCRIPTION	BEGINNING BALANCE	INCOME	EXPENSE	TRANSFERS	ACTUAL BALANCE	ENCUMBERED AMOUNT	ENCUMBERED BALANCE
49-2335-30-00 WRESTLING	47.90				47.90		47.90
49-2336-50-00 STALLION THEATRICAL COMPANY	16,454.06	988.00	3,516.31		13,925.75		13,925.75
49-2340-50-00 F.B.L.A.	1,032.30	349.18			1,381.48		1,381.48
49-2343-50-00 CLASS (FCCLA)	1,308.00		69.77		1,238.23		1,238.23
49-2344-30-00 STALLION P.E.(GIRLS/BOYS)	11,076.04	413.00	7,680.00		3,809.04		3,809.04
49-2345-80-00 STUDENT STORE	1,892.18				1,892.18		1,892.18
49-2349-50-00 M.A.Y.A. CLUB	244.84				244.84		244.84
49-2350-50-00 FRIDAY NITE LIVE	1,374.35				1,374.35		1,374.35
49-2352-50-00 SCIENCE CLUB	1,897.51	422.00			2,319.51		2,319.51
49-2355-50-00 MSHS VIDEO CLUB	565.23				565.23		565.23
49-2358-50-00 SOBER GRAD	2,644.49	1,601.00	2,644.49		1,601.00		1,601.00
49-2370-50-00 ART CLUB	2,270.53	239.00			2,509.53		2,509.53
49-2373-50-00 CLUB CHIC	1,178.14				1,178.14		1,178.14
49-2375-50-00 STALLION CLUB	570.56		147.70		422.86		422.86
49-2376-50-00 AVID-COLLEGE CLUB	3,781.74		1,189.71		2,592.03		2,592.03
49-2377-50-00 Break Dance Club	44.71				44.71		44.71
49-2378-50-00 RAINBOW ALLIANCE	1,726.74				1,726.74		1,726.74
49-2380-50-00 BOWLING CLUB	505.67				505.67		505.67
49-2382-50-00 Indo Krew Club	696.60				696.60		696.60
49-2385-50-00 OPPORTUNITY CLUB	3,253.29	20.00		360.00	3,633.29		3,633.29
49-2394-50-00 AG ENGINEERING	85.01				85.01		85.01
49-5210-10-00 AUDREY POOL SCHOLARSHIP	1,000.00				1,000.00		1,000.00
49-5225-10-00 F.F.A. MEMORIAL FUND	1,765.00				1,765.00		1,765.00
49-5230-10-00 M WONG CLASS OF 85 SCHLRSHIP	1,000.00				1,000.00		1,000.00
Total Other Accounts	131,175.30	19,574.81	27,319.23	0.00	123,430.88	0.00	123,430.88

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: X

Old Business:

New Business:

Info./Reports:

For meeting date: September 27, 2011

Submitted by: Kelly Porterfield, Associate Superintendent of Business
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 9/9/2011	CURRENT YR 9/14/2011
FOR ALL FUNDS:	\$ 771,951.01	\$ 128,547.44
CANCELLED WARRANTS:	\$ (196.72)	\$ (450.00)
TOTAL:	\$ 771,754.29	\$ 128,097.44

	CURRENT YR	SPECIAL RUN YR10
FOR ALL FUNDS:	\$ -	
CANCELLED WARRANTS:	\$ -	\$ -
TOTAL:	\$ -	\$ -

GRAND TOTAL: \$ 899,851.73

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

BOARD DATE: 9/27/2011

R: 82 89 90 91 92 93

R: 94 95 96 97 98 99 100

R:

TOTALS BY FUNDS:

53

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

<u>83630</u>	<u>26 PRISON MITIGATION</u>	-	-			
		-	-		\$	-
<u>83620</u>	<u>30 STATE SCHOOL BLDG.</u>	-	-			
	<u>LEASE PURCHASE</u>	-	-		\$	-
<u>83600</u>	<u>31 REFURBISHMENT</u>	-	-			
		-	-		\$	-
<u>83670</u>	<u>32 ROOF REPLACEMENT</u>	-	-			
		-	-		\$	-
<u>83730</u>	<u>35 SCHOOL FACILITIES</u>	<u>91</u>	-	\$ 60.00	-	
		-	-		\$	60.00
<u>83610</u>	<u>40 SPECIAL RESERVE</u>	-	-			
		-	-		\$	-
<u>83660</u>	<u>41 BUILDING FUND</u>	-	-			
		-	-		\$	-
<u>83690</u>	<u>42 AG FARM BLDG. FUND</u>	-	-			
		-	-		\$	-
<u>83650</u>	<u>43 C.O.P. PROCEEDS</u>	-	-			
	<u>SPECIAL RESERVE</u>	-	-		\$	-
<u>83710</u>	<u>49 REDEVELOPMENT</u>	-	-			
	<u>SPECIAL RESERVE</u>	-	-		\$	-
<u>88510</u>	<u>53 STATE SCHOOL LOAN</u>	-	-			
	<u>REPAY</u>	-	-		\$	-
<u>88610</u>	<u>54 LEASE PURCHASE</u>	-	-			
		-	-		\$	-
<u>83640</u>	<u>56 C.O.P. DEBT SERVICE</u>	-	-			
		-	-		\$	-
<u>83580</u>	<u>67 INSURANCE RESERVE</u>	-	-			
		-	-		\$	-
<u>83570</u>	<u>73 TRUST FUND</u>	-	-			
		-	-		\$	-
<u>83520</u>	<u>74 ATHLETIC FUND</u>	-	-			
		-	-		\$	-

GRAND TOTAL: \$ 771,754.29

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 09/09/2011 to 09/09/2011

Check/Warr#	Payee #	Payee Name		
PO #	Account #		Description	Amount
581708	075208	MADERA UNIFIED PETTY CASH ACCT		
	01-0000-260-0000-7110-4300-5600-0			240.12
	01-0000-000-0000-0000-9514-0000-0			1,650.00
	01-0000-000-0000-0000-9551-0000-0			239.22
	01-7230-280-0000-3600-4300-0000-0			129.50
		Warrant Total		\$2,258.84
581709	024752	GENERAL BUILDERS SUPPLY CO.		
120343	01-7230-280-0000-3600-4300-0000-0			9.26
120032	01-0000-650-0000-8210-4300-0000-0			278.84
120658	01-0000-630-0000-8210-4300-0000-0			240.53
120208	01-0000-620-0000-8210-4300-0000-0			62.43
120310	01-0000-600-0000-8210-4300-0000-0			213.41
120033	01-0000-560-0000-8210-4300-0000-0			74.52
120406	01-0000-520-0000-8210-4300-0000-0			185.15
120031	01-0000-290-0000-8210-4300-0000-0			75.02
120205	01-0000-300-0000-8210-4300-0000-0			47.91
120202	01-0000-320-0000-8210-4300-0000-0			71.03
120659	01-0000-380-0000-8210-4300-0000-0			171.20
120540	01-0000-390-0000-8210-4300-0000-0			269.44
120503	01-0000-400-0000-8210-4300-0000-0			670.52
120034	01-0000-470-0000-8210-4300-0000-0			17.12
120492	01-0000-490-0000-8210-4300-0000-0			285.96
120123	01-8150-450-0000-8110-4300-0000-0			1,944.75
120063	01-0000-570-0000-8210-4300-0000-0			64.29
		Warrant Total		\$4,681.38
581710	037775	MADERA TRIBUNE		
120618	01-0000-260-0000-7510-5870-5100-0			99.00
		Warrant Total		\$99.00
581711	901890-1	GOTTSCHALK MUSIC CENTER		
120065	01-1100-260-1255-1000-5800-6250-0			3,089.68
120065	01-1100-260-1255-1000-5800-6250-0			1,185.00
		Warrant Total		\$4,274.68

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581712	915490	PLATT ELECTRICAL		
120157	01-8150-450-0000-8110-4300-0000-0			86.92
120157	01-8150-450-0000-8110-4300-0000-0			60.29
120157	01-8150-450-0000-8110-4300-0000-0			6.15
120157	01-8150-450-0000-8110-4300-0000-0			429.92
120157	01-8150-450-0000-8110-4300-0000-0			55.25
120157	01-8150-450-0000-8110-4300-0000-0			239.63
120157	01-8150-450-0000-8110-4300-0000-0			297.16
120157	01-8150-450-0000-8110-4300-0000-0			9.05
120157	01-8150-450-0000-8110-4300-0000-0			145.96
120157	01-8150-450-0000-8110-4300-0000-0			633.87
120157	01-8150-450-0000-8110-4300-0000-0			3.30
120157	01-8150-450-0000-8110-4300-0000-0			115.67
120157	01-8150-450-0000-8110-4300-0000-0			366.03
120157	01-8150-450-0000-8110-4300-0000-0			46.06
120157	01-8150-450-0000-8110-4300-0000-0			72.19
120157	01-8150-450-0000-8110-4300-0000-0			36.85
120157	01-8150-450-0000-8110-4300-0000-0			-126.78
120157	01-8150-450-0000-8110-4300-0000-0			110.55
120157	01-8150-450-0000-8110-4300-0000-0			4.47
120157	01-8150-450-0000-8110-4300-0000-0			21.55
120157	01-8150-450-0000-8110-4300-0000-0			-79.03
120157	01-8150-450-0000-8110-4300-0000-0			24.99
120157	01-8150-450-0000-8110-4300-0000-0			18.19
			Warrant Total	\$2,578.24
581713	946630-1	NATIONAL TONER AND INK		
120483	01-0000-490-1300-1000-4310-1580-0			353.57
120483	01-0000-490-1300-1000-4310-1580-0			178.50
120483	01-0000-490-1300-1000-4310-1580-0			216.21
			Warrant Total	\$748.28
581714	957560	RANDIK		
120671	01-0000-000-0000-0000-9320-0000-0			153.95
			Warrant Total	\$153.95
581715	990920-1	MEDCO SUPPLY COMPANY		
120684	01-0000-490-1315-4200-4310-0000-0			17.56
			Warrant Total	\$17.56
581716	090216	MCFARLAND HIGH SCHOOL		
120949	01-0045-490-1315-4200-5800-0000-0		MADERA HI SOUTH	160.00
			Warrant Total	\$160.00
581717	090230-1	LOWE'S		
120309	01-0000-560-1215-4200-4310-0000-0			172.08
120803	01-8150-450-0000-8110-4300-0000-0			486.49
120141	01-8150-450-0000-8110-4300-0000-0		AUG 2011	1,141.13
121071	01-0000-390-1215-2700-4300-0000-0		ACCT#9800-122679-8	998.65
			Warrant Total	\$2,798.35

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581718	949570	LEGO EDUCATION		
120958	01-0000-320-1200-1000-5800-0000-0		FLL TEAM# 6603 DIX	260.44
			Warrant Total	\$260.44
581719	090458	MADERA COUNTY SCHOOLS FOUNDATION		
121041	01-0000-400-1300-1000-5800-0000-0			375.00
			Warrant Total	\$375.00
581720	090778	PALO ALTO HIGH SCHOOL		
120952	01-0045-490-1315-4200-5800-0000-0		MADERA HI SOUTH	80.00
			Warrant Total	\$80.00
581721	091486	Pioneer Breaker & Control Supply		
120480	01-8150-450-0000-8110-4300-0000-0			189.99
			Warrant Total	\$189.99
581722	091514	North Yosemite League		
120951	01-0045-400-1315-4200-5800-0000-0		MADERA HI SOUTH	500.00
			Warrant Total	\$500.00
581723	091518	Gladden, Brandon		
120969	01-0000-490-1355-1000-5801-2320-0		MADERA HI SOUTH	500.00
			Warrant Total	\$500.00
581724	091519	Madera South High Band Boosters		
120970	01-0000-490-1355-1000-5800-2320-0			575.00
			Warrant Total	\$575.00
581725	091521	Miller & Company		
121012	01-8150-450-0000-8110-5630-0000-0			400.00
			Warrant Total	\$400.00
581726	025024	GEORGE'S AUTO SHOP		
120124	01-8150-450-0000-8110-4300-0000-0			15.89
120124	01-8150-450-0000-8110-4300-0000-0			22.69
120124	01-8150-450-0000-8110-4300-0000-0			12.60
120124	01-8150-450-0000-8110-4300-0000-0			56.93
120124	01-8150-450-0000-8110-4300-0000-0			26.23
120124	01-8150-450-0000-8110-4300-0000-0			15.10
120124	01-8150-450-0000-8110-4300-0000-0			555.90
120124	01-8150-450-0000-8110-4300-0000-0			51.72
			Warrant Total	\$757.06
581727	037775	MADERA TRIBUNE		
120885	01-0000-260-0000-7180-5870-6910-0			475.00
			Warrant Total	\$475.00
581728	910434	MADERA POLICE DEPARTMENT		
121023	01-7230-280-0000-3600-5880-0000-0		TRANSPORTATION	50.00
			Warrant Total	\$50.00
581729	920290	MOWERS PLUS		
120151	01-8150-450-0000-8110-5640-0000-0			10.00
			Warrant Total	\$10.00

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581730	922850	REDWOOD HIGH SCHOOL		
121074	01-0045-400-1315-4200-5800-0000-0		MADERA HIGH	225.00
			Warrant Total	\$225.00
581731	965210-1	ROCHESTER 100 INC		
120777	01-0000-630-1200-1000-4310-0000-0			140.00
			Warrant Total	\$140.00
581732	087119-1	HARLAND TECHNOLOGY SERVICES		
120856	11-3555-260-4110-1000-4310-7650-0			799.00
			Warrant Total	\$799.00
581733	090230-1	LOWE'S		
120141	01-8150-450-0000-8110-4300-0000-0		JULY 2011	1,764.53
120309	01-0000-560-1215-4200-4310-0000-0		JULY 2011	453.74
			Warrant Total	\$2,218.27
581734	090259	KINGSBURG HIGH SCHOOL		
121072	01-0045-400-1315-4200-5800-0000-0		MADERA HI SOUTH	240.00
121083	01-0045-490-1315-4200-5800-0000-0		MADERA HI SOUTH	160.00
			Warrant Total	\$400.00
581735	090275	PARADE COMMITTEE		
121061	11-9170-260-4110-1000-5800-7910-0		SMALL FRY CO-OP	45.00
			Warrant Total	\$45.00
581736	090294	NEVADA UNION HIGH SCHOOL		
121076	01-0045-400-1315-4200-5800-0000-0		MADERA HI	150.00
			Warrant Total	\$150.00
581737	949570	LEGO EDUCATION		
120955	01-0000-320-1200-1000-5800-0000-0		FLL TEAM #6600	335.68
			Warrant Total	\$335.68
581738	090852	KUTA SOFTWARE, LLC		
120863	01-0000-490-1350-1000-4310-0000-0			319.00
			Warrant Total	\$319.00
581739	090931	POWER SYSTEMS INC		
120826	01-0000-560-1215-2700-4300-0000-0			395.76
			Warrant Total	\$395.76
581740	001992-2	AMERICAN COUNCIL ON EDUCATION		
120852	11-9136-260-4110-1000-5800-7640-0			2,480.00
			Warrant Total	\$2,480.00
581741	003457-1	APPLE COMPUTER, INC		
120791	01-0000-470-1200-2700-4400-0000-0			944.40
120791	01-0000-470-1200-2700-4400-0000-0			1,596.94
120791	01-0000-470-1200-2700-4400-0000-0			207.58
120791	01-0000-470-1200-1000-4400-0000-0			31.42
120791	01-0000-470-1200-1000-4400-0000-0			241.73
120791	01-0000-470-1200-1000-4400-0000-0			142.95
120834	01-0000-560-1200-1000-4310-0000-0			156.24
			Warrant Total	\$3,321.26

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581742	009528	CAL VALLEY PRINTING		
120620	01-0000-260-0000-7530-5800-5800-0			1,379.20
			Warrant Total	\$1,379.20
581743	012080	CENTRAL JANITOR'S SUPPLY CO.		
120806	01-0000-000-0000-0000-9320-0000-0			111.20
120806	01-0000-000-0000-0000-9320-0000-0			1,013.50
			Warrant Total	\$1,124.70
581744	023699-1	FRESNO OXYGEN		
120967	01-0000-490-1305-1000-4310-0000-0			289.94
120967	01-0000-490-1305-1000-4310-0000-0			289.94
			Warrant Total	\$579.88
581745	928990	CALIFORNIA DEPARTMENT OF JUSTICE		
121026	01-0000-260-0000-7400-5842-5250-0			963.00
			Warrant Total	\$963.00
581746	933610	EXCELERATE SOFTWARE, INC.		
120477	01-0000-260-0000-8110-5802-5050-0			3,375.00
120477	01-0000-260-0000-8110-5802-5050-0			2,250.00
			Warrant Total	\$5,625.00
581747	934670	THE BANK OF NEW YORK MELLON		
120981	01-0000-260-0000-9100-7699-5600-0			2,650.00
			Warrant Total	\$2,650.00
581748	954490	EXCALIBUR ELEVATOR, INC.		
120115	01-8150-450-0000-8110-5640-0000-0			378.00
			Warrant Total	\$378.00
581749	956990	BEST BEST & KRIEGER LLP		
120089	35-9275-400-0000-8500-5840-9200-0			60.00
120089	25-0000-260-0000-7200-5840-0000-0			180.00
			Warrant Total	\$240.00
581750	959220	CITY NATIONAL BANK		
120295	01-0000-260-0000-9100-7438-5600-0			20,016.15
120296	01-0000-260-0000-9100-7438-5600-0			6,328.49
120296	01-0000-260-0000-9100-7439-5600-0			17,579.70
120295	01-0000-260-0000-9100-7439-5600-0			58,509.80
			Warrant Total	\$102,434.14
581751	965260	ADVANCED COMPUTER TECH		
120396	01-0000-260-0000-8110-5802-5050-0			314.93
120396	01-0000-260-0000-8110-5802-5050-0			180.00
120396	01-0000-260-0000-8110-5802-5050-0			67.50
120396	01-0000-260-0000-8110-5802-5050-0			90.00
120396	01-0000-260-0000-8110-5802-5050-0			90.00
			Warrant Total	\$742.43

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581752	965440	BARROWS		
120937	01-0000-260-0000-7390-5890-6950-0			350.00
120937	01-0000-260-0000-7390-5890-6950-0			600.00
120950	01-0000-490-1315-4200-5801-0000-0			22,000.00
			Warrant Total	\$22,950.00
581753	978730	DEPARTMENT OF SOCIAL SERVICES		
120957	12-6055-260-0001-2700-5800-0000-0		Cesar Chavez	220.00
			Warrant Total	\$220.00
581754	992720	DESIGNER SIGNS & TROPHY		
121021	01-7230-280-0000-3600-5640-0000-0			93.10
			Warrant Total	\$93.10
581755	998620-1	DELL MARKETING L.P.		
120771	01-3010-260-0000-2150-4400-0000-1			196.00
120771	01-3010-260-0000-2150-4400-0000-1			62.05
			Warrant Total	\$258.05
581756	999790-1	FERGUSON ENTERPRISES, INC		
120118	01-8150-450-0000-8110-4300-0000-0			16.67
120118	01-8150-450-0000-8110-4300-0000-0			108.52
120118	01-8150-450-0000-8110-4300-0000-0			497.41
			Warrant Total	\$622.60
581757	087127-2	EBSCO		
120496	01-0000-490-1300-1000-4310-0000-0			3,000.00
			Warrant Total	\$3,000.00
581758	090043	ALLIED ELECTRIC MOTOR SERVICE		
120106	01-8150-450-0000-8110-4300-0000-0			521.83
120106	01-8150-450-0000-8110-4300-0000-0			510.31
120106	01-8150-450-0000-8110-4300-0000-0			73.76
120106	01-8150-450-0000-8110-4300-0000-0			339.35
120106	01-8150-450-0000-8110-4300-0000-0			101.62
120106	01-8150-450-0000-8110-4300-0000-0			295.07
			Warrant Total	\$1,841.94
581759	090049	CHILDS & COMPANY		
120110	01-8150-450-0000-8110-4300-0000-0			348.59
120110	01-8150-450-0000-8110-4300-0000-0			235.67
			Warrant Total	\$584.26
581760	918030	BSK ASSOCIATES		
120275	01-8150-450-0000-8110-5800-0000-0			90.00
120275	01-8150-450-0000-8110-5800-0000-0			237.00
			Warrant Total	\$327.00
581761	013903	CLOVIS HIGH SCHOOL		
120953	01-0045-490-1315-4200-5800-0000-0		CROSS COUNTRY	225.00
			Warrant Total	\$225.00

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581762	021299-1	EWING IRRIGATION		
120114	01-8150-450-0000-8110-4300-0000-0			421.10
120114	01-8150-450-0000-8110-4300-0000-0			129.57
120114	01-8150-450-0000-8110-4300-0000-0			-130.77
120114	01-8150-450-0000-8110-4300-0000-0			411.95
120114	01-8150-450-0000-8110-4300-0000-0			215.41
120114	01-8150-450-0000-8110-4300-0000-0			215.41
120114	01-8150-450-0000-8110-4300-0000-0			748.58
120114	01-8150-450-0000-8110-4300-0000-0			125.33
120114	01-8150-450-0000-8110-4300-0000-0			179.85
			Warrant Total	\$2,316.43
581763	090474	FRESNO HIGH SCHOOL		
121050	01-0045-490-1315-4200-5800-0000-0		WATER POLO	315.00
			Warrant Total	\$315.00
581764	090579-1	CALSTRS/JEM		
120428	01-0000-260-0000-7200-5890-5600-0			108.00
			Warrant Total	\$108.00
581765	090708	CHAVCO PROFESSIONAL TREE CARE		
120109	01-0000-450-0000-8220-5800-0000-0			3,300.00
120109	01-0000-450-0000-8220-5800-0000-0			9,800.00
			Warrant Total	\$13,100.00
581766	090950	ELECOM WEST		
120112	01-8150-450-0000-8110-5640-0000-0			187.48
120112	01-8150-450-0000-8110-5640-0000-0			321.40
120112	01-8150-450-0000-8110-5640-0000-0			636.40
120112	01-8150-450-0000-8110-5640-0000-0			215.00
120112	01-8150-450-0000-8110-5640-0000-0			387.50
120112	01-8150-450-0000-8110-5640-0000-0			272.50
120112	01-8150-450-0000-8110-5640-0000-0			628.43
120112	01-8150-450-0000-8110-5640-0000-0			215.00
120112	01-8150-450-0000-8110-5640-0000-0			1,409.50
120112	01-8150-450-0000-8110-5640-0000-0			645.00
			Warrant Total	\$4,918.21
581767	091420	Airgas NCN		
120105	01-0000-450-0000-8200-4300-5170-0			184.58
			Warrant Total	\$184.58
581768	091488	BECS PACIFIC LTD.		
121020	01-7230-280-0000-3600-5640-0000-0			448.83
			Warrant Total	\$448.83
581769	000400	Aguilera, Raymundo		
121025	01-9179-260-1300-1000-5890-0000-1		scholarship	750.00
			Warrant Total	\$750.00

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581770	003457-2	APPLE COMPUTER INC		
	01-3010-600-1200-1000-4400-4200-0			118.33
	01-4047-260-1110-1000-4400-0000-0			69.78
	01-4047-260-1110-1000-4400-0000-0			157.78
	01-7091-570-3200-1000-4400-0000-0			293.30
		Warrant Total		\$639.19
581771	944180-3	ALLIED WASTE C/O AMERICAN EXPRESS		
	11-0010-260-4110-8200-5550-7700-0			19.21
	11-0010-260-4110-8200-5550-7700-0			19.21
	11-0010-260-4110-8200-5550-7910-0			51.91
	11-0010-260-4110-8200-5550-7910-0			51.91
	13-5310-420-0000-8200-5550-0000-0			7.94
	13-5310-420-0000-8200-5550-0000-0			27.59
	13-5310-290-0000-8200-5550-0000-0			8.04
	13-5310-290-0000-8200-5550-0000-0			28.58
	13-5310-300-0000-8200-5550-0000-0			27.59
	13-5310-300-0000-8200-5550-0000-0			7.94
	13-5310-310-0000-8200-5550-0000-0			7.98
	13-5310-310-0000-8200-5550-0000-0			28.36
	13-5310-320-0000-8200-5550-0000-0			5.29
	13-5310-320-0000-8200-5550-0000-0			18.78
	13-5310-360-0000-8200-5550-0000-0			18.78
	13-5310-360-0000-8200-5550-0000-0			5.29
	13-5310-380-0000-8200-5550-0000-0			15.96
	13-5310-380-0000-8200-5550-0000-0			5.29
	13-5310-380-0000-8200-5550-0000-0			28.89
	13-5310-380-0000-8200-5550-0000-0			18.78
	13-5310-400-0000-8200-5550-0000-0			31.75
	13-5310-440-0000-8200-5550-0000-0			27.59
	13-5310-440-0000-8200-5550-0000-0			7.94
	13-5310-460-0000-8200-5550-0000-0			7.94
	13-5310-460-0000-8200-5550-0000-0			27.59
	13-5310-520-0000-8200-5550-0000-0			32.93
	13-5310-520-0000-8200-5550-0000-0			7.94
	13-5310-560-0000-8200-5550-0000-0			15.49
	13-5310-560-0000-8200-5550-0000-0			28.03
	13-5310-580-0000-8200-5550-0000-0			28.03
	13-5310-580-0000-8200-5550-0000-0			15.49
	01-0000-540-0000-8200-5550-0000-0			61.91
	01-0000-350-0000-8200-5550-0000-0			19.21
	01-0000-350-0000-8200-5550-0000-0			19.21
		Warrant Total		\$734.37

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581772	944180-3	ALLIED WASTE C/O AMERICAN EXPRESS		
	01-0000-360-0000-8200-5550-0000-0			93.87
	01-0000-360-0000-8200-5550-0000-0			333.55
	01-0000-380-0000-8200-5550-0000-0			333.55
	01-0000-380-0000-8200-5550-0000-0			93.87
	01-0000-290-0000-8200-5550-0000-0			141.74
	01-0000-300-0000-8200-5550-0000-0			140.98
	01-0000-460-0000-8200-5550-0000-0			140.98
	01-0000-470-0000-8200-5550-0000-0			186.22
	01-0000-310-0000-8200-5550-0000-0			141.80
	01-0000-320-0000-8200-5550-0000-0			93.87
	01-0000-320-0000-8200-5550-0000-0			333.55
	01-0000-400-0000-8200-5550-0000-0			290.56
	01-0000-400-1315-8200-5550-0000-0			62.74
	01-0000-420-0000-8200-5550-0000-0			140.98
	01-0000-440-0000-8200-5550-0000-0			140.98
	01-0000-490-0000-8200-5550-0000-0			343.61
	01-0000-490-0000-8200-5550-0000-0			343.61
	01-0000-560-0000-8200-5550-0000-0			275.07
	01-0000-580-0000-8200-5550-0000-0			275.07
	01-0000-520-0000-8200-5550-0000-0			140.98
	01-0000-530-0000-8200-5550-0000-0			61.91
	01-0000-530-0000-8200-5550-0000-0			61.91
	01-0000-540-0000-8200-5550-0000-0			61.91
	01-0000-630-0000-8200-5550-0000-0			152.56
	01-0000-670-0000-8200-5550-0000-0			422.96
	01-0000-670-0000-8200-5550-0000-0			149.78
	01-7230-280-0000-8200-5550-0000-0			188.23
	01-7230-280-0000-8200-5550-0000-0			152.55
	01-7230-280-0000-8200-5550-0000-0			152.55
	13-5310-260-0000-8200-5550-0000-0			250.21
	13-5310-260-0000-8200-5550-0000-0			127.01
	01-0000-570-0000-8200-5550-0000-0			99.16
	01-0000-570-0000-8200-5550-0000-0			225.74
	01-0000-650-0000-8200-5550-0000-0			283.55
		Warrant Total		\$6,437.61

Commercial Warrant Listing
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Check/Warr#	Payee #	Payee Name		
PO #	Account #		Description	Amount
581773	944180-3	ALLIED WASTE C/O AMERICAN EXPRESS		
	13-5310-260-0000-8200-5550-0000-0			1,428.54
	13-5310-260-0000-8200-5550-0000-0			1,428.54
	01-0000-650-0000-8200-5550-0000-0			513.11
	01-0000-630-0000-8200-5550-0000-0			474.36
	01-0000-620-0000-8200-5550-0000-0			529.53
	01-0000-560-0000-8200-5550-0000-0			497.77
	01-0000-460-0000-8200-5550-0000-0			489.97
	01-0000-490-0000-8200-5550-0000-0			652.57
	01-0000-490-0000-8200-5550-0000-0			626.90
	01-0000-580-0000-8200-5550-0000-0			497.77
	01-0000-600-0000-8200-5550-0000-0			529.53
	01-0000-520-0000-8200-5550-0000-0			584.98
	01-0000-440-0000-8200-5550-0000-0			489.97
	01-0000-420-0000-8200-5550-0000-0			489.97
	01-0000-470-0000-8200-5550-0000-0			554.86
	01-0000-450-0000-8200-5550-0000-0			1,000.83
	01-0000-450-0000-8200-5550-0000-0			508.02
	01-0000-300-0000-8200-5550-0000-0			489.97
	01-0000-310-0000-8200-5550-0000-0			503.80
	01-0000-260-0000-8200-5550-5600-0			435.85
	01-0000-260-0000-8200-5550-5600-0			435.85
	01-0000-290-0000-8200-5550-0000-0			503.58
	01-0000-390-0000-8200-5550-0000-0			703.35
	01-0000-400-0000-8200-5550-0000-0			972.14
	01-0000-400-0000-8200-5550-0000-0			525.80
		Warrant Total		\$15,867.56
581774	023261	FRESNO COUNTY OFFICE OF ED.		
120562	01-4035-260-1110-2100-5200-0000-0		EVENT#1112-23-0014	150.00
		Warrant Total		\$150.00
581775	057115	SONITROL OF FRESNO		
120812	01-0000-260-0000-8300-5800-5600-0			21.00
		Warrant Total		\$21.00
581776	060697	TECO PRODUCTS COMPANY		
120737	01-0025-490-1305-1000-4300-0000-0			478.56
120737	01-0025-490-1305-1000-4300-0000-0			195.50
		Warrant Total		\$674.06
581777	062585-1	UNISOURCE WORLDWIDE, INC.		
120788	01-0000-000-0000-0000-9320-0000-0			3,217.07
		Warrant Total		\$3,217.07
581778	913230-1	TOTAL FILTRATION SERVICES, INC		
120172	01-0000-450-0000-8200-4300-0000-0			1,245.93
120172	01-0000-450-0000-8200-4300-0000-0			1,270.16
120172	01-0000-450-0000-8200-4300-0000-0			821.05
120172	01-0000-450-0000-8200-4300-0000-0			1,107.45
		Warrant Total		\$4,444.59

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Check/Warr#	Payee #	Payee Name		
PO #	Account #		Description	Amount
581779	945940	SCHOOL FACILITY CONSULTANTS		
120423	25-0000-260-0000-7200-5800-0000-0			10,000.00
120713	25-0000-260-0000-7200-5800-0000-0			123.75
			Warrant Total	\$10,123.75
581780	958320	TOUCHLINE SOFTWARE		
120867	01-3550-260-1300-1000-4310-0000-0			1,128.00
			Warrant Total	\$1,128.00
581781	973610	UNITED HEALTH		
120779	01-0000-000-0000-0000-9320-0000-0			475.92
			Warrant Total	\$475.92
581782	991620	SJVOA,TREASURER BOB KAYAJANIAN		
121068	01-0000-390-1215-4200-5800-0000-0			1,446.00
120927	01-0000-490-1315-4200-5800-0000-0			2,173.00
120927	01-0000-490-1315-4200-5800-0000-0			3,888.00
120927	01-0000-490-1315-4200-5800-0000-0			1,740.00
120954	01-0000-560-1215-4200-5800-0000-0			1,446.00
			Warrant Total	\$10,693.00
581783	995140	VALLEY FEED		
120736	01-0025-490-1305-1000-4300-0000-0			78.00
120736	01-0025-490-1305-1000-4300-0000-0			154.26
120736	01-0025-490-1305-1000-4300-0000-0			38.85
			Warrant Total	\$271.11
581784	090072-1	UNISOURCE WORLDWIDE INC		
120414	01-0000-620-0000-8210-4300-0000-0			36.06
			Warrant Total	\$36.06
581785	052861	S & J LUMBER		
120163	01-8150-450-0000-8110-4300-0000-0			43.96
120163	01-8150-450-0000-8110-4300-0000-0			40.40
120163	01-8150-450-0000-8110-4300-0000-0			935.68
			Warrant Total	\$1,020.04
581786	892870	SCHEDULE STAR		
120998	01-0000-490-1315-4200-4310-0000-0			300.00
			Warrant Total	\$300.00
581787	891420	Wm. B. Saleh Co.		
120894	14-0010-400-0000-8110-5630-0000-0			2,680.00
120641	14-0010-350-0000-8110-5630-0000-0			24,986.00
			Warrant Total	\$27,666.00
581788	090274	GOLDEN WEST HIGH SCHOOL		
121073	01-0045-400-1315-4200-5800-0000-0			300.00
			Warrant Total	\$300.00
581789	090317	CASBO - CENTRAL SECTION		
121040	01-0000-260-0000-7530-5200-5800-0			25.00
121040	01-7230-280-0000-3600-5200-0000-0			25.00
			Warrant Total	\$50.00

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Check/Warr#	Payee #	Payee Name		
PO #	Account #		Description	Amount
581790	090472-1	UNITED RENTALS NORTHWEST, INC.		
120176	01-8150-450-0000-8110-4300-0000-0			94.16
120176	01-8150-450-0000-8110-5620-0000-0			2,042.24
120176	01-8150-450-0000-8110-5620-0000-0			205.71
120176	01-8150-450-0000-8110-5620-0000-0			151.80
120176	01-8150-450-0000-8110-5620-0000-0			308.56
			Warrant Total	\$2,802.47
581791	920941	CSUF FRESNO FOUNDATION		
120929	01-0000-260-0000-3160-5200-6040-0		MARZANO,HEFLEBOWER,CARTER	975.00
			Warrant Total	\$975.00
581792	090729	STEVE WEISS MUSIC, INC		
120893	01-0000-400-1355-1000-4310-2320-0			3,044.27
			Warrant Total	\$3,044.27
581793	091106	UNLIMITED MOBILITY INC		
121022	01-7230-280-0000-3600-5640-0000-0			548.77
			Warrant Total	\$548.77
581794	091128	Sacramento State, College of Continuing Education		
120978	01-0000-260-0000-3140-5200-6660-0			125.00
			Warrant Total	\$125.00
581795	091206	SIERRA HIGH SCHOOL		
120982	01-0045-400-1315-4200-5801-0000-0			160.00
			Warrant Total	\$160.00
581796	091362	UPHOLSTERY SPECIALISTS		
121011	01-0000-560-1215-4200-5800-0000-0			211.00
			Warrant Total	\$211.00
581797	091505	STUMPS		
120790	01-0000-380-1200-1000-4310-0000-0			444.94
			Warrant Total	\$444.94
581798	091527	San Diego Lions Welfare Foundation		
121082	01-0045-490-1315-4200-5800-0000-0			400.00
			Warrant Total	\$400.00
581799	26000071	Jack Anderson		
	01-0000-260-0000-7700-5200-5050-0			31.90
			Warrant Total	\$31.90
581800	26000255	Lisa Bennett		
	01-3010-520-1200-1000-5200-4200-1			188.00
			Warrant Total	\$188.00
581801	26000825	John P Denno		
	01-0000-570-3200-2700-5200-0000-0			271.70
			Warrant Total	\$271.70
581802	26001051	Jesse A Flores		
	01-9170-650-1200-1000-4310-0000-0			215.74
			Warrant Total	\$215.74

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Check/Warr#	Payee #	Payee Name		
PO #	Account #		Description	Amount
581803	26001437	Lindsey L Loll		
	01-3010-520-1200-1000-5200-4200-1			188.00
			Warrant Total	\$188.00
581804	26001500	Cindy M Henard		
	01-3010-520-1200-1000-5200-4200-1			474.85
			Warrant Total	\$474.85
581805	26001556	Lori A Hickman		
	01-3010-520-1200-1000-5200-4200-1			188.00
			Warrant Total	\$188.00
581806	26001937	Erik A Lowry		
	01-3010-520-1200-2700-5200-4200-1			474.85
			Warrant Total	\$474.85
581807	26002389	Kathleen C Nekumanesh		
	01-3010-520-1200-2700-5200-4200-1			188.00
			Warrant Total	\$188.00
581808	26002547	Gustavo Perez		
	01-0000-450-0000-8200-5200-0000-0			46.20
			Warrant Total	\$46.20
581809	26002694	Kelli R Reeves		
	01-3010-520-1200-1000-5200-4200-1			531.85
			Warrant Total	\$531.85
581810	26003128	Mary J Siegl		
	01-0000-260-0000-7400-5200-5260-0			29.70
			Warrant Total	\$29.70
581811	046167-1	AT&T		
	01-0000-260-0000-7200-5920-5050-0		559-661-1160	282.82
	01-0000-260-0000-7200-5920-5050-0		559-661-1160	270.07
			Warrant Total	\$552.89
581812	890447	SCHOLASTIC INC.		
	01-9170-560-1249-2422-4200-0000-0			6.85
			Warrant Total	\$6.85
581813	910197-1	AT&T		
	01-0000-260-0000-7200-5920-5050-0		0191016422001	36.27
			Warrant Total	\$36.27
581814	982001-1	VERIZON WIRELESS		
	01-0000-260-0000-7540-5925-5850-0			77.51
	01-0000-450-0000-8200-5925-0000-0			94.38
	01-0000-260-0000-7400-5925-5260-0			45.01
	01-0010-260-0000-3900-5925-2550-0			44.47
	01-0010-260-0000-3900-5925-2550-0			25.51
			Warrant Total	\$286.88

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Check/Warr#	Payee #	Payee Name		
PO #	Account #		Description	Amount
581815	905910	CHEVRON AND TEXACO		
	01-0000-400-1315-4200-4344-0000-0			298.90
	01-0000-400-1315-4200-4344-0000-0			103.16
	01-0000-490-1300-2700-5200-0000-0			225.39
			Warrant Total	\$627.45
581816	090038-1	HM RECEIVABLES CO LLC		
	01-3010-490-1300-1000-4310-4250-0		FOR PO# 113566	1,056.91
			Warrant Total	\$1,056.91
581817	920549	CALIFORNIA DEPARTMENT OF EDUCATION		
	13-5310-260-0000-3700-4704-0000-0			3,186.90
	13-5370-000-0000-0000-9509-0000-0			5,643.75
			Warrant Total	\$8,830.65
581818	091523	ARBALLO, PARENTS OF LACI		
	13-5310-260-0000-0000-8637-0000-0			30.00
			Warrant Total	\$30.00
581819	26000127	Joann Arter		
	13-5310-260-0000-3700-5230-0000-0			44.00
			Warrant Total	\$44.00
581820	26000128	Loretta R Arter		
	13-5310-260-0000-3700-5230-0000-0			252.05
			Warrant Total	\$252.05
581821	26000140	Brenda Atkins		
	13-5310-260-0000-3700-5230-0000-0			151.76
			Warrant Total	\$151.76
581822	26000573	Cynthia B Chavira		
	13-5310-260-0000-3700-5230-0000-0			27.30
			Warrant Total	\$27.30
581823	26000662	Maria G Cornier		
	13-5310-260-0000-3700-5230-0000-0			44.85
			Warrant Total	\$44.85
581824	26000678	Mary-Lena H Cortez		
	13-5310-260-0000-3700-5230-0000-0			37.00
			Warrant Total	\$37.00
581825	26000757	Marilyn F Davi		
	13-5310-260-0000-3700-5230-0000-0			80.00
			Warrant Total	\$80.00
581826	26000802	Teresa Deleija		
	13-5310-260-0000-3700-5230-0000-0			107.00
			Warrant Total	\$107.00
581827	26001035	Jessica Fitch		
	13-5310-260-0000-3700-5230-0000-0			36.20
			Warrant Total	\$36.20

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Check/Warr#	Payee #	Payee Name		
PO #	Account #		Description	Amount
581828	26001084	Vivian Franco		
	13-5310-260-0000-3700-5230-0000-0			24.20
			Warrant Total	\$24.20
581829	26001149	Dora A Garcia		
	13-5310-260-0000-3700-5230-0000-0			95.00
			Warrant Total	\$95.00
581830	26001515	Carla C Hernandez		
	13-5310-260-0000-3700-5230-0000-0			19.30
			Warrant Total	\$19.30
581831	26001752	Jessica Kelley		
	13-5310-260-0000-3700-5230-0000-0			19.80
			Warrant Total	\$19.80
581832	26001778	Sharon K Kimura		
	13-5310-260-0000-3700-5230-0000-0			88.50
			Warrant Total	\$88.50
581833	26001864	Maria Flores		
	13-5310-260-0000-3700-5230-0000-0			14.30
			Warrant Total	\$14.30
581834	26001915	Josie G Lopez		
	13-5310-260-0000-3700-5230-0000-0			67.45
			Warrant Total	\$67.45
581835	26001920	Maricela Moreno		
	13-5310-260-0000-3700-5230-0000-0			42.00
			Warrant Total	\$42.00
581836	26002046	Jaquetta L Marley		
	13-5310-260-0000-3700-4300-0000-0			12.54
			Warrant Total	\$12.54
581837	26002241	Angela Mirelez		
	13-5310-260-0000-3700-5230-0000-0			13.00
			Warrant Total	\$13.00
581838	26002259	Marsha Momary		
	13-5310-260-0000-3700-5230-0000-0			38.00
			Warrant Total	\$38.00
581839	26002458	Isabel Ornelas		
	13-5310-260-0000-3700-5230-0000-0			105.05
			Warrant Total	\$105.05
581840	26002615	Lynda L Powell		
	13-5310-260-0000-3700-5230-0000-0			58.50
			Warrant Total	\$58.50
581841	26002769	Margarita Rivera		
	13-5310-260-0000-3700-5230-0000-0			11.70
			Warrant Total	\$11.70

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Check/Warr#	Payee #	Payee Name		
PO #	Account #		Description	Amount
581842	26002927	Kimberly R Russell		
	13-5310-260-0000-3700-5230-0000-0			9.00
			Warrant Total	\$9.00
581843	26003023	Arlene G Saucedo		
	13-5310-260-0000-3700-5230-0000-0			217.40
			Warrant Total	\$217.40
581844	26003572	Michael Williams		
	13-5310-260-0000-3700-5230-0000-0			75.50
			Warrant Total	\$75.50
581845	26004351	Suzana Jauregui		
	13-5310-260-0000-3700-5230-0000-0			16.50
			Warrant Total	\$16.50
581846	26004390	Darlene Garcia		
	13-5310-260-0000-3700-5230-0000-0			4.00
			Warrant Total	\$4.00
581847	024752	GENERAL BUILDERS SUPPLY CO.		
120237	13-5310-260-0000-8110-5640-9260-0			41.30
120237	13-5310-490-0000-8110-5640-0000-0			5.27
			Warrant Total	\$46.57
581848	030735	HARRIS COMPUTER		
121031	13-5310-260-0000-3700-5800-0000-0			1,072.11
121031	13-5310-260-0000-3700-4400-0000-0			6,552.36
			Warrant Total	\$7,624.47
581849	037570	MADERA PRODUCE		
120241	13-5370-260-0000-3700-4704-0000-0			25,460.75
120241	13-5310-260-0000-3700-4704-0000-0			25,494.35
			Warrant Total	\$50,955.10
581850	037668	MADERA RADIO DISPATCH		
120242	13-5310-260-0000-3700-5800-0000-0			102.00
			Warrant Total	\$102.00
581851	042629	J W MYERS, INC		
120243	13-5310-260-0000-8110-5640-0000-0			67.88
			Warrant Total	\$67.88
581852	047226	PECKS PRINTERY		
121034	13-5310-260-0000-3700-5800-0000-0			1,564.31
			Warrant Total	\$1,564.31
581853	053414	EARTH GRAINS		
120233	13-5310-260-0000-3700-4705-0000-0			12,456.03
			Warrant Total	\$12,456.03
581854	053992	SAVE MART SUPERMARKET		
120250	13-5310-260-0203-3700-4700-0000-0			29.89
			Warrant Total	\$29.89

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Check/Warr#	Payee #	Payee Name		
PO #	Account #		Description	Amount
581855	059888	TALKINGTON AIR COND.		
120253	13-5310-260-0000-8110-5640-0000-0			140.00
120253	13-5310-260-0000-8110-5640-9260-0			631.00
120253	13-5310-390-0000-8110-5640-0000-0			170.20
120253	13-5310-400-0000-8110-5640-0000-0			320.00
120253	13-5310-490-0000-8110-5640-0000-0			370.00
120253	13-5310-560-0000-8110-5640-0000-0			200.00
120253	13-5310-600-0000-8110-5640-0000-0			80.00
			Warrant Total	\$1,911.20
581856	890180	CULLIGAN BOTTLED WATER		
120231	13-5310-260-0000-3700-5800-0000-0			101.44
			Warrant Total	\$101.44
581857	890963	REFRIGERATION SUPPLY DISTRIBUTOR		
120265	13-5310-260-0000-8110-5640-9260-0			295.84
			Warrant Total	\$295.84
581858	911140	P & D APPLIANCE SERVICE CENTER		
120262	13-5310-260-0000-8110-5640-9260-0			666.11
			Warrant Total	\$666.11
581859	915490	PLATT ELECTRICAL		
120261	13-5310-260-0000-8110-5640-9260-0			590.18
			Warrant Total	\$590.18
581860	920260	D.J. CO-OP		
121029	13-5310-000-0000-0000-9320-0000-0			283.50
			Warrant Total	\$283.50
581861	924640	ROUND TABLE PIZZA		
120249	13-5310-260-0000-3700-4700-0000-0			9,404.85
			Warrant Total	\$9,404.85
581862	925560	DANIELSEN CO.		
120232	13-5310-000-0000-0000-9320-0000-0			34,827.24
			Warrant Total	\$34,827.24
581863	938860	GOLD STAR FOODS		
120238	13-5310-000-0000-0000-9320-0000-0			64,440.82
			Warrant Total	\$64,440.82
581864	945270	SYSCO FOODSERVICES OF MODESTO		
120252	13-5310-000-0000-0000-9320-0000-0			123,890.07
120252	13-5310-260-0000-3700-4700-0000-0			9,301.32
120252	13-5310-260-0202-3700-4700-0000-0			4,413.30
120252	13-5310-260-0000-3700-4706-0000-0			3,903.23
120252	13-5310-260-0000-3700-4702-0000-0			95.55
120252	13-5310-260-0000-3700-4703-0000-0			1,044.52
120252	13-5310-260-0203-3700-4700-0000-0			96.20
			Warrant Total	\$142,744.19

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PO #	Account #	Description		Amount
581865	948640	COCA COLA BOTTLING OF CA		
120230	13-5310-260-0202-3700-4700-0000-0			8,932.29
120230	13-5310-260-0203-3700-4700-0000-0			230.58
120230	13-5310-000-0000-0000-9320-0000-0			3,530.92
		Warrant Total		\$12,693.79
581866	965260	ADVANCED COMPUTER TECH		
121058	13-5310-260-0000-8110-5640-0000-0			165.00
		Warrant Total		\$165.00
581867	973470	AFFILIATED PACKING SPECIALIST		
120228	13-5310-000-0000-0000-9320-0000-0			2,044.80
121027	13-5310-260-0000-8110-5640-9260-0			781.00
		Warrant Total		\$2,825.80
581868	977030	IKON OFFICE SOLUTIONS		
120240	13-5310-260-0000-3700-5800-0000-0			27.63
		Warrant Total		\$27.63
581869	977640	FOCUS PACKAGING		
120236	13-5310-000-0000-0000-9320-0000-0			1,843.09
		Warrant Total		\$1,843.09
581870	977650	S A PRODUCTS CO		
121036	13-5310-260-0000-3700-4400-0000-0			4,489.54
		Warrant Total		\$4,489.54
581871	983190	SCHOOL LUNCH PRODUCTS		
120251	13-5310-000-0000-0000-9320-0000-0			73,107.20
		Warrant Total		\$73,107.20
581872	994970	UNISOURCE MAINT SUPPLY SYSTEMS		
120267	13-5310-000-0000-0000-9320-0000-0			1,362.82
120267	13-5310-260-0000-8110-5640-0000-0			223.04
		Warrant Total		\$1,585.86
581873	998620	DELL COMPUTER K12 SALES		
120304	13-5310-260-0000-3700-4400-0000-0			2,456.55
		Warrant Total		\$2,456.55
581874	090131	Alhambra - Sierra Spring		
120229	13-5310-260-0000-8200-5530-0000-0			26.27
		Warrant Total		\$26.27
581875	049233	PRODUCER'S DAIRY		
120248	13-5310-260-0000-3700-4701-0000-0			8,715.67
		Warrant Total		\$8,715.67
581876	951810	ACC BUSINESS		
120212	13-5310-260-0000-3700-5920-0000-0			49.30
		Warrant Total		\$49.30
581877	893200	BAKER DISTRBUTING CO		
120255	13-5310-260-0000-8110-5640-0000-0			143.16
		Warrant Total		\$143.16

Fiscal Year: 2012

Madera Unified School District

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Report Date: 09/09/2011

Commercial Warrant Listing

For Warrants Dated 09/09/2011 to 09/09/2011

Check/Warr#	Payee #	Payee Name		
PO #	Account #		Description	Amount
581878	956730	SIMPLEX GRINNELL		
121059	13-5310-260-0000-8110-5640-0000-0			718.07
			Warrant Total	\$718.07
581879	090166	INDUSTRIAL CASTER & WHEEL		
121032	13-5310-260-0000-8110-5640-9260-0			186.19
			Warrant Total	\$186.19
581880	020840	ELLIOTT MANUFACTURING, INC.		
121030	13-5310-260-0000-3700-4400-0000-0			1,697.06
			Warrant Total	\$1,697.06
581881	902080	The Platinum Packaging Group		
120245	13-5310-000-0000-0000-9320-0000-0			1,982.30
			Warrant Total	\$1,982.30
581882	090325	Packaging Machinery & Parts		
121035	13-5310-260-0000-8110-5640-9260-0			335.43
			Warrant Total	\$335.43
581883	959902	ROBERT A JOHNSON		
120259	13-5310-000-0000-0000-9320-0000-0			1,920.00
			Warrant Total	\$1,920.00
581884	090670	Case Parts Company		
120257	13-5310-390-0000-8110-5640-0000-0			69.21
120257	13-5310-260-0000-8110-5640-9260-0			84.05
			Warrant Total	\$153.26
581885	090732	Cargill, Inc		
120256	13-5310-000-0000-0000-9320-0000-0			5,373.26
			Warrant Total	\$5,373.26
581886	941540	Cummins-Allison Corp		
121028	13-5310-260-0000-8110-5640-0000-0			53.10
			Warrant Total	\$53.10
581887	969830	Integrated Food Service		
121057	13-5310-000-0000-0000-9320-0000-0			3,296.00
121033	13-5310-000-0000-0000-9320-0000-0			2,265.60
			Warrant Total	\$5,561.60

Fiscal Year: 2012

Madera Unified School District

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Report Date: 09/09/2011

Commercial Warrant Listing

For Warrants Dated 09/09/2011 to 09/09/2011

Check/Warr#	Payee #	Payee Name		
PO #	Account #		Description	Amount
581888	091478	P & R PAPER SUPPLY CO.		
120308	13-5310-000-0000-0000-9320-0000-0			7,649.80
			Warrant Total	\$7,649.80
			District Totals	181 Warrants for \$771,951.01

Fund Totals	Amount
01 - General Fund	\$254,065.82
11 - Adult Education	\$3,466.24
12 - Child Development	\$220.00
13 - Cafeteria	\$476,169.20
14 - Deferred Maintenance	\$27,666.00
25 - Capital Fac/Developer Fees	\$10,303.75
35 - County School Facilities Fund	\$60.00
Total	\$771,951.01

SUBMITTED BY: MADERA UNIFIED SCHOOL DISTRICT

BOARD DATE: 9/27/2011

R: 101, 102, 103, 104, 105, 106

R:

TOTALS BY FUNDS:

75

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

<u>83630</u>	<u>26 PRISON MITIGATION</u>	-	-	\$	-
<u>83620</u>	<u>30 STATE SCHOOL BLDG.</u>	-	-		
	<u>LEASE PURCHASE</u>	-	-	\$	-
<u>83600</u>	<u>31 REFURBISHMENT</u>	-	-	\$	-
<u>83670</u>	<u>32 ROOF REPLACEMENT</u>	-	-	\$	-
<u>83730</u>	<u>35 SCHOOL FACILITIES</u>	-	-	\$	-
<u>83610</u>	<u>40 SPECIAL RESERVE</u>	-	-	\$	-
<u>83660</u>	<u>41 BUILDING FUND</u>	-	-	\$	-
<u>83690</u>	<u>42 AG FARM BLDG. FUND</u>	-	-	\$	-
<u>83650</u>	<u>43 C.O.P. PROCEEDS</u>	-	-	\$	-
	<u>SPECIAL RESERVE</u>	-	-	\$	-
<u>83710</u>	<u>49 REDEVELOPMENT</u>	-	-	\$	-
	<u>SPECIAL RESERVE</u>	-	-	\$	-
<u>88510</u>	<u>53 STATE SCHOOL LOAN</u>	-	-	\$	-
	<u>REPAY</u>	-	-	\$	-
<u>88610</u>	<u>54 LEASE PURCHASE</u>	-	-	\$	-
<u>83640</u>	<u>56 C.O.P. DEBT SERVICE</u>	-	-	\$	-
<u>83580</u>	<u>67 INSURANCE RESERVE</u>	-	-	\$	-
<u>83570</u>	<u>73 TRUST FUND</u>	-	-	\$	-
<u>83520</u>	<u>74 ATHLETIC FUND</u>	-	-	\$	-

GRAND TOTAL: \$ 128,097.44

BY ORDER OF THE GOVERNING BOARD THE COUNTY SUPERINTENDENT OF SCHOOLS & THE AUDITOR OF MADERA COUNTY ARE HEREBY AUTHORIZED TO TRANSFER THE ABOVE LISTED FUNDS TO THE SCHOOLS COMMERCIAL REVOLVING FUND (E.C. 21110). THEY ARE FURTHER AUTHORIZED TO DRAW WARRANT CHECKS TO THE CLAIMANTS OF SAID SCHOOL DISTRICT AS PER ATTACHED LISTING.

APPROVED BY:

DATE:

TERI BRADSHAW, DIRECTOR OF FISCAL SVCS

PAYMENT ORDER PREPARED BY: Linda K. Wall (ACCOUNTS PAYABLE)

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

AUDITED BY:

DATE:

WARRANT NUMBERS

FROM:

TO:

Commercial Warrant Listing
For Warrants Dated 09/14/2011 to 09/14/2011

Check/Warr#	Payee #	Payee Name		
PO #	Account #		Description	Amount
582211	036680	MADERA COMMUNITY HOSPITAL		
121141	01-4035-260-1110-1000-5800-6010-2		BTSA	235.97
			Warrant Total	\$235.97
582212	037775	MADERA TRIBUNE		
120869	11-0010-260-4110-2700-5870-0000-0			525.00
			Warrant Total	\$525.00
582213	042738-1	NASCO MODESTO		
120864	01-0000-490-1350-1000-4310-0000-0			48.54
			Warrant Total	\$48.54
582214	901890-1	GOTTSCHALK MUSIC CENTER		
120544	01-0000-490-1355-1000-4310-2320-0			53.73
			Warrant Total	\$53.73
582215	976150-2	HOME DEPOT CREDIT SERVICES		
120132	01-8150-450-0000-8110-4300-0000-0		8/1-26/11	1,025.87
120132	01-8150-450-0000-8110-5620-0000-0		8/1-26/11	102.59
120668	01-0000-360-0000-8210-4300-0000-0			290.49
120030	01-0000-470-0000-8210-4300-0000-0			46.63
			Warrant Total	\$1,465.58
582216	995890	IMAGE 2000		
121107	01-0000-490-1300-1000-4310-0000-0			65.00
			Warrant Total	\$65.00
582217	893540-1	LEMOORE HIGH SCHOOL		
121116	01-0045-490-1315-4200-5800-0000-0		MADERA HI SOUTH	275.00
			Warrant Total	\$275.00
582218	090713-1	LYNDA.COM, INC.		
120986	01-0000-260-0000-7700-4300-5050-0			250.00
			Warrant Total	\$250.00
582219	090743	MADERA SOUTH HIGH SCHOOL - FFA		
121097	01-0000-260-0000-7110-5800-5600-0			144.00
			Warrant Total	\$144.00
582220	091496	Omni Cheer		
120702	01-0170-490-1315-4200-4310-6530-0			1,141.07
120702	01-0170-490-1315-4200-4310-6530-0			-50.59
			Warrant Total	\$1,090.48
582221	091530	JBT FoodTech		
121156	01-0000-260-0000-7150-5800-6900-0			400.00
			Warrant Total	\$400.00
582222	929350	ACCREDITING COMMISSION		
121080	01-0000-400-1300-2700-5800-0000-0			756.00
			Warrant Total	\$756.00
582223	938590	FUENTES CONSTRUCTION INC.		
121144	14-0010-400-0000-8110-5630-0000-0			3,420.00
			Warrant Total	\$3,420.00

Commercial Warrant Listing
For Warrants Dated 09/14/2011 to 09/14/2011

Check/Warr#	Payee #	Payee Name		
PO #	Account #		Description	Amount
582224	971300	1ST STRING SPORTS		
121115	01-0000-490-1315-4200-4310-0000-0			64.11
			Warrant Total	\$64.11
582225	980880-2	California School Boards Association		
121094	01-0000-260-0000-7150-5300-6900-0		membership dues	15,391.00
			Warrant Total	\$15,391.00
582226	997630	THE DISCOVERY CENTER		
121062	11-9170-260-4110-1000-5800-7910-0		small fry pre school	180.00
			Warrant Total	\$180.00
582227	090127	BAILEY, BARBARA		
120549	11-3555-260-4110-1000-5800-0000-0			568.75
120549	11-3905-260-4110-1000-5800-0000-0			481.25
			Warrant Total	\$1,050.00
582228	903920	BURKS, ROBERT M		
120398	01-0000-260-0000-8110-5802-5050-0			5,000.00
			Warrant Total	\$5,000.00
582229	907760	GARCIA, MARIA G.		
121067	01-9303-600-1200-1000-5800-0000-0		zumba fitness	180.00
			Warrant Total	\$180.00
582230	013903	CLOVIS HIGH SCHOOL		
121075	01-0045-400-1315-4200-5800-0000-0		cross country	180.00
			Warrant Total	\$180.00
582231	090242	CIF CENTRAL SECTION		
121077	01-0045-400-1315-4200-5800-0000-0		dues&assessments	1,371.00
121084	01-0045-490-1315-4200-5800-0000-0		dues&assessments	1,509.75
			Warrant Total	\$2,880.75
582232	953030-1	CONCENTRA MEDICAL CENTER		
120438	01-0000-260-0000-7390-5890-6950-0		I23-0580606852	146.12
120438	01-0000-260-0000-7390-5890-6950-0		I23-0580606852	101.26
120438	01-0000-260-0000-7390-5890-6950-0		I23-0580620899	170.33
120438	01-0000-260-0000-7390-5890-6950-0		I23-0580608439	103.86
			Warrant Total	\$521.57
582233	090343	FRESNO PARKS, REC & COMM SVCS		
121120	01-0045-400-1315-4200-5800-0000-0		cross country meet	210.00
			Warrant Total	\$210.00
582234	091108	Eagle Software		
120392	01-0000-260-0000-8110-5802-3010-0		2011.2012	10,958.41
120392	01-0000-260-0000-7700-5200-5050-0		2011.2012	9,041.59
			Warrant Total	\$20,000.00
582235	091528	Aloha High School Cross Country		
121105	01-0045-490-1315-4200-5800-0000-0		cross country	100.00
			Warrant Total	\$100.00

Commercial Warrant Listing
For Warrants Dated 09/14/2011 to 09/14/2011

Check/Warr#	Payee #	Payee Name		
PO #	Account #		Description	Amount
582236	965260	ADVANCED COMPUTER TECH		
113376	01-3010-000-0000-0000-9509-0000-1			861.42
113376	01-7091-000-0000-0000-9509-0000-0			800.00
			Warrant Total	\$1,661.42
582237	057115	SONITROL OF FRESNO		
120812	01-0000-260-0000-8300-5800-5600-0			44,644.50
			Warrant Total	\$44,644.50
582238	064857	VINCENT COMMUNICATIONS INC.		
120463	01-0000-260-0000-8300-4300-2550-0			102.23
120463	01-0000-260-0000-8300-4400-2550-0			120.26
120463	01-0000-260-0000-8300-5640-2550-0			150.33
			Warrant Total	\$372.82
582239	920312	MADERA COUNTY OFFICE OF ED.		
120730	01-4035-260-1110-1000-5200-0000-0			23,400.00
			Warrant Total	\$23,400.00
582240	931660-1	SEHI COMPUTER PRODUCTS INC		
120906	01-3010-390-1200-1000-4310-4250-1			832.11
120907	01-0000-560-1200-2700-4300-0000-0			629.26
			Warrant Total	\$1,461.37
582241	963490	SHERATON GRAND SACRAMENTO HOTEL		
121131	01-0000-350-3300-2700-5200-0000-0	S.WOODS		270.35
			Warrant Total	\$270.35
582242	893590	SUNNYSIDE HIGH SCHOOL		
121104	01-0045-490-1315-4200-5800-0000-0			274.00
121103	01-0045-490-1315-4200-5800-0000-0			301.00
121102	01-0045-490-1315-4200-5800-0000-0			326.00
			Warrant Total	\$901.00
582243	26000459	Bret M Cappelluti		
	01-0000-400-1355-1000-4310-2320-0			217.01
	01-0000-400-1355-1000-4310-2320-0			94.00
			Warrant Total	\$311.01
582244	26000854	Marisa A Dimauro		
	01-3010-260-0000-2150-5200-0000-1			231.17
			Warrant Total	\$231.17
582245	26002149	Rebecca L Mchaney		
	01-6500-260-5770-1190-5200-0000-0			82.72
			Warrant Total	\$82.72
582246	26002282	Rodia L Montgomery-Gentry		
	01-9170-600-1200-1000-4310-0000-0			319.12
			Warrant Total	\$319.12
582247	26004410	Marcus Ramon Sosa		
	01-0000-260-0000-3900-5200-6600-0			68.00
	01-0000-260-0000-3130-5200-6620-0			285.80
			Warrant Total	\$353.80

Fiscal Year: 2012

Madera Unified School District

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Report Date: 09/14/2011

Commercial Warrant Listing

For Warrants Dated 09/14/2011 to 09/14/2011

Check/Warr#	Payee #	Payee Name		
PO #	Account #		Description	Amount
582248	26003092	Melanie A Serros		
	01-0000-260-0000-7330-5200-5550-0			51.43
			Warrant Total	\$51.43
			District Totals	38 Warrants for \$128,547.44

Fund Totals	Amount
01 - General Fund	\$123,372.44
11 - Adult Education	\$1,755.00
14 - Deferred Maintenance	\$3,420.00
Total	\$128,547.44

BOARD MEETING OF SEPTEMBER 27, 2011

HUMAN RESOURCES STAFFING LIST

CERTIFICATED LEAVES OF ABSENCE

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Elizabeth Matthews	Teacher	Sierra Vista	08/29/11-10/28/11	Personal Leave
2. Tiffany Casey	Teacher	Sierra Vista	09/14/11-10/11/11	Personal Leave
3. John Seybold	Teacher	MSHS	09/30/11, 10/03/11	Professional Leave (CTA Training)
4. Dan Okamura	Teacher	Various	01/13/12	Professional Leave (CTA Conference)
5. Dan Okamura	Teacher	Various	10/21/11, 01/27/12, 03/23/12	Professional Leave (CTA State Council)

CERTIFICATED SEPARATIONS

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Bonnie Day	Teacher	Special Services	09/06/11	Resignation

CERTIFICATED NEW POSITION

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. One 20% FTE position	Teacher	Desmond	2011/2012	New Position (General Funding)
2. One 60% FTE position	Teacher	Desmond	2011/2012	New Position (General Funding)
3. One 80% FTE position	Teacher	Desmond	2011/2012	New Position (General Funding)
4. One 46% FTE position	Teacher	Special Services	2011/2012	New Position (Special Ed. Funding)
5. One 100% FTE position	Teacher	Washington	2011/2012	New Position (General Funding)
6. One 100% FTE position	Teacher	Chavez	2011/2012	New Position (General Funding)

CERTIFICATED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Michael Varlas	TSA (46% FTE)	Eastin-Arcola HS	2011/2012	New Position (EIA/LEP-Title I Funding)
2. Rebecca Ibrahim	Teacher	MSHS	2011/2012	Replacement
3. Cathy Magnuson	Teacher (20% FTE)	MHS	2011/2012	Replacement
4. Kristin Odell	Teacher	Desmond	2011/2012	Increase from 60% FTE to 80% FTE
5. Audrey Iglar	TSA (46% FTE)	Millview	2011/2012	Replacement
6. Elaine Sumner	TSA (46% FTE)	Jefferson	2011/2012	Replacement
7. Kimberly Bojorquez	Teacher	Washington	2011/2012	New Position (General Funding)

CERTIFICATED OTHER

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

CLASSIFIED LEAVES OF ABSENCE

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Justification</u>
1. Norma Vega	Clerk I	Preschool	09/12/11-10/21/11	Personal Leave
2. Sylvia Mulherin	Secretary	Washington	09/30/11	Professional Leave (CSEA Training)

CLASSIFIED SEPARATIONS

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

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 full-time Limited Term position	Administrative Asst. III	Information/Technology	2011/2012	8.00	Limited Term position (7 months)

CLASSIFIED EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Effective Date(s)</u>	<u>Hours</u>	<u>Justification</u>
1. Susan Russell	Paraprofessional Aide - Special Needs	Special Services	2011/2012	6.00	Replacement
2. Monica Romero	Paraprofessional Aide - Special Needs	Special Services	2011/2012	3.50	Replacement
3. Connie Ornelas	Paraprofessional Aide - Special Needs	Special Services	2011/2012	3.50	Replacement
4. Dolores Espinoza	Paraprofessional Aide - Special Needs	Special Services	2011/2012	3.50	Replacement
5. Jaime Puente	Paraprofessional Aide - Special Needs	Special Services	2011/2012	3.50	Replacement
6. Patricia Praytor	Relief Bus Driver	Transportation	2011/2012	4.00	New Position (Transportation Funding)
7. Olimpia Martinez	Bus Driver	Transportation	2011/2012	4.25	Replacement
8. Cheryl Reyes	Relief Bus Driver	Transportation	2011/2012	4.00	New Position (Transportation Funding)
9. Margaret Lopez	Relief Bus Driver	Transportation	2011/2012	4.00	New Position (Transportation Funding)
10. Julie Willden	Relief Bus Driver	Transportation	2011/2012	4.00	New Position (Transportation Funding)
11. Rosalinda Herrera	Relief Bus Driver	Transportation	2011/2012	4.00	New Position (Transportation Funding)
12. Lynda Casteneda	Relief Bus Driver	Transportation	2011/2012	4.00	New Position (Transportation Funding)

CLASSIFIED OTHER

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

COACHES

1. See Attached List

Coaches List
Board Meeting
September 27, 2011

Last Name	First Name	Site	Sport	Year
Messner	Timothy	Howard	Boys Volleyball	2011/2012
Killion	Lisa	Howard	Girls Volleyball	2011/2012
Domoto	Jamie	Howard	Girls Volleyball	2011/2012
Cosgrove	Danny	Howard	Boys Volleyball	2011/2012
Burton	Andrea	Parkwood	Girls Volleyball	2011/2012
Gallegos	Saul	Parkwood	Boys Volleyball	2011/2012
Mesa	Susan	Alpha	Volleyball	2011/2012

**Madera Unified School District
Board of Trustees Meeting
Daily Field Trips out of Madera
September 27, 2011**

Date	School	Name	Field Trip – # Students	Location	Funding Source/ Cost	Vehicle Type
10/17/11	Eastin Arcola	Najarian /Morales	Cal-Safe students to Fresno Chaffee Zoo 30 students—11 adults	Fresno, CA	EA / Cal-Safe \$326	School Bus

**Madera Unified School District
Board of Trustees Meeting
Student Overnight or Out of State Field Trip Request
September 27, 2011**

Date	School	Name	Field Trip – # Students	Location	Cost	Funding	Vehicle Type
5/24/12 to 5/25/12	MHS / MSHS	Murrietta	Seniors to Grad Night Trip 540 Students—20 adults	Valencia, CA	\$3000 Transportation \$0 Lodging	Site ASB Funds	Charter Bus



AGENDA ITEM **MADERA UNIFIED SCHOOL DISTRICT**

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:

- | | | |
|--|---|---------------------------------------|
| <input type="checkbox"/> Communications | <input type="checkbox"/> Consent | <input type="checkbox"/> Old Business |
| <input checked="" type="checkbox"/> New Business | <input type="checkbox"/> Information/Reports: | |

For Meeting Date: **September 27, 2011**

Submitted by: **Deborah A. Wood, Associate Superintendent of Educational Services**
 Janet Grossnicklaus, Director of Curriculum, Instruction, & Assessment

This Item will help to achieve the District Mission by:

- ☒ Increasing student achievement
- ☐ Providing a safe and orderly learning environment
- ☒ Promoting a financially sound and effective organization

Board Agenda Item:

Request Adoption of Resolution No. 09-2011/12 for Textbook and Instructional Material Compliance & Certification of Provision of Sufficient Standards-Aligned Instructional Materials for Grades K-12.

Description of item:

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 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.

Resolution No. 09-2011/12
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 27, 2011 at 7:15 P.M., which is before the eighth week of school;

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

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

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each student has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, in mathematics, science, history-social science, and English/language arts, including the English language development component of an adopted program, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks for grades K-12, 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;

THEREFORE it is resolved that for the 2011-2012 school year, the Madera Unified School District has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS 27th day of September 2011, at a regular meeting, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

PRESIDENT, Board of Trustees
Madera Unified School District

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 27, 2011.

CLERK, Board of Trustees
Madera Unified School District

Madera Unified School District

Textbook and Instructional Materials Compliance Certification of Provision of Standards-Aligned Instructional Materials 2011-2012

The local governing board of the Madera Unified School District hereby certifies that as of this date, each student in the district, K-12, has been provided with a standards-aligned textbook or basic instructional materials which were approved by the California State Board of Education and the Madera Unified School District Board of Education in each of the following areas:

- Reading Language Arts K-12
- Mathematics K-12
- History Social Science K-12
- Science K-12
- Foreign Language 9-12
- Health 9-12

For students in K-8, the instructional materials were purchased from an approved standards-aligned state adoption list as required by CCT, Title 5, Section 9531. The local governing board certifies that students in these classes are provided with these materials within 24 months of the local adoption.

The local governing board of the Madera Unified School District adopts new standards aligned instructional materials for grades 9-12 on a per determined cycle each spring. The local governing board certifies that students in these classes are provided with these materials within 24 months of the local adoption.

The local governing board of Madera Unified School District certifies that it has provided each student in grades K-12 core textbooks or instructional materials listed on the attachments.

Certification of this textbook provision was approved by the Madera Unified School District governing board at a public meeting held on September 27, 2011.

Madera Unified School District
K-6 Textbook Core Materials
2011-2012

SBE - Approved Reading Language Arts/ELD

Grades K-5:

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

Grade 6:

- Publisher: Holt, Rinehart, and Winston **Board Approved: May 12, 2009**
Holt Literature and Language Arts, 2010

SBE - Approved Mathematics

Grades K-5:

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

Grade 6:

- Publisher: Holt, Rinehart, and Winston **Board Approved: April 22, 2008**
Holt California Mathematics, 2008 – Course 1

SBE – Approved History – Social Science

Grades K-5:

- Publisher: Pearson Scott Foresman **Board Approved: April 11, 2006**
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

Grade 6:

- Publisher: Holt, Rinehart, & Winston **Board Approved April 11, 2006**
Holt California Social Studies, 2006
World History, Ancient Civilizations, 2006

SBE – Approved Science

Grade K:

- Publisher: Houghton Mifflin **Board Approved April 24, 2007**
Houghton Mifflin California Science, 2007

Grades 1-5:

- Publisher: 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:

- Publisher: Holt, Rinehart, & Winston **Board Approved April 24, 2007**
Holt California Science: Earth Science, 2007

Madera Unified School District
7-8 Core Curriculum List
2011-2012

SBE - Adopted Reading Language Arts/ELD

Grades 7-8:

- Publisher: Holt, Rinehart, and Winston **Board Approved: May 12, 2009**
Holt Literature and Language Arts, 2010
Grade 7: Course 1
Grade 8: Course 2

SBE – Adopted Intervention Program for English Learners for RLA/ELD

Grades 7-8:

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

SBE approved Mathematics

Grades 7-8:

- Publisher: Holt, Rinehart, and Winston **Board Approved: April 22, 2008**
Holt California Mathematics, 2008 – Course 2 PreAlgebra
Holt California Mathematics, 2008 – Algebra I
- Glencoe/McGraw Hill **Board Approved: May 27, 2008**
California Algebra Readiness: Concepts, Skills, & Problem Solving, 2008
- Publisher: McDougal Littell **Board Approved: April 12, 2005**
McDougal Littell Geometry, 2004

SBE – Approved History-Social Science

Grade 7-8:

- Publisher: Holt, Rinehart & Winston **Board Approved: April 11, 2006**
Holt California Social Studies, 2006
Grade 7: World History, Medieval to Early Modern Times
Grade 8: US History, Independence to 1914

SBE – Approved Science

Grade 7-8:

- Publisher: Holt, Rinehart & Winston Board **Approved: April 24, 2007**
Holt California Science: Earth, Life, and Physical Science, 2007
Grade 7: Life Science
Grade 8: Physical Science

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
2011-2012

English Department

English I & Honors English I:

Title: Literature and Language 3rd Course, Holt, Rinehart, and Winston, 2003 (Adopted March 28, 2006)

English II & Honors English II:

Title: Literature and Language 4th Course, Holt, Rinehart, and Winston, 2003 (Adopted March 28, 2006)

English III:

Title: Literature and Language 5th Course, Holt, Rinehart, and Winston, 2003 (Adopted August 14, 2007)

English IV:

Title: Literature and Language 6th Course, Holt, Rinehart, and Winston, 2003 (Adopted May 27, 2008)

Expository Reading & Writing (EAP)

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

Title: 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:

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

AP Literature:

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

ELD I, II, & III Reading:

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

Mathematics Department:

Algebra Readiness:

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

Algebra I:

Title: California Algebra I, Holt, Rinehart and Winston, 2008 (Adopted April 22, 2008)

Integrated Mathematics I:

Title: Integrated Mathematics I, McDougal Littell, 2002 (Adopted May 26, 2009)

Geometry:

Title: Geometry, McDougal Littell, 2004 (Adopted April 12, 2005)

Algebra II:

Title: Algebra 2, McDougal Littell, 2007 (Adopted June 23, 2009)

Trigonometry:

Title: Trigonometry 8th, Prentice Hall, 2005 (Adopted June 13, 2006)

Precalculus:

Title: PreCalculus with Limits, 2nd Edition, Houghton Mifflin, 2011 (Adopted June 29, 2010)

AP Calculus AB/BC:

Title: Calculus of a Single Variable/Calculus with Analytical Geometry, 9th Edition
Brooks/Cole Cengage Learning, 2010 (Adopted June 29, 2010)

Social Science Department:

World History/Honors World History:

Title: Modern World History-Patterns of Interaction, (Adopted August 9, 2004)
McDougal Littell, 2006, Revised edition.

US History:

Title: The Americans-Reconstruction to the 21st Century, McDougal Littell, 2005 (Adopted April 12, 2005)

AP US History:

Title: The American Pageant – AP Placement Edition, Houghton Mifflin, 2006 (Adopted July 17, 2007)

Civics (American Government):

Title: United States Government: Democracy in Action, (Adopted May 27, 2008)
Glencoe/McGraw Hill, 2008

Economics:

Title: Economics: Principles in Action, Prentice Hall, 2007 (Adopted August 14 2007)

AP Psychology

Title: Psychology, 7th Edition, Prentice Hall, 2003 (Adopted March 25, 2003)

Sociology (Fall Semester):

Title: Sociology and You, Glencoe McGraw Hill, 2003 (Adopted March 25, 2003)

Psychology (Spring Semester):

Title: Invitation to Psychology, Prentice Hall, 2002 (Adopted March 25, 2003)

Science Department

Earth Science/Ag Earth Science:

Title: Earth Science, Prentice Hall, 2006 (Adopted June 14, 2011)

Biology 1:

Title: Biology, McDougal Littell, 2008 (Adopted August 14, 2007)

Chemistry/Honors Chemistry:

Title: Chemistry, Prentice Hall, 2005 (Adopted April 12, 2005)

Physical Science:

Title: Physical Science: Concepts in Action with Earth and Space Science, (Adopted August 14, 2007)
Prentice Hall, 2006

Anatomy:

Title: Mader's Understanding Human Anatomy & Physiology, 6th Edition, (Adopted August 14, 2007)
McGraw Hill, 2008

Honors Anatomy/AP Anatomy:

Title: Human Anatomy & Physiology, 7th Edition, Pearson, 2007 (Adopted July 17, 2007)

AP Biology:

Title: Biology, 7th Edition, Benjamin Cummings, 2005 (Adopted April 12, 2005)

AP Chemistry: Chemistry, 8th Edition, Brooks/Cole Cengage Learning, 2007 (Adopted March 12, 2002)

Honors Physics: Honors Physics, 6th Edition, Pearson Prentice Hall 2005 (Adopted May 14, 2006)

Foreign Language:**Spanish****Spanish I:**

Title: Expresate, Holt, Rinehart, & Winston, 2006

(Adopted April 12, 2005)

Spanish II:

Title: Expresate, Holt, Rinehart, & Winston, 2006

(Adopted April 12, 2005)

Spanish III:

Title: Expresate, Holt, Rinehart, & Winston, 2006

(Adopted July 17 2007)

Spanish ISS & IISS (Spanish Speakers):

Title: Nuestro Mundo , McDougal Littell, 2002

(Adopted March 9, 2004)

AP Spanish:

Title: La Lengua Que Heredamos, McDougal Littell, 2001

French**French I:**

Title: Accelerated French, Ashford Colour Press, 2002

(Adopted March 12, 2002)

French II:

Title: Discovering French, (Blanc), McDougal Littell, 2001

(Adopted March 12, 2002)

French III/IV:

Title: Discovering French (Rouge), McDougal Littell, 2001

(Adopted March 25, 2003)

Chinese

Chinese I: Integrated Chinese I, Cheng and Tsui, 2009

(Adopted June 29, 2009)

HEALTH:**Health:**

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



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

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:

- | | | |
|--|---|---------------------------------------|
| <input type="checkbox"/> Communications | <input type="checkbox"/> Consent | <input type="checkbox"/> Old Business |
| <input checked="" type="checkbox"/> New Business | <input type="checkbox"/> Information/Reports: | |

For Meeting Date: **September 27, 2011**

Submitted by: **Kelly Porterfield, Assoc. Superintendent of Business**
 Rosalind Cox, Director of Facilities Planning

This Item will help to achieve the District Mission by:

- ☒ Increasing student achievement
- ☒ Providing a safe and orderly learning environment
- ☒ Promoting a financially sound and effective organization

Board Agenda Item:

Request Adoption of Resolution No. 10-2011/2012 that approves the transaction between Madera Unified School District and Madera Redevelopment Agency for Madera High School's housing construction project.

Description of item:

Madera Unified will purchase property located at 308 South J Street for \$10,000 for the purpose of constructing a single-family home within the context of Madera High's construction skills class. Students will get hands-on experience in the building trades while contributing to the community's need for affordable housing. As part of this transaction, the Madera Redevelopment Agency will provide a financing loan for the construction of the home. This loan will be paid back when the District sells the completed house in the regular housing market.

Attached are Resolution No. 10-2011/2012, Exhibits A through E, and the project's construction cost estimate.

Financial impact:

The cost to purchase the property is \$10,000 and Fund 40 can be used. This cost will be reimbursed to the District once the District sells the home.

**BEFORE THE BOARD OF TRUSTEES OF THE
MADERA UNIFIED SCHOOL DISTRICT
MADERA COUNTY, CALIFORNIA**

In the Matter of The)	RESOLUTION NO. 10-2011/2012
Property Transaction With)	
The Madera Redevelopment)	
Agency.)	
_____)	

WHEREAS, in order to facilitate the acquisition of real property to use in the delivery of enhanced educational services to the District's students, the District has explored entering into a transaction with the Madera Redevelopment Agency ("Agency"); and

WHEREAS, the Agency administers a program whereby the District, as a "developer," acquires fee title to certain real property and constructs a single family home on said property through its high school building trades/construction skills classes, to be marketed as "affordable housing" and

WHEREAS, the transaction provides for the purchase and sale of certain real property and the Agency's financing of the construction of the single family home thereon; and

WHEREAS, the District believes that its acquisition of real property through the transaction with the Agency will be in the best interests of the District, in that the subject transaction with the Agency will enhance the hands-on experience for the high school construction skills classes; and

WHEREAS, the Governing Board has duly considered the transaction documents, attached hereto as Exhibits "A" through "E," which are the Disposition and Development

Agreement, Construction Loan Agreement, Promissory Note, Grant Deed, and Deed of Trust With Assignment of Rents, which documents are incorporated herein by this reference, and determines that it is in the best interest of the District to enter into said agreements and instruments; and

WHEREAS, the District has duly considered the requirements of the California Environmental Quality Act, Public Resources Code sections 21000 *et seq.* (“CEQA”), and the State CEQA Guidelines, Title 14, California Code of Regulations, sections 15000 *et seq.* (“CEQA Guidelines”) and, to the extent the transaction with the Agency constitutes a “Project” under the Act, the Governing Board has determined that such a “Project” as contemplated here is subject to one or more of the following: 1) the “common sense exemption” stated in CEQA Guidelines section 15061, subdivision (b)(3), which provides an exemption for “Projects” that will not have a significant impact on the environment, 2) CEQA Guidelines section 15303, which exempts from environment review the construction of one single-family residence, 3) the “statutory” exemptions stated in CEQA Guidelines sections 15267 and 15280, as applicable, which provide an exemption for the funding and development of lower-income and affordable housing, or 4) the “categorical” exemption stated in CEQA Guidelines section 15326, which provides an exemption for a public agency that implements a housing assistance plan.

NOW, THEREFORE, the Governing Board of the Madera Unified School District resolves as follows:

1. That the foregoing recitals are hereby approved and adopted;
2. That the transaction documents, as set forth herein as Exhibit “A” through Exhibit “E,” are approved and adopted;

3. That the Superintendent or designee are hereby authorized and directed to finalize and execute all transaction documents on behalf of the District and the Governing Board; and
4. That the Superintendent or designee are hereby authorized and directed to prepare any document or notice required to implement the Governing Board's determination that the subject transaction is exempt from the requirements of the California Environmental Quality Act.
5. That the District Superintendent or designee are hereby authorized to take any and all other steps necessary and/or required to fulfill the purpose and intent of this resolution.

The foregoing Resolution was passed and adopted at a regular meeting of the Board of Trustees of the Madera Unified School District on the 27th day of September, 2011, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President, Board of Trustees
Madera Unified School District
Madera County, California

I, _____, Clerk to the Board of Trustees of the Madera Unified School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Trustees at its meeting held on September 27, 2011.

Clerk, Board of Trustees
Madera Unified School District
Madera County, California

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Madera Redevelopment Agency
428 E. Yosemite Avenue
Madera, California 93638
Attn: Executive Director
(Recorder's fee waived per Govt. Code § 27383)

MAIL TAX STATEMENTS TO:

Madera Unified School District
1902 Howard Road
Madera CA 93637

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFIX DOCUMENTARY STAMP TAXES \$ _____ IN THIS SPACE

GRANT DEED

The MADERA REDEVELOPMENT AGENCY, a body corporate and politic of the State of California, herein called "Grantor," acting to carry out its policies regarding the development of housing affordable to very low, low and moderate income households grants to MADERA UNIFIED SCHOOL DISTRICT, herein called "Grantee," all that real property situated in the County of Madera, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTION

and hereinafter referred to as the "Property", subject however, to the following:

1. Easements of record;

2. The Disposition and Development Agreement executed by Grantor and Grantee, hereinafter referred to as the "Agreement"; and
3. Certain conditions, covenants, and restrictions as follows:
 - a. Grantee covenants and agrees for itself, and its successors and its assigns to or of the Property that the Grantee, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Property through the construction of the home and improvements thereon provided to be constructed in the Agreement and the offering to sell such home at a price affordable to persons and families of very low, low and moderate income. Such construction, improvements and offerings are hereinafter referred to as the "Improvements", and such construction and offerings to sell, shall in any event be completed within 1 year from such date. It is intended and agreed that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Grant Deed itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Grantor; said agreements and covenants shall be enforceable by the Madera Redevelopment Agency against the Grantee and its successors and assigns to or of the Property or any interest therein. Promptly after completion of the Improvements on the Property or portion of the property (lot or lots) in accordance with the provisions of the Agreement, Grantor will furnish Grantee with an appropriate instrument so certifying such completion. This certification shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in this Grant Deed with respect to the obligation of Grantee, and its successors and assigns to construct the Improvements on the Property or portion of the Property (lot or lots) so indicated and the dates for the beginning and completion thereof; provided that such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligations of the Grantor to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof.

Grantor shall also, as the Improvements are completed on such individual parts, lots or parcels of the Property which the Grantee is authorized to convey, upon proper completion of the Improvements relating to any such part, lot, or parcel, and provided the

Grantee is not in default with respect to any of its obligations under the Agreement, certify to the Grantee that such Improvements have been made in accordance with the provisions of the Agreement. Such certification shall mean and provide: (1) that any party purchasing such individual part, lot or parcel pursuant to the authorization contained in the Agreement shall not, because of such purchase or lease, incur any obligations with respect to the construction of the Improvements relating to such part, lot or parcel or to any other part or parcel of the Property, and (2) that neither the Grantor nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold or in the case of lease, with respect to the leasehold interest, any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the Property as a result of a default or breach of any provisions of the Agreement or this Grant Deed by the Grantee or any successor in interest or assign, unless:

- (i) such default or breach be by the purchaser or lessee, or any successor in interest to or assign of such individual part or parcel with respect to the covenants contained and referred to in Section 3(b) of this Grant Deed; and

- (ii) the right, remedy, or control related to such default or breach.

b. (1) The Grantee, herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that Grantee itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them shall:

- (i) Build one single family home and offer for sale such home at a price affordable to families of very low, low and moderate income, and sell each such home to persons who qualify as persons of very low, low to moderate income households; and

- (ii) Devote the Property to, and only to, and in accordance with, the uses specified in the General Plan, which may hereafter be amended and extended from time to time; and

- (iii) Not discriminate upon the basis of race, color, religion, sex, marital status, national origin, or ancestry in the sale, lease or rental or in the use or occupancy of the Property or any Improvements erected or to be erected thereon, or any part thereof; and

- (iv) Not effect or execute any agreement, lease, conveyance, or other

instrument whereby sale, lease, occupancy or use of the Property or any part thereof is restricted upon the basis of race, color, religion, sex, marital status, national origin, or ancestry; and

(v) Not discriminate against, or segregate, any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Grantee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed; and

(vi) Comply with all applicable federal, state and local laws, in effect from time to time prohibiting discrimination or segregation by reason of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, or occupancy of the Property; and

(vii) Comply with regulations issued by the secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

(2) It is intended and agreed that the agreements and covenants provided in this subsection 3(b) shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as specifically provided in this Grant Deed, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, Grantor, its successors and assigns, the City of Madera, the Agency, any successor in interest to the Property or any part thereof, its successors and assigns and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

It is further intended and agreed that the agreement and covenants provided in clauses 3(b)(1)(i), (ii), (iii), (iv), (v), (vi) and (vii) shall remain in effect without limitations as to time; provided, that such agreements and covenants shall be binding on Grantee itself, each successor in interest to the Property, and every part thereof, and each party in possession or

interest and assigns in the Property and the revesting of title thereto in the Grantor, provided that any delay by the Grantor in instituting or prosecuting any such actions, suits or proceedings, taking any such steps, or otherwise asserting its rights under this Grant Deed shall not be a waiver of such rights or deprive Grantor of or limit such rights in any way, it being the intent of this provision that Grantor should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this paragraph 3(c)(2) because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved, nor shall any waiver by Grantor with respect to any specific default by Grantee under this subsection 3(c) be a waiver of the rights of Grantor with respect to any other defaults by Grantee under this Grant Deed or with respect to the particular default except to the extent specifically waived in writing.

WITNESS the hands of the officers of Grantor and Grantee, attested by the official and corporate seals thereof this _____ day of _____, 2011.

MADERA REDEVELOPMENT AGENCY

By: _____
Robert L. Poythress, Chairperson

MADERA UNIFIED SCHOOL
DISTRICT

By: _____

Title

APPROVED AS TO FORM:

By: _____
J. Brent Richardson, Acting General
Counsel

ATTEST:

By: _____
Sandi Brown, Agency Secretary

RESOLUTION NO. MRA

RESOLUTION OF THE MADERA REDEVELOPMENT AGENCY APPROVING DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF ONE SINGLE FAMILY HOME TO BE BUILT BY MADERA UNIFIED SCHOOL DISTRICT AT 308 SOUTH 'J' STREET WHICH IS TO BE AFFORDABLE TO PERSONS AND HOUSEHOLDS OF VERY LOW, LOW AND/OR MODERATE INCOME AND AUTHORIZING THE CHAIRPERSON TO EXECUTE THE DOCUMENTS ON BEHALF OF THE AGENCY

WHEREAS, The Madera Redevelopment Agency was established in accordance with Ordinance No. 390 C.S. pursuant to the Community Redevelopment Law, California Health and Safety Code Sections 33000 *et seq.* (the "CRL"); and

WHEREAS, pursuant to the CRL, the Madera Redevelopment Agency (the "Agency") is a body corporate and politic; and

WHEREAS, the CRL authorizes the Madera Redevelopment Agency to assist in the creation of housing which is affordable to persons and households of very low, low and moderate income (Affordable Housing) within the jurisdiction of the Madera Redevelopment Area; and

WHEREAS, DMP DEVELOPMENT CORPORATION, INC., has applied to purchase property from the Agency for the construction of one single family Affordable Housing unit in Southeast Madera on the properties at 308 South 'J' Street (the "Project"); and

WHEREAS, a Disposition and Development Agreement (the "Agreement") for this project is necessary to carry the project forward and the form of such Agreement has been prepared and is on file in the Office of the Madera Redevelopment Agency; and

WHEREAS, the purpose of the Agreement is to effectuate the Redevelopment Plan (the "Plan"); and

WHEREAS, the Agreement is in the best interest of the Developer and Agency in that it

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Madera Redevelopment Agency
428 East Yosemite Avenue
Madera, CA 93638

Loan No. _____

Space above this line for Recorder's use only.

(No Fee Pursuant to Govt. Code § 27383)

CONSTRUCTION LOAN AGREEMENT

THIS CONSTRUCTION LOAN AGREEMENT between Madera Unified School District, ("Borrower") and Madera Redevelopment Agency, a public body corporate and politic ("Agency") is made and executed on the following terms and conditions. Borrower has applied for loans in the total principal amount of U.S. \$100,000.00 per lot/house not to exceed \$100,000.00 total, in order to construct the Improvements on the Real Property described below. Agency is willing to lend the loan amount to Borrower solely under the terms and conditions specified in this Agreement and in the Related Documents, to each of which Borrower agrees. Borrower understands and agrees that: (a) in granting, renewing, or extending any Loan, Agency is relying upon Borrower's representations, warranties and agreements as set forth in this Agreement, and (b) all such Loans shall be and remain subject to the following terms and conditions of this Agreement.

1.0 TERM. This Agreement shall be effective as of June ____, 2011, and shall continue thereafter until all Indebtedness has been paid in full and all other obligations of Borrower hereunder have been performed in full and the parties terminate this Agreement in writing.

2.0 DEFINITIONS. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

2.1 Agreement. The word "Agreement" means the Construction Loan Agreement, as this Construction Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached in this Construction Loan Agreement from time to time.

2.2 Architecture Contract. The words "Architecture Contract" mean the architect's contract relating to the Project, if any.

2.3 Borrower. The words "Borrower" or "Developer" are interchangeable and mean each and every person or entity signing the Note without limitation.

2.4 Collateral. The word "Collateral" means and includes without limitation all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract,

or otherwise.

2.5 Commencement Date. The words "Commencement Date" shall mean August 30, 2011.

2.6 Completion Date. The words "Completion Date" shall mean August 30, 2012.

2.7 Construction Contract. The words "Construction Contract" mean and include the contract between Borrower and the general contractor for the Project, if any, (General Contractor), and any subcontracts with subcontractors, materialmen, laborers, or any other person or entity for performance of work on the project or the delivery of materials to the Project.

2.8 Event of Default. The words "Event of Default" shall mean and include any of the Events of Default set forth below in the section titled "Events of Default."

2.9 Grantor. The word "Grantor" means and includes each and all of the persons or entities granting a Security Interest in any Collateral for the Indebtedness, including without limitation, all Borrowers granting such a Security Interest.

2.10 Guarantor. The word "Guarantor" means and includes without limitation all guarantors, sureties, and accommodation parties, if any.

2.11 Improvements. The word "Improvements" means and includes without limitation all existing and future buildings, structures, facilities, fixtures, additions, and similar construction on the Property.

2.12 Indebtedness. The word "Indebtedness" means and includes without limitation all Loans, together with all other obligations, debts and liabilities of Borrower to Agency, or any one or more of them, as well as all claims by Agency against Borrower, or any one or more of them; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be obligated as a grantor, surety, or otherwise; whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations; and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

2.13 Agency. The word "Agency" means Madera Redevelopment Agency, its successors and assigns.

2.14 Loan. The word "Loan" means the loan made to borrower under this Agreement together with any equity funds or other deposits required from Borrower under this Agreement.

2.15 Loan Fund. The words "Loan Fund" shall mean and refer to the undisbursed proceeds of the Loan under this Agreement together with any equity funds or other deposits required from Borrower under this Agreement.

2.16 Note. The word "Note" means the promissory note or credit agreement dated _____, 2011, in the original principal amount of \$100,000.00 per lot/house, not to exceed \$100,000.00 total from Borrower to Agency, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement.

2.17 "Persons and households of very low, low and moderate income," and "lower income households," shall have those meanings as presently set forth and amended from time to time in California Health and Safety Code Sections 50079.5 and 50093 and such meanings shall apply to this Agreement.

2.18 Plans and Specifications. The words "Plans and Specifications" mean the plans and specifications for the Project which have been submitted to and initialed by Agency, together with such changes and additions as may be approved by Agency in writing.

2.19 Project. The word "Project" means the construction and completion of all Improvements contemplated by this Agreement, including without limitation the erection of the buildings or structures, installation of equipment and fixtures, landscaping, and all other work necessary to make the Property usable and complete for the intended purposes. The Project

includes the following work:

The construction of one single family residence upon each lot located on the Real Property described herein including front yard landscaping and the obtaining of a certificate of occupancy for each such residence.

2.20 Project Documents. The words "Project Documents" mean the Plans and Specifications, all studies, data and drawings relating to the Project, whether prepared by or for Borrower, the Construction Contract, the Architecture Contract, and all other contracts and agreements relating to the Project or the construction of the improvements.

2.21 Property. The word "Property" means the Real Property together with all Improvements, all equipment, fixtures, and other articles of personal property now or subsequently attached or affixed to the real property, together with all accessions, parts and additions to, all replacements of, and all substitutions for any of such property, and all proceeds (including insurance proceeds and refunds of premiums) from any sale or other disposition of such property.

2.22 Real Property. The words "Real Property" shall mean and refer to the real property located in Madera County, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTION

2.23 Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness on the Property.

2.24 Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest in the Property.

2.25 Security Interest. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

2.26 Value. The word "Value" means such amount or worth as defined and determined by Agency in its sole discretion unless agreed to the contrary by Agency in writing.

3.0 LOAN. The Loan shall be in an amount not to exceed the principal sum of U.S. \$100,000.00 per lot/house or \$100,000.00 total and shall bear interest on so much of the principal sum as shall be advanced pursuant to the terms of this Agreement and the Related Documents. The Loan shall bear interest on each Advance from the date of the Advance in accordance with the terms of the Note. Borrower shall use the Loan Funds solely for the payment of (a) the costs of constructing the Improvements and equipping the Project in accordance with the Plans; (b) other costs and expenses incurred or to be incurred in connection with the construction of the Improvements as Agency in its sole discretion shall approve; and (c) if permitted by Agency, interest due under the Note, including all expenses and all loan and commitment fees described in this Agreement. The Loan amount shall be subject at all times to all maximum limits and conditions set forth in this Agreement or in any of the Related Documents, including without limitation, any limits relating to loan to value ratios and acquisition and Project costs.

4.0 FEES AND EXPENSES. Borrower shall assume and pay upon demand all out-of-pocket expenses incurred by Agency in connection with the preparation of loan documents and the making of the Loan, including without limitation the following: (a) all closing costs, fees, and disbursements; and (b) all title examination fees, title insurance premiums, appraisal fees, survey costs, required fees, and filing and recording fees.

5.0 NO CONSTRUCTION PRIOR TO RECORDING OF SECURITY DOCUMENT. Borrower will not permit any work or materials to be furnished in connection with the Project until (a) Borrower has signed the Related Documents; (b) Agency's mortgage or deed of trust and other Security Interests in the Property have been duly recorded and perfected; and (c) Agency has been provided

evidence, satisfactory to Agency, that Borrower has obtained all insurance required under this Agreement or any Related Agreement and that Agency's liens on the Property and Improvements are valid perfected first liens, subject only to such exceptions, if any, acceptable to Agency.

6.0 REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Agency as of the date of this Agreement and as of the date of each disbursement of Loan proceeds:

6.1 Organization. Borrower is a School District which is duly organized, validly existing, and in good standing under the laws of the state of Borrower's organization.

6.2 Authorization. The execution, delivery, and performance of this Agreement by Borrower, to the extent to be executed, delivered or performed by Borrower, have been duly authorized by all necessary action by Borrower; do not require the consent or approval of any other person, regulatory authority or governmental body; and do not conflict with, result in a violation of, or constitute a default under (a) any provision of a partnership agreement, or any agreement or other instrument binding upon Borrower or (b) any law, governmental regulation, court decree, or order applicable to Borrower.

6.3 Financial Information. Each financial statement of Borrower supplied to Agency truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Agency. Borrower has no material contingent obligations except as disclosed in such financial statements.

6.4 Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Agency in writing.

6.5 Title to Property. Borrower has, or on the date of first disbursement of loan proceeds will have, good and marketable title to the Property free and clear of all defects, liens, and encumbrances, excepting only liens for taxes, assessments, or governmental charges or levies not yet delinquent or payable without penalty or interest, and such liens and encumbrances as may be approved in writing by the Agency.

6.6 Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Agreement, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health & Safety Code, Section 25100, et seq., or other applicable state or Federal laws, rules or regulations adopted pursuant to any of the foregoing. Except as disclosed to and acknowledged by Agency in writing, Borrower represents and warrants that: (a) During the period of Borrower's ownership of the properties, there has been no use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any person on, under, or about any of the properties. (b) Borrower has no knowledge of, or reason to believe that there has been (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of any of the properties, or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters. (c) Neither Borrower nor any tenant, contractor, agent or any other authorized user of any of the properties shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about any of the properties, and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation those laws, regulations and ordinances described above. Borrower authorizes Agency and its agents to enter upon the properties to make such inspections and tests as Agency may deem appropriate to determine compliance of the properties with this section of the Agreement. Any inspections or tests made by Agency shall be at Borrower's expense and for Agency's purposes only and shall not be construed to create any responsibility or liability of or on the part of Agency to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the properties for hazardous waste. Borrower hereby (a) releases and waives any future claims against Agency for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Agency against any and all claims, losses, liabilities, damages,

penalties, and expenses which Agency may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Borrower's ownership or interest in the properties, whether or not the same was or should have been known to Borrower. The provisions of this section of the Agreement, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction of this Agreement and shall not be affected by Agency's acquisition of any of the properties, whether by foreclosure or otherwise.

6.7 Project Costs. The total cost for the Project shall not exceed \$100,000.00 per lot. The Project costs are true and accurate estimates of the costs necessary to complete the Improvements in a good and workmanlike manner according to the Plans and Specifications presented by Borrower to Agency, and Borrower shall take all steps necessary to prevent the actual cost of the Improvements from exceeding the Project costs.

6.8 Utility Services. All utility services appropriate to the use of the Project after completion of construction are available at the boundaries of the Property.

6.9 Access. The Property is contiguous to publicly dedicated streets, roads, or highways providing access to the Property.

6.10 Assessment of Property. The Property is and will continue to be assessed and taxed as an independent parcel by all governmental authorities.

6.11 Compliance with Governing Authorities. Borrower has examined and is familiar with all the easements, covenants, conditions, restrictions, reservations, building laws, regulations, zoning ordinances, and federal, state, and local requirements affecting the Project. The Project will at all times and in all respects conform to and comply with the requirements of such easements, covenants, conditions, restrictions, reservations, building laws, regulations, zoning ordinances, and federal, state, and local requirements.

6.12 Legal Effect. This Agreement constitutes, and any instrument or agreement required hereunder to be given by Borrower when delivered will constitute, legal, valid and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

6.13 Binding Effect. This Agreement, the Note and all Security Agreements directly or indirectly securing repayment of Borrower's Loan and Note are binding upon Borrower as well as upon Borrower's successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

6.14 Survival of Representation and Warranties. Borrower understands and agrees that Agency is relying upon the above representations and warranties in making the above referenced Loan to Borrower. Borrower further agrees that Agency is relying upon the above representations and warranties in making the above referenced Loan to Borrower. Borrower further agrees that the foregoing representations and warranties shall be continuing in nature and shall remain in full force and effect until such time as Borrower's Loan and Note shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

7.0 CONDITIONS PRECEDENT TO EACH ADVANCE. Agency's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Agency's satisfaction of all of the conditions set forth in this Agreement.

7.1 Special Conditions to Initial Advance. RECORDATION OF DEED OF TRUST.

7.2 Approval of Contractors, Subcontractors, and Materialmen. Agency shall have approved a list of all contractors employed in connection with the construction of the Improvements, showing the name, address, and telephone number of each contractor, a general description of the nature of the work to be done, the labor and materials to be supplied, the names of materialmen, if known, and the approximate dollar value of the labor, work, or materials with respect to each contractor or materialman. Agency shall have the right to communicate with any person to verify the facts disclosed by the list or by any application for any Advance, or for any other purpose.

7.3 Plans, Specifications, and permits. Agency shall have received and accepted a complete set of Plans and Specifications setting

forth all Improvements for the Project, and Borrower shall have furnished to Agency copies of all permits and requisite approvals of any governmental body necessary for the construction and use of the Project.

7.4 Architecture and Construction Contracts. Borrower shall have furnished in form and substance satisfactory to Agency an executed copy of the Architecture Contract and an executed copy of the Construction Contract.

7.5 Budget and Schedule of Estimated Advances. Agency shall have approved detailed budget and cash flow projections of total Project costs and a schedule of the estimated amount and time of disbursements of each Advance.

7.6 Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Agency properly certified resolutions, duly authorizing the execution and delivery of the Loan documents, and the consummation of the Project, and such other authorizations and other documents as Agency in its sole discretion may require.

7.7 Bond. If requested by Agency, Borrower shall have furnished a performance and payment bond in an amount equal to 100% of the amount of the Construction Contract, as well as materialmen's and mechanic's payment bond, with such riders and supplements as Agency may require, each in form and substance satisfactory to Agency, naming the General Contractor as principal and Agency as an additional obligee. Any required bonds and the contracts which they cover must be duly recorded or filed in accordance with California Civil Code Section 3235, if required by Agency.

7.8 Appraisal. If requested by Agency, Borrower shall have furnished to Agency, at Borrower's expense, an appraisal of the Property prepared by an appraiser satisfactory to Agency and in form and substance satisfactory to Agency in its sole discretion. Should Agency require Appraisal, the limitation of selling price listed herein shall be increased by the cost of such Appraisal.

7.9 Plans and Specifications. If requested by Agency, Borrower shall have assigned to Agency on Agency's forms the Plans and Specifications for the Project.

7.10 Environmental Report. If requested by Agency, Borrower shall have furnished to Agency at Borrower's expense, an environmental report and certificate on the Property in form and substance satisfactory to Agency, prepared by an engineer or other expert satisfactory to Agency stating that the Property complies with all applicable provisions and requirements of the "Hazardous Substances" paragraph set forth below.

7.11 Zoning. Borrower shall have furnished evidence satisfactory to Agency that the Property is duly and validly zoned for the construction, maintenance, and operation of the Project. A duly authorized building permit shall constitute such evidence.

7.12 Title Insurance. Borrower shall have provided to Agency an ALTA Agency's extended coverage policy of title insurance with such endorsements as Agency may require, issued by a title insurance company acceptable to Agency and in a form, amount, and content satisfactory to Agency, insuring or agreeing to insure that Agency's Mortgage or Deed of Trust on the Property is or will be upon recordation a valid first lien on the Property free and clear of all defects, liens and encumbrances, and exceptions except those as specifically accepted by Agency in writing. If requested by Agency, Borrower shall provide to Agency, at Borrower's expense, a foundation endorsement (CLTA 102.5 or its equivalent) to the title policy upon the completion of each foundation for the Improvements, showing no encroachments, and upon completion an endorsement which insures the lien-free completion of the Improvements (CLTA 101 series, as required by Agency). Specifically, Borrower shall provide to Agency the following title insurance endorsements: 102.5, 101.2, 111.5.

7.13 Insurance. Unless waived by Agency in writing, Borrower shall have delivered to Agency the following insurance policies or evidence thereof: (a) an all risks course of construction insurance policy (builder's risk), with extended coverage covering the Improvements issued in an amount and by a company acceptable to Agency, containing a loss payable or other endorsement satisfactory to Agency insuring Agency as mortgagee, together with such other endorsements as may be required by Agency, including stipulations that coverage will not be canceled or diminished without at least ten (10) days' prior written notice to Agency; (b) owners and General Contractor general liability insurance, public liability and workmen's compensation insurance; (c) flood insurance if required by Agency or applicable law; and (d) all other insurance required by this Agreement or by the Related Documents.

7.14 Worker's Compensation Coverage. Provide to Agency proof of the General Contractor's compliance with all applicable worker's

compensation laws and regulations with regard to all work performed on the Project.

7.15 Payment of Fees and Expenses. Borrower shall have paid to Agency all expenses specified in this Agreement as are then due and payable.

7.16 Satisfactory Construction. All work usually done at the stage of construction for which disbursement is requested shall have been done in a good and workmanlike manner and all materials and fixtures usually furnished and installed at that stage of construction shall have been furnished and installed, all in compliance with the Plans and Specifications. Borrower shall also have furnished to Agency such proofs as Agency may require to establish the progress of the work, compliance with applicable laws, freedom of the Property from liens, and the basis for the requested disbursement.

7.17 Certification. Borrower shall have furnished to Agency a certification by an engineer, architect, or other qualified inspector acceptable to Agency that the construction of the Improvements has complied and will continue to comply with all applicable statutes, ordinances, codes, regulations, and similar requirements. City building inspector certificate shall satisfy this requirement.

7.18 Lien Waivers. Borrower shall have obtained and attached to each application for an Advance to cover final payment to the General Contractor, executed acknowledgments of payments of all sums due and releases of mechanic's and materialmen's liens, satisfactory to Agency, from any party having lien rights, which acknowledgments of payment and releases of liens shall cover all work, labor, equipment, materials done, supplied, performed, or furnished prior to such application for an advance.

7.19 Lack of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement.

8.0 DISBURSEMENT OF LOAN PROCEEDS. The following provisions relate to the disbursement of funds from the Loan Fund.

8.1 Application for Advances. Borrower shall apply for Advances from the Loan Fund according to the following disbursement schedule: FIVE DRAW PAYMENT PLAN PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

8.2 Each application shall be stated on a standard AIA payment request form or other form approved by Agency, executed by Borrower, and supported by such evidence as Agency shall reasonably require. Borrower shall apply only for disbursement with respect to work actually done by the General Contractor and for materials and equipment actually incorporated into the Project. Each application for an Advance shall be deemed a certification of Borrower that as of the date of such application, all representations and warranties contained in the Agreement are true and correct, and that Borrower is in compliance with all of the provisions of this Agreement.

8.3 Loan to Value. Unless waived by Agency in writing, the ratio of the amount of the Loan to the Value of the Property as completed shall not exceed 80%. The term "Value" as used herein shall be defined by Agency in its sole discretion unless agreed to the contrary by Agency in writing.

8.4 Payments. At the sole option of Agency, Advances may be paid on the joint names of Borrower and the General Contractor, subcontractor(s), or supplier(s) in payment sums due under any Construction Contract. At its sole option, Agency may directly pay the General Contractor and any subcontractors or other parties the sums due under any Construction Contract. Borrower appoints Agency as its attorney-in-fact to make such payments. This power shall be deemed to be coupled with an interest, shall be irrevocable, and shall survive an Event of Default under this Agreement.

8.5 Projected Cost Overruns. If Agency at any time determines in its sole discretion that the amount in the Loan Fund is insufficient, or will be insufficient, to complete fully and to pay for the Project, then within ten (10) days after receipt of a written request from Agency, Borrower shall deposit in the Loan Fund an amount equal to the deficiency as determined by Agency. The judgment and determination of Agency under this section shall be final and conclusive. Any such amounts deposited by Borrower shall be disbursed prior to any Loan proceeds.

8.6 Final Payment to General Contractor. Upon completion of the Project and fulfillment of any Construction Contract to the satisfaction of Agency and provided sufficient Loan Funds are available, Agency shall make an Advance to cover the final payment due to the General Contractor upon delivery to Agency of endorsements to the ALTA title insurance policy following the posting of

the completion notice, as provided under applicable law. Construction shall not be deemed complete for purposes of final disbursement unless and until Agency shall have received all of the following:

- (a) Evidence satisfactory to Agency that all work under any Construction Contract requiring inspection by any governmental authority with jurisdiction has been duly inspected and approved by such authority, that a certificate of occupancy has been issued, and that all parties performing work have been paid, or will be paid, for such work;
- (b) A certification by an engineer, architect, or other qualified inspector acceptable to Agency that the Improvements have been completed substantially in accordance with the Plans and Specifications and any Construction Contract, that direct connection has been made to all utilities set forth in the Plans and Specifications, and that the Project is ready for occupancy; and
- (c) Acceptance of the completed Improvements by Agency and Borrower.

8.7 Construction Default. If Borrower fails in any respect to comply with the provisions of this Agreement or if construction ceases before completion regardless of the reason, Agency, at its option, may refuse to make further Advances, may accelerate the indebtedness under the terms of the Note, and without thereby impairing any of its rights, powers or privileges, may enter into possession of the construction site and perform or cause to be performed any and all work and labor necessary to complete the improvements, substantially in accordance with the Plans and Specifications.

8.8 Damage or Destruction. If any of the Property or Improvements is damaged or destroyed by casualty of any nature, within sixty (60) days thereafter, Borrower shall restore the Property and Improvements to the condition in which they were before such damage or destruction with funds other than those in the Loan Fund. Agency shall not be obligated to make disbursements under this Agreement until such restoration has been accomplished.

8.9 Right to Advance Funds. When any event occurs that Agency determines may endanger completion of the Project or the fulfillment of any condition or covenant in this Agreement, Agency may require Borrower to furnish, within ten (10) days after delivery of a written request, adequate security to eliminate, reduce, or indemnify Agency against, such danger. In addition, upon such occurrence, Agency in its sole discretion may advance funds or agree to undertake to advance funds to any party to eliminate, reduce, or indemnify Agency against, such danger or to complete the Project. All sums paid by Agency pursuant to such agreements or undertakings shall be for Borrower's account and shall be without prejudice to Borrower's rights, if any, to receive such funds from the party to whom paid. All sums expended by Agency in the exercise of its option to complete the Project or protect Agency's interests shall be payable to Agency on demand together with interest from the date of the Advance at the rate applicable to the Loan. In addition, any Advance of funds under this Agreement, including without limitation direct disbursements to the General Contractor or other parties in payment of sums due under any Construction Contract, shall be deemed to have been expended by or on behalf of Borrower and to have been secured by Agency's Mortgage or Deed of Trust, if any, on the Property.

9.0 LIMITATION OF RESPONSIBILITY. The making of any Advance by Agency shall not constitute or be interpreted as either (a) an approval or acceptance by Agency of the work done through the date of the Advance, or (b) a representation or indemnity by Agency to any party against any deficiency or defect in the work or against any breach of any contract. Inspections and approvals of the Plans and Specifications, the Improvements, the workmanship and materials used in the Improvements, and the exercise of any other right of inspection, approval or inquiry granted to Agency in this Agreement are acknowledged to be solely for the protection of Agency's interests, and under no circumstances shall they be construed to impose any responsibility or liability of any nature whatsoever on Agency to any party. Neither Borrower nor any contractor, subcontractor, materialman, laborer, or any other person shall rely, or have any right to rely, upon Agency's determination of the appropriateness of any Advance. No disbursement or approval by Agency shall constitute a representation by Agency as to the nature of the Project, its construction, or its intended use for Borrower or for any other person, nor shall it constitute an indemnity by Agency to Borrower or to any other person against any deficiency or defects in the Project or against any breach of any contract.

10.0 AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Agency that, while this Agreement is in effect, Borrower will:

10.1 Litigation. Properly inform Agency in writing of (a) all material adverse changes in Borrower's financial condition, and (b) all litigation and claims and all threatened litigation and claims affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

10.2 Financial Records. Maintain its books and records in accordance with generally accepted accounting principles, applied on a consistent basis, and permit Agency to examine and audit Borrower's books and records at all reasonable times.

10.3 Additional Information. Furnish such additional information and statements, lists of assets and liabilities, aging of receivables and payables, inventory schedules, budgets, forecasts, tax returns, and other reports with respect to Borrower's financial condition and business operations as Agency may request from time to time.

10.4 Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans with Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Agency in writing prior to doing so and so long as, in Agency's sole opinion, Agency's interests in the Property are not jeopardized. Agency may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Agency, to protect Agency's interest.

10.5 Construction of the Project. Commence construction of the Project no later than August 30, 2011, and cause the Improvements to be constructed and equipped in a diligent and orderly manner and in strict accordance with the Plans and Specifications approved by Agency, any Construction Contract, and all applicable laws, ordinances, codes, regulations, and rights of adjoining or concurrent property owners. Borrower agrees to complete the Project for purposes of final payment to the General Contractor on or before August 30, 2012, regardless of the reason for any delay.

10.6 Loan Proceeds. Use the Loan Funds solely for payment of bills and expenses directly related to the Project.

10.7 Defects. Upon demand of Agency, promptly correct any defect in the Improvements or any departure from the Plans and Specifications not approved by Agency before further work shall be done upon the portion of the Improvements affected.

10.8 Project Claims and Litigation. Promptly inform Agency of (a) all material adverse changes in the financial condition of the General Contractor; (b) any litigation and claims, actual or threatened, affecting the Project or the General Contractor, which could materially affect the successful completion of the Project or the ability of the General Contractor to complete the Project as agreed; and (c) any condition or event which constitutes a breach or default under any of the Related Documents or any contract related to the Project.

10.9 Payment of Claims and Removal of Liens. (a) Cause all claims for labor done and materials and services furnished in connection with the Improvements to be fully paid and discharged in a timely manner, (b) diligently file or procure the filing of a valid notice of completion of the Improvements, or such comparable document as may be permitted under applicable lien laws, (c) diligently file or procure the filing of a notice of cessation, or such comparable document as may be permitted under applicable lien laws, upon the happening of cessation of labor on the Improvements for a continuous period of thirty (30) days or more, and (d) take all reasonable steps necessary to remove all claims of liens against the Property, the Improvements or any part of the Property or Improvements, or any rights or interests appurtenant to the Property or Improvements. Upon Agency's request, Borrower shall make such demands or claims upon or against laborers, materialmen, subcontractors, or other persons who have furnished or claim to have furnished labor, services, or materials in connection with the Improvements, which demands or claims shall, under the laws of the State of California require diligent assertions of lien claims upon penalty of loss or waiver thereof. Borrower shall, within ten (10) days after the filing of any claim of lien that is disputed or contested by Borrower, record or cause the General Contractor for the construction of the Improvements to record in the Office of the Madera County Recorder, a surety bond pursuant to California law sufficient to release the claim of lien and, within five (5) days of Agency's demand, make suitable provision by deposit of funds with Agency in an amount satisfactory to Agency or by bond satisfactory to Agency for the possibility that the contest will be unsuccessful. If Borrower fails to remove any lien on the Property or Improvements or provide a bond or deposit pursuant to this provision, Agency may pay such lien, or may contest the validity of the lien, and Borrower shall pay all costs and expenses of such contest, including Agency's reasonable attorneys' fees.

10.10 Taxes and Claims. Pay and discharge when due all of Borrower's indebtedness, obligations, and claims that, if unpaid, might become a lien or charge upon the Property or Improvements; provided, however, that Borrower shall not be required to pay and discharge any such indebtedness, obligation, or claim so long as (a) its legality shall be contested in good faith by appropriate proceedings, (b) the indebtedness, obligation, or claim does not become a lien or charge upon the Property or Improvements, and (c)

Borrower shall have established on its books adequate reserves with respect to the amount contested in accordance with generally accepted accounting practices. If the indebtedness, obligation, or claim does not become a lien or charge upon the Property or Improvements, Borrower shall remove the lien or charge as provided in the preceding paragraph.

10.11 Performance. Perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Borrower and Agency, and in all other loan agreements now or hereafter existing between Borrower and any other party. Borrower shall notify Agency immediately in writing of any default in connection with any agreement.

10.12 Additional Assurances. Make, execute, and deliver to Agency such Security Agreements, instruments, documents, and other agreements reasonably necessary to document and secure the Loan and to perfect Agency's Security Interests in the Property and Improvements.

11.0 NEGATIVE COVENANTS. Borrower covenants and agrees with Agency that while this Agreement is in effect, Borrower shall not, without the prior written consent of Agency:

11.1 Indebtedness and Liens. (a) Except for trade incurred in the normal course of business and indebtedness to Agency contemplated by this Agreement, create, incur, or assume indebtedness for borrowed money, including capital leases, (b) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets, or (c) sell with recourse any of Borrower's accounts, except to Agency.

11.2 Continuity of Operations. (a) Engage in any business activities substantially different than those in which Borrower is presently engaged, or (b) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change ownership, dissolve or transfer or sell Collateral out of the ordinary course of business.

11.3 Loans, Acquisitions and Guaranties. (a) Loan, invest in or advance money or assets, (b) purchase, create or acquire any interest in any other enterprise or entity, or (c) incur any obligation as surety or guarantor other than in the ordinary course of business.

11.4 Modification of Contract. Make or permit to be made any modification of any Construction Contract.

11.5 Liens. Create or allow to be created any lien or charge upon the Property or the Improvements.

12.0 GENERAL PROJECT PROVISIONS. The following provisions relate to the construction and completion of the Project:

12.1 Change Orders. All requests for changes in the Plans and Specifications, other than minor changes involving no extra cost, must be in writing, signed by Borrower, and delivered to Agency for its approval. Borrower will not permit the performance of any work pursuant to any change order or modification of any Construction Contract without the written approval of Agency. Borrower will obtain any required permits or authorizations from governmental authorities having jurisdiction before approving or requesting a new change order.

12.2 Purchase of Materials; Conditional Sales Contracts. No materials, equipment, fixtures, or articles of personal property placed in or incorporated into the Project shall be purchased or installed under any Security Agreement or other agreement whereby the seller reserves or purports to reserve title to the right of removal or repossession or the right to consider such items as personal property after their incorporation into the Project, unless otherwise authorized by Agency in writing.

12.3 Agency's Right of Entry and Inspection. Agency and its agent shall have at all times the right of entry and free access to the Property and the right to inspect all work done, labor performed, and materials furnished with respect to the Project. Agency shall have unrestricted access to and the right to copy all records, accounting books, contracts, subcontracts, bills, statements, vouchers, and supporting documents of Borrower relating in any way to the Project.

12.4 Agency's Right to Stop Work. If Agency in good faith determines that any work or materials do not conform to the approved Plans and Specifications or sound building practices, or otherwise depart from any of the requirements of this Agreement, Agency may require the work to be stopped and withhold disbursements until the matter is corrected. In such event, Borrower will promptly correct the work to Agency's satisfaction. No such action by Agency will affect Borrower's obligation to complete the Improvements on or before the Completion Date. Agency is under no duty to supervise or inspect the construction or examine any books and

records. Any inspection or examination by Agency is for the sole purpose of protecting Agency's security and preserving Agency's rights under this Agreement. No default of Borrower will be waived by any inspection by Agency. In no event will any inspection by Agency be a representation that there has been or will be compliance with the Plans and Specifications or that the construction is free from defective materials or workmanship.

12.5 Indemnity. Borrower shall indemnify and hold Agency harmless from any and all claims asserted against Agency or the Property by any person, entity, or governmental body, or arising out of or in connection with the Property, Improvements, or Project. Agency shall be entitled to appear in any action or proceeding to defend itself against such claims, and all costs incurred by Agency in connection with such defense, including attorney's fees, shall be paid by Borrower to Agency. Agency shall, in its sole discretion, be entitled to settle or compromise any asserted claims against it, and such settlement shall be binding upon Borrower for purposes of this indemnification. All amounts paid by Agency under this paragraph shall be secured by Agency's Mortgage or Deed of Trust, if any, on the Property, shall be deemed an additional principal Advance under the Loan, payable upon demand, and shall bear interest at the rate applicable to the Loan.

12.6 Publicity. Agency may display a sign at the construction site informing the public that Agency is the construction lender for the Project. Agency may obtain other publicity in connection with the Project through press releases and participation in ground-breaking and opening ceremonies and similar events.

12.7 Actions. Agency shall have the right to commence, appear in, or defend any action or proceeding purporting to affect the rights, duties, or liabilities of the parties to this Agreement, or the disbursement of funds from the Loan Fund. In connection with this right, Agency may incur and pay reasonable costs and expenses, including but not limited to, attorney's fees, for both trial and appellate proceedings. Borrower covenants to pay to Agency on demand all such expenses, together with interest from the date Agency incurs the expense at the rate specified in the Note, and Agency is authorized to disburse funds from the Loan Fund for such purposes.

13.0 AFFORDABILITY REQUIREMENTS. The purpose of this Loan Agreement is to carry out, in part, Agency policies regarding development of housing affordable to low and moderate income households by providing low interest construction loans to assist in the increasing of homes affordable to low and moderate income families in the City of Madera.

13.1 Sales Price of Home Constructed with Loan Funds. Borrower is constructing a total of one home. Borrower shall not sale the home for a sales price in excess of \$125,000 for a 3 bedroom/2 bath, 1,150 square foot home, a 4 bedroom/2 Bath, 1,300 square foot home, or a 5 bedroom/2 bath, 1,444 square foot home. The sales price of the homes for purposes of this paragraph shall include the cost to be paid for the real property together with all costs to be paid by purchaser that are usually and customarily paid by the seller.

13.2 Affordability Covenant. Borrower covenants to only sell the single family residences developed with the assistance of the Loan to those owner-occupant persons and families who qualify as persons and/or households of low and moderate income and require such purchasers to execute a covenant and declaration that they shall maintain the affordability requirement of such homes for a period of 45 years from the date of the Loan Agreement. Maintaining the affordability requirement of the residence requires that each owner thereof is an owner occupant and that they agree that they will not (i) sell the home to anyone other than a person and/or household who qualifies as a person or household of low and moderate income (ii) nor will they vacate the home as an owner occupant of such residence, (iii) nor rent nor lease such residence during the 45 year term of affordability.

13.3 Payment to Agency. The covenant will also provide for a payment to the Agency from the Borrower or any successor purchaser of the home who violates the terms of the covenant required herein. The payment shall equal \$8,000.00 plus simple interest at the annual rate of 8% from the date of the purchase of the home by the purchaser in violation of the covenant to the date of the violation of the covenant as determined by the Agency. The amount of payment shall be calculated and then reduced by 1/45 for each year from the date of this Loan Agreement to the date of the violation. The purpose of this payment is to reimburse the Agency for its loss of a home which is affordable to low and moderate income persons or households. The covenant will provide that it is subordinate to any business or entity that issues mortgages in the usual course of its business and has a first deed of trust on the Property or a similar security interest and obtains the property through foreclosure or some other means based upon the default of the purchaser.

13.4 No Release of Deed of Trust. The Agency will not release the Deed of Trust securing the Property or any portion

thereof unless and until Borrower provides evidence that the covenant described in paragraph 13.2 above has been duly executed by the purchaser of such Property or portion thereof and has been recorded prior to or concurrently with the release of the Deed of Trust securing this Loan Agreement.

13.5 Should purchaser be a participant in the Agency's Downpayment Assistance Program and execute a covenant in connection with such participation with an affordability term of forty five years instead of ten years under the Downpayment Assistance Program requirements then such covenant will meet the requirements of paragraph 13.2 herein.

14.0 EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

14.1 Default on Indebtedness. Failure of Borrower to make any payment when due on the Loans.

14.2 Other Defaults. Failure of Borrower or any Grantor to comply with or to perform when due any other term, obligation, covenant or condition contained in this Agreement, or in any of the Related Documents, or failure of Borrower to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between Agency and Borrower.

14.3 False Statements. Any warranty, representation, or statement made or furnished to Agency by or on behalf of Borrower or any Grantor under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

14.4 Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

14.5 Death or Insolvency. The dissolution or termination of Borrower's existence as a going business or the death of any partner, insolvency, appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

14.6 Creditor or Forfeiture Proceedings. Commencement of foreclosure proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower, any creditor of any Grantor against any collateral securing Indebtedness, or by any governmental agency. This includes a garnishment, attachment, or levy on or of any of Borrower's deposit accounts with Agency. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor, as the case may be, as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding, and if Borrower or Grantor gives Agency written notice of the creditor or forfeiture proceeding and furnishes reserves or a surety bond for the creditor or forfeiture proceeding satisfactory to Agency.

14.7 Change in Ownership. The resignation or expulsion of any stockholder of Borrower with an ownership interest of twenty-five percent (25%) or more in Borrower.

14.8 Right to Cure. If any default, other than a Default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Borrower or Grantor, as the case may be, after receiving written notice from Agency demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Agency deems in Agency's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

14.9 Breach of any Construction Contract. The Improvements are not constructed in accordance with the Plans and Specifications or in accordance with the terms of any Construction Contract.

14.10 Cessation of Construction. Prior to the completion of construction of the Improvements and equipping of the Project, the construction of the Improvements or the equipping of the Project is abandoned or work thereon ceases for a period of more than ten (10) days for any reason, or the Improvements are not completed for purposes of final payment to the General Contractor prior to August 30, 2012, regardless of the reason for the delay.

14.11 Transfer of Property. Sale, transfer, hypothecation, assignment, or conveyance of the Property or the Improvements or any

portion thereof or interest therein by Borrower or any Grantor without Agency's prior written consent.

14.12 Condemnation. All or any material portion of the Property is condemned, seized, or appropriated without compensation, and Borrower does not within thirty (30) days after such condemnation, seizure, or appropriation, initiate and diligently prosecute appropriate action to contest in good faith the validity of such condemnation, seizure, or appropriation.

15.0 EFFECT OF AN EVENT OF DEFAULT; REMEDIES. Upon the occurrence of any Event of Default and at any time thereafter, Agency may, at its option, but without any obligation to do so, and in addition to any other right Agency may have, do any one or more of the following without the notice to Borrower; (a) Cancel this Agreement; (b) Institute appropriate proceedings to enforce the performance of this Agreement; (c) Withhold further disbursement of Loan Funds; (d) Expend funds necessary to remedy the default; (e) Take possession of the Property and continue construction of the Project; (f) Accelerate maturity of the Note and/or Indebtedness and demand payment of all sums due under the Note and/or Indebtedness; (g) Bring an action on the Note and/or Indebtedness; (h) Foreclose Agency's Mortgage or Deed of Trust, if any, on the Property in any manner available under the law; and (i) Exercise any other right or remedy which it has under the Note or Related Documents, or which is otherwise available at law or in equity or by statute.

16.0 COMPLETION OF IMPROVEMENTS BY Agency. If Agency takes possession of the Property, it may take any and all actions necessary in its judgment to complete construction of the Improvements, including but not limited to making changes in the Plans and Specifications, work or materials and entering into, modifying or terminating any contractual arrangements, subject to Agency's right at any time to discontinue any work without liability. If Agency elects to complete the Improvements, it will not assume any liability to Borrower or to any other person for completing the Improvements or for the manner or quality of construction of the Improvements, and Borrower expressly waives any such liability. Borrower irrevocably appoints Agency as its attorney-in-fact, with full power of substitution, to complete the Improvements, at Agency's option, either in Borrower's name or in its own name. In any event, all sums expended by Agency in completing the construction of the Improvements will be considered to have been disbursed to Borrower and will be secured by the collateral for the Loan. Any such sums that cause the principal amount of the Loan to exceed the face amount of the Note will be considered to be an additional Loan to Borrower, bearing interest at the Note rate and being secured by the collateral. For these purposes, Borrower assigns to Agency all of its right, title and interest in and to the Project Documents; however Agency will not have any obligation under the Project Documents unless Agency expressly hereafter agrees to assume such obligations in writing. Agency will have the right to exercise any rights of Borrower under the Project Documents upon the occurrence of an Event of Default. All rights, powers, and remedies of Agency under this Agreement are cumulative and alternative, and are in addition to all rights which Agency may have under applicable law.

17.0 NONDISCRIMINATION DURING PROJECT. At all times during the construction, maintenance and operation of the Project the Developer and its successors, assigns, employees, contractors and agents shall comply with the following:

17.1 The Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, national origin or ancestry. The Developer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination requirement.

17.2 The Developer shall, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration of employment without regard to race, color, creed, religion, sex, marital status, national origin or ancestry.

17.3 The Developer shall include the provisions of paragraphs 17.1 through 17.3 of this Section in every contract or purchase order, and shall require the inclusion of these provisions in every subcontract entered into by any of its contractors so that such provisions will be binding on each such contractor, subcontractor or vendor, as the case may be. The developer shall take such action with respect to any construction contract, subcontract or purchase order as the Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event the Developer becomes involved in or is threatened with litigation with a contractor, subcontractor or vendor as a result of such direction, the Developer may request the Agency to enter into such litigation to protect the interest of the Agency. For the purpose of

including such provisions in any construction contract, subcontract or purchase order as required hereby, the first two lines of this Section shall be changed to read "At all times during the performance of this Contract, the Contractor," and the term "Developer" shall be changed to "Contractor" in paragraphs 17.1 through 17.3.

18.0 MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

18.1 Agency. Nothing in this Agreement shall be construed to constitute the creation of a partnership or joint venture between Agency and Borrower or any contractor. Agency is not an agent or representative of Borrower. This Agreement does not create a contractual relationship with and shall not be construed to benefit or bind Agency in any way with or create any contractual duties by Agency to any contractor, subcontractor, materialman, laborer, or any other person.

18.2 Amendments. The Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

18.3 Applicable Law. This Agreement has been delivered to Agency and accepted by Agency in the State of California. If there is a lawsuit, Borrower agrees upon Agency's request to submit to the jurisdiction of the courts of Madera County, the State of California. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18.4 Authority to File Notices. Borrower appoints and designates Agency as its attorney-in-fact to file for record any notice that Agency deems necessary to protect its interest under this Agreement. This power shall be deemed coupled with an interest and shall be irrevocable while any sum or performance remains due and owing under any of the Related Documents.

18.5 Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

18.6 Multiple Parties. All obligations of Borrower under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Agreement.

18.7 Costs and Expenses. Borrower agrees to pay upon demand all of Agency's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement and collection of this Agreement or in connection with the Loans made pursuant to this Agreement. Agency may pay someone else to help collect the Loans and to enforce this Agreement, and borrower will pay that amount. This includes, subject to any limits under applicable law, Agency's attorney's fees and Agency's legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also will pay any court costs, in addition to all other sums provided by law.

18.8 Entire Agreement. This Agreement and the Related Documents constitute all of the agreements between the parties relating to the Project and supersede all other prior or concurrent oral or written agreements or understandings relating to the Project.

18.9 Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier or deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. To the extent permitted by applicable law, if there is more than one Borrower, notice to any Borrower will constitute notice to all Borrowers. For notice purposes, Borrower agrees to keep Agency informed at all times of Borrower's current address(es).

18.10 Successors and Assigns. All covenants and agreements contained by or on behalf of Borrower shall bind its successors and assigns and shall inure to the benefit of Agency, its successors and assigns. Borrower shall not, however, have the right to assign its rights under this Agreement or any interest therein, without the prior written consent of Agency.

18.11 Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any

person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

18.12 Survival. All warranties, representations, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Agency under this Agreement shall be considered to have been relied upon by Agency and will survive the making of the Loan and delivery to Agency of the Related Documents, regardless of any investigation made by Agency or on Agency's behalf.

18.13 Time is of the Essence. Time is of the essence in the performance of this Agreement.

18.14 Waiver. Agency shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Agency. No delay or omission on the part of Agency in exercising any right shall operate as a waiver of such right or any other right. A waiver by Agency of a provision of this Agreement shall not prejudice or constitute a waiver of Agency's rights otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Agency, nor any course of dealing between Agency and Borrower, or between Agency and any Grantor, shall constitute a waiver of any of Agency's rights or of any obligations of Borrower or of any Grantor as to any future transactions. Whenever the consent of Agency is required under this Agreement, the granting of such consent by Agency in any instance shall not constitute continuing consent in subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Agency.

Loan No. _____

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS CONSTRUCTION LOAN AGREEMENT, AND BORROWER AGREES TO ITS TERMS.

THIS AGREEMENT IS DATED AS OF _____, 2011.

BORROWER: Madera Unified School District

By: _____

Title

ATTACH NOTARY ACKNOWLEDGMENTS

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF Madera, STATE OF CA AND IS DESCRIBED AS FOLLOWS:

Lots 5 and 6 in Block 31 of Hughes Addition to the Town, now City of Madera, according to the map entitled, "Map of Lankershim Colony and Addition to the Town of Madera, etc.", filed for record in the office of the County Recorder of Fresno County, California, on February 5, 1889, in Book 4 of Maps, at Page 31.

APN: 010-152-003

EXHIBIT 'A'

**CONSTRUCTION LOAN DISBURSEMENT PLAN
5-PAYMENT PLAN
(AS TO EACH LOT/HOUSE IN THE PROJECT)**

1. \$_____ 20% - Upon verification that all City of Madera permit fees and MUSD school fees have been paid in full.
2. \$_____ 20% - Foundation installed, first floor joists and sub floor or slab are in place and rough plumbing is completed. Receipt of paid fire insurance in an amount required by the Agency.
3. \$_____ 20% - Building is completely framed, duct work for heating and cooling, top out plumbing and rough wiring are completed and roof cover is completely installed.
4. \$_____ 20% - Building is plastered or sheet rocked and taped on interior and all except dash or brush coat of stucco on exterior, or if not stucco dwelling, then the exterior has received the prime coat. Flooring is installed if hardwood floors; otherwise ply-score or particle board only; all interior trim is on and cabinets are installed.
5. \$_____ 20% Building and all work is fully completed, including all onsite improvements made a part of our valuation and a Notice of Completion has been recorded and Borrower has submitted signed statements from each contractor and subcontractor that they have been paid in full. The title company shall have issued said policy of title insurance with an endorsement on said policy insuring against loss by reason of any mechanic's lien arising out of said improvement work or expiration of the mechanic's lien period with evidence that no such liens are of record.

Construction Site Address

Signature of Builder

PROMISSORY NOTE

For value received, Madera Unified School District, ("Developer") shall pay to the Madera Redevelopment Agency, at 428 E. Yosemite Avenue, Madera California, the sum of \$100,000.00 per lot/house, not to exceed \$100,000.00 total, as provided herein and in accordance with the Loan Agreement and Deed of Trust.

The above amount shall be paid as follows:

1. Definitions.

All capitalized terms not otherwise defined in this Note shall have the meaning given to them in the Construction Loan Agreement (the "Loan Agreement") between the Agency and Developer dated _____, 2011, and recorded in the Official Records of Madera County as Document No. _____ on _____, as amended from time to time ("Loan Agreement").

2. Loan.

a. Principal. The principal amount of the loan and this note shall be One Hundred Thousand and 00/100 (\$100,000.00) dollars per lot/house, not to exceed One Hundred Thousand and 00/100 (\$100,000.00) total.

b. Term. The term of the Loan shall be from July 30, 2011 until August 30, 2012.

c. Interest. This Note shall bear interest from the date of disbursement of funds under the Loan Agreement as follows:

(i) For any portion of the funds outstanding From 0 to 365 days after disbursement - 4% annual interest compounded monthly.

d. Repayment.

(i) Interest. Payment of all accrued interest shall be made to the Agency monthly, commencing on the first day after the first disbursement of funds under the Loan Agreement.

(ii) Principal. Payment of Principal shall consist of one payment of all outstanding principle upon the sale of the home but in no event later than November 28, 2012.

e. Maturity. Any remaining balance under this Note, including all unpaid principal and all accrued and unpaid interest, shall in any event become due and payable in full prior to the expiration of 455 days from the date of this promissory note.

f. Developer may prepay this Note in full, including all accrued interest, at any time without premium, penalty or restriction.

3. Security.

This Note is given to evidence the Loan made by the Agency to Developer pursuant to the Loan Agreement. This Note is secured by the covenants and benefits of the Loan Agreement and by the Deed of Trust on the Project of the same date as this Note between Developer as Trustor, the Agency as Beneficiary, and Chicago Title Company, as Trustee, including all amendments thereto ("Deed of Trust"). The Loan Agreement and the Deed of Trust are incorporated in this Note by reference.

4. Default and Remedies.

Any of the following shall be a default by Developer under this Note:

a. Failure to make, when due, a payment of principal or interest hereunder; or

b. Any default by Developer under the Loan Agreement or the Deed of Trust which is not cured within any applicable cure period; or

In the event of a default by Developer, all unpaid principal and accrued interest under this Note shall become immediately due and payable in full, at the Agency's or holder's option and without notice to Developer.

This note is a recourse note; Developer's liability under this Note is not limited to the assets of Developer which are mortgaged and pledged under the Deed of Trust, but with recourse to Developer. Subject to the preceding sentence, all rights and remedies conferred on the Agency or other holder under this Note, the Loan Agreement or the Deed of Trust are in addition to and without limitation on any other rights and remedies available at law or equity. All rights and remedies are cumulative and may be exercised concurrently or consecutively, at the option of the Agency or other holder of this Note.

None of the rights or remedies of the Agency or other holder under this Note, the Loan Agreement or the Deed of Trust shall be waived or affected by the failure to exercise them. By accepting payment of any amount under this Note after its due date, the Agency or holder does not waive its right to require prompt payment when due of all other amounts under this Note or to declare a default for failure to so pay.

Developer waives demand, presentment for payment, protest, and notice of non-payment or protest.

5. Attorneys' Fees

If the Agency or other holder commences legal action to collect any payments due hereunder or to otherwise enforce the provisions of this Note, the Deed of Trust, Loan Agreement or Declaration of Covenants and Restrictions, Developer shall pay the Agency or holder all attorneys' fees and legal expenses incurred by the Agency or holder in connection with such action.

6. Governing Law

This Note shall be interpreted and enforced, and the rights and duties of the parties hereunder (both procedural and substantive) shall be determined, according to California law.

Date: _____, 2011

DEVELOPER: Madera Unified School District

By _____

By _____

AGENCY:

ATTEST:

Madera Redevelopment Agency

By: _____
Sandi Brown, Agency Secretary

By: _____
Robert L. Poythress, Chairperson

308 South 'J' Street

Loan No.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Madera Redevelopment Agency
5 East Yosemite
Madera, CA 93638

Loan No.

Space above this line for Recorder's use only.

(No Fee Pursuant to Govt. Code § 27383)

DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THE PARTIES TO THIS DEED OF TRUST, made as of the ____ day of _____, 2011, are
MADERA UNIFIED SCHOOL DISTRICT ("Trustor"), Chicago Title Company, ("Trustee"), and Madera
Redevelopment Agency, a public body, corporate and politic, ("Beneficiary").

ARTICLE I.

GRANT IN TRUST

1.01 Grant. For the purposes and upon the terms and conditions in this Deed of Trust, Trustor irrevocably grants, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all that real property located in the County of Madera, State of California, described on Exhibit A attached hereto, together with all appurtenances, easements, rights and rights-of-way appurtenant or related thereto, all buildings, other improvements and fixtures now or hereafter located thereon, all interest or estate which Trustor may hereafter acquire in the property described above, and all additions and accretions thereto ("Subject Property"). The listing of specific rights or property shall not be interpreted as a limit of general terms.

1.02 Address. The addresses for the Subject Properties are known 308 South 'J' Street Madera, California. However, neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Deed of Trust on the Subject Property as described on Exhibit A.

ARTICLE II.

OBLIGATIONS SECURED

2.01 Obligations Secured. Trustor makes this grant and assignment for the purpose of securing the following obligations ("Secured Obligations"):

(a) Payment to Beneficiary of all sums at any time owing under a promissory note ("Note") of even date herewith in the principal amount of One Hundred Thousand and 00/100 (\$100,000.00) dollars per lot/house, not to exceed a principal amount of One Hundred Thousand and 00/100 (\$100,000.00) total, executed by Trustor and payable to the order of Beneficiary; and

(b) Payment and performance of all obligations of Trustor under this Deed of Trust; and

(c) Payment and performance of all obligations of Trustor under that certain Construction Loan Agreement recorded in the Official Records of Madera County as Document Number _____ on ("Loan Agreement") between Trustor as "Borrower" and Beneficiary as "Agency"; and

(d) Payment and performance of all future advances and other obligations that the then record owner of all or part of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when the obligation is evidenced by a writing which recites that it is secured by this Deed of Trust; and

(e) All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced.

2.02 Obligations. The term "obligations" is used herein in its broadest and most comprehensive sense and shall be deemed to include without limitation, all interest and charges, prepayment charges, late charges and loan fees at any time accruing or assessed on any of the Secured Obligations.

2.03 Incorporation. All terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property shall be deemed to have notice of the terms of the Secured Obligations and to have notice that if provided therein, (a) the Note or the Loan Agreement may permit borrowing, repayment and re-borrowing, and (b) the rate of interest on one or more Secured Obligation may vary from time to time.

ARTICLE III.

ASSIGNMENT OF RENTS

3.01 Assignment. Trustor irrevocably assigns to Beneficiary the rents, issues and profits of the Subject Property for the purposes and upon the terms and conditions set forth below. This assignment shall not impose upon Beneficiary any duty to produce rents from the Subject Property, or cause Beneficiary to be (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor under any lease; or (c) responsible for any waste committed by lessees or any other parties, for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property. This is an absolute assignment, not an assignment for security only, and Beneficiary's right to rents, issues and profits is not contingent upon, and may be exercised without possession of, the Subject Property.

3.02 License. Beneficiary confers upon the Trustor a license ("License") to collect and retain the rents, issues and profits of the Subject Property as they become due and payable, until the occurrence of a Default (hereinafter defined). Upon a Default, the License shall be automatically revoked and Beneficiary may collect and retain the rents, issues and profits without notice and without taking possession of the Subject Property. This right to collect rents, issues and profits shall not grant to Beneficiary or Trustee the right to possession, except as provided below; and neither said rights, nor termination of the License, shall impose upon Beneficiary or Trustee the duty to produce rents, issues or profits or maintain all or any part of the Subject Property.

3.03 Advance Rents; Consent to Leasing. Trustor shall not accept any deposit or prepayment of rental or lease payment in excess of two (2) months in advance without Beneficiary's prior written consent. Trustor agrees not to lease all or any part of the Subject Property, and not to enter into an agreement providing for the management, leasing or operation of the Property except as provided in the Loan Agreement, without the prior written consent of Beneficiary.

3.04 Application of Rents. Beneficiary, in its sole discretion, may apply or require the application of any rents, issues or profits collected to the payment of any one or more of the Secured Obligations in such order as Beneficiary may elect.

ARTICLE IV.

RIGHTS AND DUTIES OF THE PARTIES

4.01 Title. Trustor warrants that, except as disclosed to Beneficiary in a writing which refers to this warranty, Trustor lawfully possesses and holds fee simple title to the Subject Property without limitation on the right to encumber, and that this Deed of Trust is a first lien on the Subject Property.

4.02 Taxes and Assessments. Subject to Trustor's rights to contest payment of taxes as may be provided in the Loan Agreement, Trustor shall pay prior to delinquency, all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or which may become a lien upon the Subject Property or any interest therein. Trustor shall also pay prior to delinquency, all taxes, assessments, levies and charges imposed by any public authority upon Beneficiary by reason of its interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Beneficiary pursuant to any Secured Obligation; but Trustor shall have no obligation to pay taxes which may be imposed from time to time upon Beneficiary and which are measured by and imposed upon Beneficiary's net income.

4.03 Performance of Secured Obligations. Trustor shall promptly pay and perform each Secured Obligation when due subject to any applicable notice, cure or grace period specified in the Loan Documents.

4.04 Liens, Encumbrances and Charges. Trustor shall immediately discharge any lien not approved by Beneficiary in writing that has or may attain priority over this Deed of Trust. Subject to the provisions of the Loan Agreement regarding mechanic liens, Trustor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber or appear to encumber all or any part of the Subject Property or any interest therein, whether senior or subordinate hereto.

4.05 Damages; Insurance and Condemnation Proceeds.

(a) (i) All awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation for public or private use affecting all or any part of, or any interest in, the Subject Property; and (ii) all other claims and awards for damages to, or decrease in value of, all or any part of, or any interest in, the Subject Property; and (iii) all proceeds of any insurance policies payable by reason of loss sustained to all or any part of the Subject Property; and (iv) all interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Beneficiary. At the absolute discretion of Beneficiary, whether or not its security is or may be impaired but subject to applicable law, if any, and without regard to any requirement contained in Section 4.06(c), Beneficiary may (v) apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending the claim and apply the balance to the Secured Obligations in any order, and/or (vi) release all or any part of the proceeds to Trustor upon any conditions Beneficiary may impose. Beneficiary may commence, appear in, defend or prosecute any assigned claim or action and may adjust, compromise, settle and collect all claims and awards assigned to Beneficiary, but shall not be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(b) Beneficiary shall permit insurance or condemnation proceeds held by Beneficiary to be used for repair or restoration but may condition such application upon the deposit with Beneficiary of such additional funds which Beneficiary determines are needed to pay all costs of the repair or restoration (including without limitation, taxes, financing charges, insurance and rent during the repair period), on establishment of an arrangement for lien releases and disbursement of funds acceptable to Beneficiary and on delivery to Beneficiary of:

(i) Plans and specifications for the work, a contract for the work signed by a contractor acceptable to Beneficiary, a cost breakdown for the work and a payment and performance bond for the work, all of which shall be acceptable to Beneficiary; and

(ii) Evidence acceptable to Beneficiary:

(aa) That after completion of the work the income from the Subject Property will be sufficient to pay all expenses and debt service for the Subject Property; (bb) of continuation of leases acceptable to and required by Beneficiary; (cc) that, upon completion of the work, the size, capacity and total value of the Subject Property will be at least as great as it was before the damage or condemnation occurred; (dd) that there has been no material or substantial adverse change in the financial condition or credit of Trustor since the date of this Deed of Trust; and (ee) of satisfaction of any additional conditions that Beneficiary may establish to protect its security.

Trustor acknowledges that the specific conditions described above are reasonable. If the foregoing requirements are not satisfied, Agency shall not be obligated to allow said funds to be delivered to Trustor but may rather apply said proceeds against the outstanding sums under the Loan.

4.06 Maintenance and Preservation of the Subject Property. Subject to the provisions of the Loan Agreement, Trustor covenants: (a) to insure the Subject Property and to keep the Subject Property in good condition and repair; (b) except with Beneficiary's prior written consent, not to remove or demolish the Subject Property or any part thereof; not to alter, restore or add to the Subject Property; and not to initiate or acquiesce

in any change in any zoning or other land classification which affects the Subject Property; (c) to complete or restore promptly and in good and workmanlike manner the Subject Property or any part thereof which may be damaged or destroyed, without regard to whether Beneficiary elects to require that insurance proceeds be used to reduce the Secured Obligations as provided in Section 4.05; (d) not to suffer any violation of any, and to comply with all (i) laws, ordinances, regulations and standards and (ii) all covenants, conditions, restrictions and equitable servitudes, whether public or private, of any kind and character and (iii) requirements of insurance companies and any bureau or agency which establishes standards of incurability, which laws, covenants or requirements affect the Subject Property and pertain to acts committed or conditions existing thereon, including (but without limitation) such work or alteration, improvement or demolition as such laws, covenants or requirements mandate; (e) not to commit or permit waste of the Subject Property; and (f) to do all other acts which from the character or use of the Subject property may be reasonably necessary to maintain and preserve its value.

4.07 Defense and Notice of Losses, Claims and Actions. Trustor shall protect, preserve and defend the Subject Property and title to and right of possession of the Subject Property, the security hereof and the rights and powers of Beneficiary and Trustee hereunder at Trustor's sole expense against all adverse claims. Trustor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding, of the occurrence of any damage to the Subject Property, and of any condemnation offer or action.

4.08 Acceptance of Trust; Powers and Duties of Trustee. Trustee accepts this trust when this Deed of Trust is recorded. From time to time upon written request of Beneficiary and presentation of this Deed of Trust for endorsement, and without affecting the personal liability of any person for payment of any indebtedness or performance of any obligation secured hereby, Trustee may, without liability therefor and without notice; reconvey all or any part of the Subject Property; consent to the making of any map or plat thereof; or join in any grant of easement thereon, any declaration of covenants and restrictions, any extension agreement or any agreement subordinating the lien or charge hereof. Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trusts hereunder, and may obtain orders or decrees directing or confirming or approving acts in the execution of said trusts and the enforcement of said rights and remedies. Trustee has no obligation to notify any party of any pending sale or any action or proceeding (including, but not limited to actions in which Trustor, Beneficiary or Trustee shall be a party) unless held or commenced and maintained by Trustee under this Deed of Trust. Trustee shall not be obligated to perform any act required of it hereunder unless the performance of the act is requested in writing and trustee is reasonably indemnified against loss, cost, liability and expense.

4.09 Compensation; Exculpation; Indemnification.

(a) Trustor shall pay Trustee's fees and reimburse Trustee for expenses in the administration of this trust, including attorneys' fees. Trustor shall pay to Beneficiary reasonable compensation for services rendered concerning this Deed of Trust, including without limitation any statement of amounts owing under any Secured Obligation. Beneficiary shall not directly or indirectly be liable to Trustor or any other person as a consequence of (i) the exercise of the rights, remedies or powers granted to Beneficiary on this Deed of Trust; (ii) the failure or refusal of Beneficiary to perform or discharge any obligation or liability of Trustor under any agreement related to the Subject Property or under this Deed of Trust; or (iii) any loss sustained by Trustor or any third party resulting from Beneficiary's failure to lease the Subject Property after a default or from any other act or

omission of Beneficiary in managing the Subject Property after a default unless the loss is caused by the willful misconduct and bad faith of Beneficiary and no such liability shall be asserted against or imposed upon Beneficiary, and all such liability is hereby expressly waived and released by Trustor.

(b) Trustor indemnifies Trustee and Beneficiary against, and holds them harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other expenses which either it may suffer or incur (i) by reason of this Deed of Trust; (ii) by reason of the execution of this trust or in performance of any act required or permitted hereunder or by law; or (iii) as a result of any failure of Trustor to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Subject Property, except for damage caused by the gross negligence or willful misconduct of Beneficiary.

(c) Trustor shall pay all indebtedness arising under this Section 4.09 immediately upon demand by Trustee or Beneficiary, together with interest thereon from the date the indebtedness arises at the rate of interest applicable to the principal balance of the Note as specified therein. Trustor's duty to indemnify Trustee and Beneficiary shall survive the release and cancellation of the Secured Obligations and the release and reconveyance or any partial release or reconveyance of this Deed of Trust.

4.10 Substitution of Trustees. From time to time, by a writing signed and acknowledged by Beneficiary and recorded in the Office of the Recorder of the County in which the Subject Property is situated, Beneficiary may appoint another trustee to act in the place and stead of Trustee or any successor. Such substitution shall set forth any information required by law. The recordation of such instrument of substitution shall discharge Trustee herein named and shall appoint the new trustee as the trustee hereunder with the same effect as if originally named Trustee herein. A writing recorded pursuant to the provisions of this section shall be conclusive proof of the proper substitution of such new Trustee.

4.11 Due on Sale. Except as permitted by provision, if any, of the Loan agreement, if (i) the Subject Property or any interest therein; or (ii) any general corporate interest in Trustor, shall be sold, transferred, mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law, without the prior written consent of Beneficiary, Beneficiary, at its sole option, may declare all Secured Obligations immediately due and payable.

4.12 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under the Secured Obligations ("Interested Parties"), Beneficiary may, from time to time, release any person or Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, or accept additional security or release all or a portion of the Subject Property and other security for the Secured Obligations. None of the foregoing actions shall release or reduce the personal liability of any of said Interested Parties, or release or impair the priority of the lien of this Deed of Trust upon the Subject Property.

4.13 Reconveyance. Upon Beneficiary's written request, and upon surrender of this Deed of Trust and any note, instrument, or instruments setting forth all obligations secured hereby to Trustee for cancellation, Trustee shall reconvey, without warranty, the Subject Property or that portion thereof then held hereunder. The recitals of any matters or facts in any reconveyance executed hereunder shall be conclusive proof of the

truthfulness thereof. To the extent permitted by law, the reconveyance may describe the grantee as "the person or persons legally entitled thereto." Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. When the Subject Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all future rents, issues and profits of the Subject Property to the person or persons legally entitled thereto.

4.14 Subrogation. Beneficiary shall be subrogated to the lien of all encumbrances, whether released of record or not, paid in whole or in part by Beneficiary pursuant to this Deed of Trust or by the proceeds of any loan secured by this Deed of Trust.

ARTICLE V.

DEFAULT PROVISIONS

5.01 Default. "Default" shall mean (a) the failure to perform any obligation hereunder, or the failure to be true of any representation or warranty of Trustor contained herein and the continuance of such failure for ten (10) days after notice, or within any longer grace period, if any, allowed in the Loan Agreement for such failure, or (b) the existence of any Default defined in the Loan Agreement.

5.02 Rights and Remedies. At any time after default, Beneficiary and Trustee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable;

(b) With or without notice, and without releasing Trustor from any Secured Obligation, and without becoming a mortgagee in possession, to cure any breach or default of Trustor, and in connection therewith, to enter upon the Subject Property and to do such acts and things as Beneficiary or Trustee deem necessary or desirable to protect the security hereof including, but without limitation, to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee hereunder; and to employ counsel, accountants, contractors and other appropriate persons to assist them;

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Trustor hereunder, and Trustor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Trustor waives the defense of laches and any applicable statute of limitations;

(d) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right and without regard to (i) the adequacy of the security for the repayment of the Secured Obligations, (ii) the existence of a declaration that the Secured Obligations are immediately due and payable, or (iii) the filing of a notice of default; and Trustor consents to such appointment;

(e) To enter upon, possess, manage and operate the Subject Property or any part thereof; to take and possess all documents, books, records, papers and accounts of Trustor or the then owner of the Subject Property; to make, terminate, enforce or modify leases of the Subject Property upon such terms and conditions

as Beneficiary deems proper; to make repairs, alterations and improvements to the Subject Property, necessary, in Trustee's or Beneficiary's judgment, to protect or enhance the security hereof;

(f) To execute a written notice of such Default and of its election to cause the Subject Property to be sold to satisfy the Secured Obligations. Trustee shall give and record such notice as the law then requires as a condition precedent to a trustee's sale. When a minimum period of time required by law after such notice has elapsed, Trustee, without notice to or demand upon Trustor except as required by law, shall sell the subject property at the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels and in such manner and order, all as Beneficiary in its sole discretion may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale. Neither Trustor nor any other person or entity other than Beneficiary shall have the right to direct the order in which the Subject Property is sold. Subject to requirements and limits imposed by law, Trustee may postpone sale of all or any portion of the Subject Property by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale a deed conveying the Subject Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustee, Trustor or Beneficiary may purchase at the sale;

(g) To resort to and realize upon the security hereunder and any other security now or later held by Beneficiary concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received upon the Secured Obligations all in such order and manner as Trustee and Beneficiary or either of them determine in their sole discretion.

(h) At any sale of the Subject Property held pursuant to Section 5.02(c) or Section 5.02(f) above, Beneficiary may bid, as the equivalent of cash, the amount of all or any of the Secured Obligations, including without limit, attorney's fees.

(i) In the event there is a Substantive Violation of the Loan Agreement or Trustor's obligations under the Loan Agreement or Declaration of Covenants and Restrictions or Related Documents, the entire amount of unpaid principal and accrued interest secured by this Deed of Trust shall be immediately due and payable.

5.03 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of Trustee, and of this trust, including cost of evidence of title and attorney's fees in connection with sale, Trustee shall apply all proceeds of any foreclosure sale to payment of: all sums expended by Beneficiary under the terms hereof and not then repaid, with accrued interest at the rate of interest specified in the Note to be applicable on or after maturity or acceleration of the Note; the payment of all other Secured Obligations in such order and amounts as Beneficiary in its sole discretion determines; and the remainder, if any, to the person or persons legally entitled thereto.

5.04 Application of Other Sums. All sums received by Beneficiary under Section 5.02, less all costs and expenses incurred by it or the receiver under Section 5.02, including attorney's fees shall be applied in payment of the Secured Obligations in such order as Beneficiary shall determine in its sole discretion (but Beneficiary shall have no liability for funds not actually received by Beneficiary).

5.05 No Cure or Waiver. Neither Beneficiary's nor Trustee's nor any receiver's entry upon and taking possession of all or any part of the Subject Property, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Beneficiary or Trustee or any receiver shall cure or waive any breach, default or notice of default under this Deed of Trust, or nullify the effect of any notice of default or notice of sale (unless all Secured Obligations then due have been paid and performed and Trustor has cured all other defaults), or impair the status of the security, or prejudice Beneficiary of Trustee in the exercise of any right or remedy, or be construed as an affirmation by Beneficiary of any tenancy, lease or option or a subordination of the lien of this Deed of Trust.

5.06 Payment of Costs, Expenses and Attorney's Fees. Trustor agrees to pay to Beneficiary immediately and without demand all costs and expenses incurred by Trustee and Beneficiary pursuant to subparagraphs (a) through (g) inclusive of Section 5.02 (including but without limitation, court costs and attorneys' fees, whether incurred in litigation or not) with interest from the date of expenditure until said sums have been paid at the rate of interest applicable to the principal balance of the Note as specified therein.

5.07 Power to File Notices and Cure Defaults. Trustor hereby irrevocably appoints Beneficiary and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Beneficiary deems appropriate to protect Beneficiary's interest, and (b) upon the occurrence of an event, act or omission which, with notice or passage of time or both, would constitute a Default, Beneficiary may perform any obligation of Trustor hereunder; provided, that (i) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (ii) Beneficiary shall not be liable to Trustor or any other person or entity for any failure to act under this Section.

ARTICLE VI.

MISCELLANEOUS PROVISIONS

6.01 Additional Provisions. The Loan Agreement, Promissory Note, Declaration of Covenants and Restrictions and Related Documents (defined in the Loan Agreement) contain or incorporate by reference the entire agreement of the parties with respect to matters contemplated herein and supersede all prior negotiations. The Loan Agreement, Promissory Note, Declaration of Covenants and Restrictions and Related Documents grant further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which apply to this Deed of Trust and to the Subject Property and such further rights and agreements are incorporated herein by this reference.

6.02 Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in, or any other lien on, the Subject Property unless Beneficiary consents to a merger in writing.

6.03 Obligations of Trustor, Joint and Several. If more than one person has executed this Deed of Trust as "Trustor," the obligations of all such persons hereunder shall be joint and several.

6.04 Recourse to Separate Property. Any married person who executes this Deed of Trust as a Trustor agrees that any money judgment which Beneficiary or Trustee obtains pursuant to the terms of this Deed of

Trust or any other obligation of that married person secured by this Deed of Trust may be collected by execution upon that person's separate property, and any community property of which that person is a manager.

6.05 Rules of Construction. When the identity of the parties or other circumstances make it appropriate, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Subject Property" means all and any part of the Subject Property.

6.06 Successors in Interest. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto; provided, however, that this Section does not waive the provisions of Section 4.11.

6.07 Incorporation. Exhibit A, as attached hereto, is incorporated into this Deed of Trust by this reference.

6.08 Addresses; Request for Notice. Notice to Beneficiary shall be sent to Beneficiary addressed to: Madera Redevelopment Agency, 428 East Yosemite, Madera California, 93638, Attn: James Taubert. Any Trustor whose address is set forth below hereby requests that a copy of notice of default and notice of sale be mailed to him/her at that address. Failure to insert an address shall constitute a designation of Trustor's last known address as the address for such notice.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first set forth above.

TRUSTOR: Madera Unified School District

By: _____

Title

Address: _____

ATTACH NOTARY ACKNOWLEDGMENTS

BENEFICIARY:

Madera Redevelopment Agency

ATTEST:

By: _____
Sandi Brown, Agency Secretary

By: _____
Robert L. Poythress, Chairperson

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF Madera, STATE OF CA AND IS DESCRIBED AS FOLLOWS:

Lots 5 and 6 in Block 31 of Hughes Addition to the Town, now City of Madera, according to the map entitled, "Map of Lankershim Colony and Addition to the Town of Madera, etc.", filed for record in the office of the County Recorder of Fresno County, California, on February 5, 1889, in Book 4 of Maps, at Page 31.

APN: 010-152-003

CERTIFIED

RESOLUTION NO. MRA-1479

RESOLUTION OF THE MADERA REDEVELOPMENT AGENCY
APPROVING THE SALE OF PROPERTY KNOWN AS 308 SOUTH 'J'
STREET FOR THE CONSTRUCTION OF ONE SINGLE FAMILY
RESIDENCE TO BE SOLD TO VERY LOW, LOW AND/OR MODERATE
INCOME FAMILIES LOCATED IN THE CITY OF MADERA AND
AUTHORIZING THE CHAIRPERSON TO EXECUTE THE DOCUMENTS
ON BEHALF OF THE AGENCY

WHEREAS, The Madera Redevelopment Agency was established in accordance with Ordinance No. 390 C.S. pursuant to the Community Redevelopment Law, California Health and Safety Code Sections 33000 et seq. (the "CRL"); and

WHEREAS, pursuant to the CRL, the Madera Redevelopment Agency (the "Agency") is a body corporate and politic; and

WHEREAS, the CRL authorizes the Madera Redevelopment Agency to assist in the elimination of blight within the jurisdiction of the Madera Redevelopment Area; and

WHEREAS, the Madera Unified School District has applied to purchase property from the Agency for the construction of one single family residence located at 308 South 'J' Street (the "Project"); and

WHEREAS, the project has been deemed to be categorically exempt pursuant to § 15303 in that there is no possibility that this action could cause a significant adverse impact on the environment pursuant to the California Environmental Quality Act; and

WHEREAS, a Disposition and Development Agreement (the "Agreement") has been prepared and is on file in the Office of the Madera Redevelopment Agency; and

WHEREAS, the purpose of the Agreement is to effectuate the Redevelopment Plan (the “Plan”); and

WHEREAS, the Agreement is in the best interest of the Developer and Agency in that it will assist in the elimination of blight in the Southeast area of Madera.

NOW THEREFORE, THE MADERA REDEVELOPMENT AGENCY does hereby resolve, find and order as follows:

1. Each of the above recitals is true and correct.
2. Based upon the testimony and information presented at the hearing and upon review and consideration of the environmental documentation provided, the approval of the sale of this property is in the best interest of the City of Madera, and the Agency finds that the Project is categorically exempt.
3. The consideration to be paid for the Subject Property is not less than the fair market reuse value at its highest and best use in accordance with the Madera Redevelopment Agency Redevelopment Plan.
4. The Madera Redevelopment Agency approves the sale of 308 South ‘J’ Street to the Madera Unified School District, for the Project conditioned upon the Developer entering into the Disposition and Development Agreement for the Site in substantial form of the Agreement on file in the Office of the Madera Redevelopment Agency and approved as to form by the General Counsel of the Agency.
5. The Chairperson of the Madera Redevelopment Agency is authorized to execute the Agreement on behalf of the Madera Redevelopment Agency.
6. This resolution is effective immediately upon adoption.

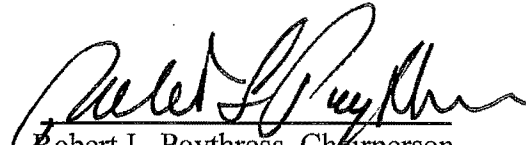
* * * * *

PASSED AND ADOPTED by the Madera Redevelopment Agency at a regular meeting thereof this 8th day of June 2011, by the following vote:

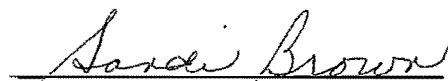
AYES: Agency Members Poythress, Frazier, Bompreszi and Svanda

NOES: None

ABSENT: None



Robert L. Poythress, Chairperson

ATTEST:


Sandi Brown
Agency Secretary



Approved as to Legal Form


J. Brent Richardson, Acting
General Counsel

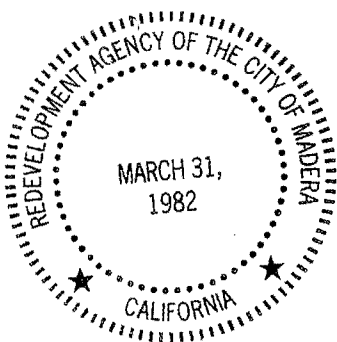
Reso. No. MRA-1479, Page 3 of 3



CERTIFIED COPY

I hereby certify that the foregoing is a true and correct copy of Resolution MRA-1479 adopted by the Madera Redevelopment Agency Board at a regular meeting thereof held on June 8, 2011.

Date: June 13, 2011





Sandi Brown, Agency Secretary

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
(Recorder's fee waived per Govt. Code § 27383)

Madera Redevelopment Agency
428 E. Yosemite Avenue
Madera, California 93638
Attn: Executive Director

MAIL TAX STATEMENTS TO:

Madera Unified School District
1902 Howard Road
Madera Ca 93637

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DISPOSITION AND DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE MADERA REDEVELOPMENT AGENCY

AND

MADERA UNIFIED SCHOOL DISTRICT

FOR

308 SOUTH 'J' STREET

DISPOSITION AND DEVELOPMENT AGREEMENT

This Agreement is entered into as of June ____, 2011, between the MADERA REDEVELOPMENT AGENCY, a body corporate and politic ("Agency"), and MADERA UNIFIED SCHOOL DISTRICT, ("Developer").

RECITALS

WHEREAS, the Agency acquired the Project Site in its program to eliminate blight and blighting influences within the Agency Project Area and the Agency has demolished and removed all existing structures on the Project Site; and

WHEREAS, the Agency and its citizens are in need of housing which is affordable to persons and families of low and moderate income as that term is defined in California Health and Safety Code Section 50093; and

WHEREAS, the Agency desires that housing affordable to very low, low and moderate income families be developed; and

WHEREAS, the Developer has submitted a development proposal for the Project Site in response to a Request for Proposal process and the Agency has reviewed the Developer's proposal and indicated its intent to have the Developer construct the Project as proposed; and

WHEREAS, California Government Code Section 37364 recognizes the importance of making housing affordable to persons and families of low and moderate income; and

WHEREAS, California Health and Safety Code Section 33433 authorizes an Agency to convey land at its fair market value or its fair reuse value where such land is to be used by the grantee to provide affordable housing to persons and families of very low, low and moderate income; and

WHEREAS, the proposal submitted by the Developer includes the development and construction of one single family residential home; and

WHEREAS, the Agency desires that the Project Site be developed in accordance with the proposal submitted to the Agency by the Developer.

NOW THEREFORE, the Agency and the Developer agree as follows:

ARTICLE I DEFINITIONS

Section 101. Site. The property is located at 308 South 'J' Street, in the City of Madera, more specifically described in "Exhibit A" which is attached to and incorporated in this agreement.

Section 102. Project. "Project" means the development of the Project Site by the construction of one single family residence on each lot and the marketing of such lot and home for sale to persons and families of very low, low and moderate income. The Project is more specifically described in "Exhibit B" attached hereto and incorporated herein.

Section 103. Developer. "Developer" means MADERA UNIFIED SCHOOL DISTRICT, whose mailing address for notice purposes is 1902 Howard Road, Madera, California 93637.

Section 104. Agency. "Agency" means the Madera Redevelopment Agency, a body corporate and politic, whose mailing address for notice purposes is 428 E. Yosemite, Madera, California 93638.

Section 105. Low and Moderate Income. The definitions of "persons and families of low and moderate income," as presently set forth and amended from time to time in California Health and Safety Code Sections 50079.5 and 50093 shall apply to this agreement.

ARTICLE II PURPOSE OF AGREEMENT

Section 201. Purpose of Agreement. The purpose of this Agreement is to carry out, in part, Agency policies regarding development of housing affordable to very low, low and moderate income households by providing for the disposition and development of the property described in Section 101, above, to be acquired by the Developer from the Agency ("the Site"). The improvement of the Site as provided in this Agreement and the fulfillment of this Agreement generally are in the vital and best interests of the City, Agency, and the health, safety and welfare of their residents, and are necessary to effectuate the purposes of the Agency's policies, and are in accord with applicable federal, state and local laws and requirements.

ARTICLE III ACQUISITION AND DISPOSITION OF THE SITE

Section 301. Acquisition of the Site: Sale of the Site.

- a. Site was previously acquired by Agency as part of its program to acquire properties and remove blight from such properties and to provide affordable housing in the City of Madera.
- b. In accordance with and subject to all terms, conditions and covenants of this Agreement, the Agency shall sell the Site to the Developer, and the Developer shall purchase the Site from the Agency for a purchase price of \$10,000. The purchase price is the fair market value of the Site. The Agency finds that the use of this Site to develop housing is in the best interest of the Agency, the citizens and the public of the City of Madera. The Agency further finds that the purchase price will provide for housing that is affordable to persons and families of very low, low and moderate income. The Agency further finds that such action will be of benefit to the Project Area of the Agency in that it will increase housing availability in the City.

Section 302. Conveyance of the Site.

- a. The Agency shall convey possession of and title to the Site, and the Developer shall accept such conveyance and possession, as follows:

(1) The Agency shall convey and the Developer shall accept title to and possession of the Site within thirty (30) days from the effective date of this Agreement.

Section 302.1. Escrow. Within fifteen (15) days after execution of this agreement, the parties shall open escrow ("Escrow") with Chicago Title Company at 1653 North Schnoor Avenue, Madera, California, 93637, or another escrow company mutually satisfactory to both parties (the "Escrow Agent").

Section 302.2. Costs of Escrow. Agency and Developer shall pay their respective portions of the premium for the Title Policy as set forth in Section 302.9 hereof. The Agency shall pay for the documentary transfer taxes, if any, due with respect to the conveyance of the Site, and Developer and Agency each agree to pay one-half of all other usual fees, charges and costs which arise from Escrow.

Section 302.3. Escrow Instructions. This Agreement constitutes the joint escrow instructions of Developer and Agency, and the Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts reasonably necessary to close this Escrow in the shortest possible time. Insurance policies for fire or casualty are not to be transferred, and Agency will cancel its own policies after the Closing. All funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account. However, if Escrow does not close within two (2) business days from deposit of the Purchase Price, the funds shall be deposited into an interest bearing account with such interest accruing to the benefit of the Developer.

If in the opinion of either party it is necessary or convenient in order to accomplish the Closing of this transaction, such party may require that the parties sign supplemental escrow instructions, provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, the provisions of this Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Closing shall take place when both the Agency's Conditions Precedent and the Developer's Conditions Precedent as set forth in Section 302.11 and 302.12 have been satisfied. Escrow Agent is instructed to release Agency's escrow closing and Developer's escrow closing statements to the respective parties.

Section 302.4. Authority of Escrow Agent. Escrow Agent is authorized to, and shall:

a. Pay and charge Agency and Developer for their share of the premiums of the Title Policy and charge Agency any amount necessary to place title in the condition necessary to satisfy Section 302.8 of this Agreement.

b. Pay and charge Developer and Agency for their respective shares of any escrow fees, charges, and costs payable under Section 302.2 of this Agreement.

c. Pay and charge Developer for any endorsements to the Title Policy which are requested by the Developer.

d. Disburse funds, deliver and record the Grant Deed when both the Developer's Conditions Precedent and the Agency's Conditions Precedent have been fulfilled or waived by Developer and Agency.

e. Do such other actions as necessary, including obtaining the Title Policy to fulfill its obligations under this Agreement.

f. Within the discretion of Escrow Agent, direct Agency and Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. Agency agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirements of the 1986 Tax Reform Act as may be required by Escrow Agent, on the form to be supplied by Escrow Agent.

g. Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form and be responsible for withholding taxes if any such forms are provided for or required by law.

Section 302.5. Closing. This transaction shall close ("Closing") within fifteen (15) days of the parties' satisfaction of all of Agency's and Developer's Conditions Precedent to Closing as set forth in Section 302.11 and 302.12 hereof, but in no event later than July 30, 2011, (the "Outside Date"). The Closing shall occur at a location within Madera County at a time and place reasonably agreed upon by all parties. The "Closing" shall mean the time and day the Grant Deed is filed for record with the Madera County Recorder. The "Closing Date" shall mean the day on which the Closing occurs.

Section 302.6. Termination. If (except for deposit of money by Developer, which shall be made by Developer before Closing) Escrow is not in condition to close by the Outside Date, then either party which has fully performed under this Agreement may, in writing, demand the return of money or property and terminate this Agreement. If either party makes a written demand for return of documents or properties, this Agreement shall not terminate until five (5) days after Escrow Agent shall have delivered copies of such demand to all other parties at their respective addresses shown in this Agreement. If any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. Developer, however, shall have the sole option to withdraw any money deposited by it for the acquisition of the Site less Developer's share of costs of Escrow. Termination of this Agreement shall be without prejudice as to whatever legal rights either party may have against the other arising from

this Agreement. If no demands are made, the Escrow Agent shall proceed with the Closing as soon as possible.

Section 302.7. Closing Procedure. Escrow Agent shall close Escrow for the Site as follows:

- a. Record the Grant Deed with instructions for the Recorder of Madera County, California, to deliver the Grant Deed to Agency;
- b. Instruct the Title Company to deliver the Title Policy to Developer;
- c. File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements;
- d. Deliver the FIRPTA Certificate, if any, to Developer; and
- e. Forward to both Developer and Agency a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

Section 302.8. Review of Title. The Agency shall cause Chicago Title Company, or another title company mutually agreeable to both parties (the "Title Company"), to deliver to Developer a standard preliminary title report (the "Report") with respect to the title to the Site, within twenty (20) days from the date of this Agreement. The Developer shall have the right to reasonably approve or disapprove any exceptions ("Exceptions"); provided however, that the Developer herein approves the following Exceptions:

- a. The Redevelopment Plan.
- b. All Utility easements as specified.

Developer shall have fifteen (15) days from the date of its receipt of the Report to give written notice to Agency and Escrow Holder of Developer's approval or disapproval of any such exceptions. Developer's failure to give written disapproval of the Report within such time limit shall be deemed approval of the Report. If Developer notifies Agency of its disapproval of any Exceptions in the Report, Agency shall have the right, but not the obligation, to remove any disapproved Exceptions within thirty (30) business days after receiving written notice of Developer's disapproval or provide assurances satisfactory to Developer that such Exception(s) will be removed on or before the Closing. If Agency cannot or does not elect to remove any of the disapproved Exceptions within the period, Developer shall have ten (10) business days after the expiration of such 30-day period to either give the Agency written notice that Developer elects to proceed with the purchase of the Site subject to the disapproved Exceptions or to give the Agency written notice that the Developer elects to terminate this Agreement. The Exceptions

to title approved by Developer as provided herein shall hereinafter be referred to as the "Condition of Title". Developer shall have the right to approve or disapprove any Exceptions reported by the Title Company after Developer has approved the Condition of Title for the Site (which are not created by Developer). Agency shall not voluntarily create any new exceptions to title following the date of this Agreement.

Section 302.9. Title Insurance. Concurrently with recordation of the Grant Deed conveying title to the Site, there shall be issued to Developer a CLTA owner's policy of title insurance (the "Title Policy"), together with such endorsements as are reasonably requested by the Developer, issued by the Title Company insuring that the title to the Site is vested in Developer in the condition required by Section 302.8 of this Agreement. The Title Company shall provide the Agency with a copy of the Title Policy. The Title Policy shall be for the amount of the Purchase Price. The Agency agrees to remove on or before the Closing any deeds of trust or other monetary liens against the Site. The Agency shall pay that portion of the premium for the Title Policy equal to the cost of a CLTA standard coverage title policy in the amount of the Purchase Price. Any additional costs, including the cost of an ALTA policy or any endorsements requested by the Developer, shall be borne by the Developer.

Section 302.10. Conditions of Closing. The Closing is conditioned upon the satisfaction of the following terms and conditions within the times designated below:

Section 302.11. Agency's Conditions of Closing. Agency's obligation to proceed with the Closing of the sale of the Site is subject to the fulfillment or waiver by Agency of each and all of the conditions precedent (a) through (h), inclusive, described below ("Agency's Conditions Precedent"), which are solely for the benefit of Agency, and which shall be fulfilled or waived by the time periods provided for herein:

a. No Default. Prior to the Close of Escrow, Developer is not in default in any of its obligations under the terms of this Agreement and all representations and warranties of Developer contained herein shall be true and correct in all material respects.

b. Execution of Documents. The Developer shall have executed the Grant Deed and executed any other documents required hereunder and delivered such documents into Escrow.

c. Payment of Closing Costs. Prior to the Close of Escrow, Developer has paid all required costs of Closing into Escrow in accordance with Section 302.2 hereof.

d. Acquisition of Site. The Agency shall have acquired title to the entire Site, or shall be ready to acquire title to the entire Site concurrently with the Closing.

e. Design Approvals. The Developer shall have obtained approval by the Agency of the various drawings as set forth in Section 404 hereof.

f. Land Use Approvals. The Developer shall have received all land use approvals and permits required pursuant to Section 408 hereof.

g. Insurance. The Developer shall have provided proof of insurance as required in Section 407 hereof.

g. Financing. The Agency shall have approved Developer obtained financing of the Developer Improvements.

Section 302.12. Developer's Conditions of Closing. Developer's obligation to proceed with the purchase of the Site is subject to the fulfillment or waiver by Developer of each and all of the conditions precedent (a) through (h), inclusive, described below ("Developer's Conditions Precedent"), which are solely for the benefit of the Developer, and which shall be fulfilled or waived by the time periods provided for herein:

a. No Default. Prior to the Close of Escrow, Agency is not in default in any of its obligations under the terms of this Agreement and all representations and warranties of Agency contained herein shall be true and correct in all material respects.

b. Execution of Documents. The Agency shall have executed the Grant Deed and any other documents required hereunder, and delivered such documents into Escrow.

c. Payment of Closing Costs. Prior to the Close of Escrow, Agency shall have paid all required costs of Closing into Escrow in accordance with Section 306 hereof.

d. Review and Approval of Title. Developer shall have reviewed and approved the condition of title of the Site, as provided in Section 302.8 hereof.

e. Title Policy. The Title Company shall, upon payment of Title Company's regularly scheduled premium, have agreed to the Title Policy for the Site upon the Close of Escrow, in accordance with Section 302.9 hereof.

f. Design Approvals. The Developer shall have obtained approval by the Agency of the various drawings as set forth in Section 404 hereof.

g. Land Use Approvals. The Developer shall have received all land use approvals and permits required pursuant to Section 408 hereof.

h. Financing. The Agency shall have approved financing of the Developer Improvements.

Section 303. Form of Deeds. The Agency shall convey and the Developer shall accept title to the Site by grant deed ("Deed") in the condition provided in Section 304 and in a form substantially the same as attached "Exhibit C". The Deed shall contain all provisions required by

applicable laws and regulations, and all conditions, covenants and restrictions specified elsewhere in this Agreement. This includes, but is not limited to, the requirement that the housing developed on the Site will be affordable to persons of low and moderate income.

Section 304. Condition of Title. Subject to Section 303 above, the Agency shall convey fee simple marketable title to the Site. The title shall be in a condition described in the Agreement which is sufficient for a title company to issue a CLTA lender's title insurance policy on the Site substantially in the form set forth in a standard CLTA lenders title insurance policy.

The Agency shall execute all documents and take all other steps consistent with Agency practices, policies and applicable laws and regulations, as may be reasonably necessary to convey title to the Site as provided in this Section 304. The Chairman or Executive Director of the Agency is authorized to execute all such documents on behalf of the Agency.

Section 305. Payment of Purchase Price and Delivery of Deed. The Developer shall submit into Escrow in cash or certified check, the entire purchase price together with all escrow fees to Escrow Agent within twenty (20) days after the effective date of this Agreement. The Agency shall, within twenty-five (25) days after the effective date of this Agreement, promptly deliver a properly executed Grant Deed into Escrow at the offices of such title company.

Section 306. Title Insurance, Escrow Fees and Documentary Stamp Taxes. The costs for title insurance, Escrow fees and documentary stamp taxes shall be borne by the parties as required by Sections 302.2.

Section 307. Taxes and Assessments. The Agency shall be responsible for all ad valorem taxes and assessments on any portion of the Site or any rights hereunder, if any, which are levied, assessed or imposed for any period prior to close of escrow. The Developer shall be responsible for all ad valorem taxes and assessments levied, assessed or imposed for any period after conveyance of title or delivery of possession whichever is sooner, of Site to the Developer, including but not limited to taxes assessed against or levied on buildings, fixtures, furnishings, equipment and all personal property contained in or about the parcel.

Section 308. Access and Entry By the Developer. Prior to conveyance of title to or possession of the Site by the Developer, the Developer shall have the right of access to and entry upon the Site at all reasonable times for the purposes of obtaining data and making surveys and tests necessary to carry out this Agreement. The Developer shall indemnify, hold harmless and defend the Agency, its officers, agents or employees from any and all loss, liability, costs and damages (in contract, tort or strict liability, including without limitation personal injury, death at any time and property damage) suffered by any person and arising out of any work or activity of the Developer, its agents, servants, employees or contractors on the Site or any portion thereof.

If requested by the Developer, the Agency shall provide or cause to be provided to the Developer all data and information pertaining to the Site and reasonably available to the City or Agency.

Section 309. Condition of the Site. The Site shall be conveyed in an "as is" condition,

with no express or implied warranty by the Agency as to the condition of the Site, its soil, geology, or the presence of known or unknown faults. It shall be the sole responsibility of the Developer at its expense to investigate and determine the soil, seismic and other conditions of the Site and the suitability of the Site for the Project. If the Site condition is not in all respects entirely suitable for the Project, then it shall be the sole responsibility and obligation of the Developer to take such action as may be necessary to place the Site in an entirely suitable condition.

ARTICLE IV DEVELOPMENT OF THE SITE

Section 401. Scope of Development. The Developer shall develop the Site with one single family residence including but not limited to (1) the installation of all off-site improvements required by the City as a condition of approval of such construction, (2) construction of one single family residence on the lot of the Site and (3) the marketing and disposition of such lot and single family home. The Project shall be completed in accordance with and within the limitations of the Scope of Development, which is attached to this Agreement and incorporated herein, as "Exhibit B". The Developer shall be responsible for obtaining from all appropriate government agencies all permits, approvals and entitlements including any additional environmental review necessary to accomplish and complete the project.

Section 402. Basic Concept Drawings. The Developer has prepared and submitted to the Agency in connection with the Request for Proposal, basic drawings and related documents describing the project together with the floor plan designs for the houses to be constructed pursuant to this agreement. The basic drawings have been previously approved. The Site shall be developed in accordance with the basic drawings, related documents and renderings approved by the Agency and City pursuant to Section 404, except for such additional changes as may be mutually agreed upon by the Developer, City and Agency. The basic drawings include without limitation a basic plan, elevations and other architectural drawings showing the architectural style and design of all buildings to be constructed on the Site.

Section 403. Construction Drawings, Plans and Related Documents. No later than 10 days after the effective date of this Agreement, the Developer shall prepare and submit to the Agency, for review and written approval, construction drawings, plans, and related documents for the Project. Such construction drawings, plans, maps and related documents for the Project shall be in sufficient detail to obtain a building permit for the Project from the City. The submission to the Agency is for the purpose of determining whether or not the submitted drawings, plans and maps are consistent with the requirements of this Agreement. The approval of the Agency will be in addition to and not in lieu of approvals required for the Project by the City or other governmental agency in accordance with federal, state and local laws and ordinances.

Section 404. Approval of Drawings, Plans and Other Documents. Subject to the terms of

this Agreement, the Agency shall have the right to review and approve all drawings, plans and other documents relating to the Project, and any proposed changes therein, including without limitation, the drawings, plans and other documents specified in Sections 402 and 403.

The Agency shall approve or disapprove the plans, drawings and other documents for the Project within ten (10) calendar days after receipt, or with respect to the basic concept drawings, ten (10) calendar days after the effective date of this Agreement. Failure by the Agency to either approve or disapprove within such ten (10) day period shall be deemed approval by the Agency. Any disapproval shall state in writing the reasons for disapproval and the changes which the Agency requests. Such changes must be consistent with Exhibit B and with all plans, drawings and other documents previously approved or deemed approved hereunder. The Developer, upon receipt of a disapproval, shall revise the disapproved plans, drawings or other documents and shall resubmit them (or such revised portions thereof) to the Agency as soon as possible but in no event later than five (5) calendar days after receipt of the notice of disapproval. Review and approval of drawings, plans and other documents by the Agency pursuant to this Agreement shall be in addition to, and not in lieu of, any submittals, review or approval required by the City in connection with any Site plan review, conditional use permit, building permit or any other development entitlement required for the Project.

If either party desires to make any substantial change in the final construction drawings, plans or other documents after approval, such proposed change shall be submitted to the other party for approval. If the final construction drawings, plans or other documents as modified by the proposed change conform to the requirements of this Agreement, the Scope of Development and all applicable laws, codes, ordinances and regulations, the proposed change shall be approved and the party submitting such change shall be notified in writing within ten (10) calendar days after submission. Such change shall in any event be deemed approved by the Agency or the Developer unless rejected, in whole or in part, by written notice thereof within the above ten (10) day period, setting forth in detail the reasons for rejection. Such approval shall be in addition to any approval required by any state, federal, or local agency including City.

Section 405. Cost of Construction. Developer shall bear all costs for improving the Site, including without limitation all costs for constructing the Project and all related improvements.

Section 406. Time for Performance. Subject to Section 805, the Developer shall begin construction of one single family residence on the designated lot no later than August 30, 2011. Developer shall complete Project no later than one (1) year after the date of execution of this Agreement.

Section 407. Indemnity; Insurance.

a. The Developer shall indemnify, hold harmless and defend the City and Agency and their respective Council, Board, officers, employees, volunteers and agents from any and all loss, liability, costs and damage (whether in contract, tort or strict liability, including without limitation, personal injury, death at any time or property damage), and from any claims or actions in law or equity (including attorneys' fees and legal expenses), arising out of or in any way connected with (1) any act, error or omission of the Developer or any of its officers,

employees, contractors, agents or representatives on the Site, or (2) design, construction, operation or maintenance of the Project or any portion thereof. However, the preceding sentence shall not apply to, and the Developer shall not be responsible for, any loss, liability, costs or damages caused solely by the negligence or willful misconduct of the City and/or Agency, or any of their respective Council, Board, officers, employees or agents acting within the scope of their authority.

b. The Developer shall maintain the following insurance policies in full force And effect at all times while the Developer or its employees, contractors or agents have access to the Site and until the Certificate of Completion for the entire Site is recorded as follows:

- (1) Comprehensive general liability in an amount not less than \$1,000,000.00.
- (2) Workers' Compensation in the statutory amount.

The policy of comprehensive liability insurance shall specify that the coverage provided is primary and shall specify that the Agency, and their respective officers and employees are additional insureds. Such policy shall also provide that it shall not be canceled or materially changed without thirty (30) days' prior written notice to the Agency. The Developer shall submit to the Agency certificates evidencing the above insurance policies on or before the date the Agency conveys Title. The certificates shall be in a form acceptable to the Executive Director of the Agency.

Section 408. Government Permits and Environmental Review. Before beginning any grading, construction or development of any buildings, structures or other improvements on the Site, the Developer shall at its own expense, secure or cause to be secured, any and all permits and entitlements including any additional Environmental Review as required by the California Environmental Quality Act which may be required by the City or any other governmental agency affected by such construction or development. This obligation includes the payment of all fees needed to be paid prior to permit issuance.

Section 409. Rights of Access. During the period the Project is being constructed, designated representatives of the Agency shall have access to the Site at all reasonable times for purposes of this Agreement, including but not limited to inspection of the work being performed in constructing the Project and related improvements. Such representatives shall be those designated in writing by the Executive Director of the Agency. Inspection by such representatives shall not impose on the Agency or City any liability or responsibility with respect to the work inspected or relieve the Developer from its obligations to construct the Project and related improvements in accordance with this Agreement, and all applicable laws, codes, ordinances and regulations.

Section 410. Local, State and Federal Laws. The Developer shall carry out construction of the Project and all related improvements in accordance with all applicable local, state and federal laws, codes, ordinances and regulations, including without limitation all applicable state

and federal labor standards.

Section 411. Nondiscrimination During Construction. At all times during construction of the Project, the Developer and its successors, assigns, employees, contractors and agents shall comply with the following:

a. The Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, national origin or ancestry. The Developer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Developer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination requirement.

b. The Developer shall, in all solicitations or advertisements for employees Placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin or ancestry.

c. The Developer shall include the provisions of paragraphs (a) through (c) of this Section in every contract or purchase order, and shall require the inclusion of these provisions in every subcontract entered into by any of its contractors so that such provisions will be binding on each such contractor, subcontractor or vendor, as the case may be. The Developer shall take such action with respect to any construction contract, subcontract or purchase order as the Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event the Developer becomes involved in or is threatened with litigation with a contractor, subcontractor or vendor as a result of such direction, the Developer may request the Agency to enter into such litigation to protect the interest of the Agency. For the purpose of including such provisions in any construction contract, subcontract or purchase order as required hereby, the first two lines of this Section shall be changed to read "At all times during the performance of this Contract, the Contractor," and the term "Developer" shall be changed to "Contractor" in paragraphs (a) through (c).

Section 412. Taxes. Assessments. Encumbrances and Liens. The Developer shall pay when due all real estate taxes and assessments on any portion of the Site assessed, levied or imposed after conveyance of title or delivery of possession. The Developer shall not place or allow to be placed on the Site or any portion thereof, any mortgage, trust deed, encumbrance or lien without the prior written approval of the Agency. The Developer shall remove or have removed any levy, encumbrance, lien or attachment made on the Site, or portion thereof or shall assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder. Nothing contained in this Section 412 shall prohibit the Developer from contesting

the validity or amounts of any tax, assessment, encumbrance or lien, nor limit the remedies available to the Developer with respect thereto.

Section 413. Restrictions on Transfer.

a. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly provided in this Section 413 or Section 414.

b. The Developer shall not, except as expressly permitted by this Agreement, assign or attempt to assign this Agreement or any right herein, nor make any total or partial sale, transfer, conveyance or assignment of the whole or any part of the Site, the Project or any portion of either, or suffer an involuntary assignment or conveyance of this Agreement or the Site, the Project or any portion of either, without prior written approval of the Agency. This restriction shall not prevent the granting of easements or permits to facilitate the development of the Site, nor shall it prohibit granting any security interest expressly described in this Agreement for financing the development of the Project.

The Agency shall give written approval for the sale of each single family residence on a lot by lot basis. Such approval will be granted and given in writing where (1) the sale is to an owner occupant who is a person or family of very low, low or moderate income; (2) the sale promotes the purpose of this Agreement; (3) a Certificate of Completion has been issued by the Agency for the lot and residence to be sold; (4) the sales price of each lot and home thereon including all land and improvements shall not exceed \$125,000 for a three bedroom, two bath OR a four bedroom, two bath OR a five bedroom, two bath home and (5) the purchaser has executed an affordability covenant as required by this Agreement.

In the event that, contrary to the provisions of this Agreement, the Developer does assign this Agreement or any of the rights herein, or does sell, transfer, convey or assign any part of the Site or the Project without the Agency's approval, in addition to all other remedies at law, the Agency shall be entitled to receive any and all consideration which exceeds such sales price limitation. The consideration payable for such sale, transfer, conveyance or assignment (to the extent it exceeds any amount authorized by the Agency) shall belong to and be paid to the Agency; and until so paid, the Agency shall have a lien on the Site for such amount.

b. The Developer shall promptly notify the Agency of any changes in the Identity of the parties in control of the Developer or the degree of such control. This Agreement may be terminated by the Agency pursuant to paragraph (b) of Section 706 if there is any significant change (voluntary or involuntary) in membership, management, control, ownership or identity of the Developer without the prior written approval of the Agency (other than changes due to death or incapacity of any individual). The restriction of this paragraph (c) shall terminate after recordation of the Certificate of Completion for all parcels.

Section 414. Security Financing and Rights of Holders.

a. Notwithstanding Section 413, mortgages, deeds of trust, sales and lease-backs, or any other form of conveyance required for any reasonable method of financing are permitted before recordation of the Certificate of Completion for the Project, but only for the purpose of securing funds to be used for financing the construction, operation and maintenance of the Project and any other expenditures necessary and appropriate to develop the Site in accordance with this Agreement. The Developer shall notify the Agency in advance of any mortgage, deed of trust, sale and lease-back, or other form of conveyance for financing if the Developer proposes to enter into the same before recordation of the Certificate(s) of Completion for all lots. The Developer shall not enter any such conveyance for financing without the prior written approval of the Agency, which approval the Agency shall give if any such conveyance is given to a responsible financial or lending institution or other acceptable person or entity. In any event, the Developer shall promptly notify the Agency of any mortgage, deed of trust, sale and lease-back, or other financing conveyance, encumbrance or lien that has been created or which has attached to the Site prior to recordation of the Certificate of Completion for all lots, whether by voluntary act of the Developer or otherwise.

The words "mortgage" and "deed of trust" as used herein include all appropriate modes of financing real estate acquisition, construction and land development.

b. The holder of any mortgage, deed of trust or other security interest authorized by this Agreement shall in no way be obligated by this Agreement to construct or complete the construction of any part of the Project or related improvements, or to guarantee such construction or completion; nor shall any covenant or other provision in the Deeds be construed to so obligate such holder. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Site to any uses, or to construct any improvements thereon, other than those uses or improvements permitted under applicable general and community plans and laws and ordinances of City.

c. Whenever the Agency delivers any notice or demand to the Developer With respect to any breach or default by the Developer under this Agreement, the Agency shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage, deed of trust or other security interest authorized by the City under this Agreement. Each such holder shall (insofar as the rights of the Agency are concerned) have the right at its option, within ninety (90) calendar days after the receipt of the notice, to cure or remedy, or to commence to cure or remedy, any such default and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project or related improvements (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to the Agency by written agreement satisfactory to the Agency. In that event, the holder must agree to complete, in the manner provided in this Agreement, that portion of the Project, or related improvements to which the lien or title of such holder relates, and must submit evidence satisfactory to the Agency that it has the qualifications and financial ability to perform such

obligations. Any such holder properly completing such portion of the Project or such improvements shall be entitled, upon written request made to the Agency, to a Certificate of Completion from the Agency with respect to such improvements.

d. In any case where, six (6) months after default by the Developer in Completion of the Project, the holder of any mortgage, deed of trust or other security interest creating a lien or encumbrance on the Site or any portion thereof has not exercised the option afforded in paragraph (c) of this Section 414; or if it has exercised the option, but has not proceeded diligently with construction, the Agency may either:

(1) Purchase the mortgage, deed of trust or other security interest by payment To the holder of the amount of the unpaid debt plus any accrued and unpaid interest; or

(2) If the ownership of the Site (or any portion thereof) has vested in the holder, purchase such interest from the holder upon the payment to the holder of an amount equal to the sum of the following:

(i) The unpaid mortgage, deed of trust or other security interest debt at The time title vested in the holder (less all appropriate credits, including those resulting from collection and application of rents and other income received during foreclosure proceedings);

(ii) All expenses with respect to foreclosure;

(iii) The net expenses, if any, exclusive of general overhead, incurred by the holder as a direct result of the subsequent ownership or management of the Site (or any portion thereof), such as insurance premiums and property taxes;

(iv) The costs of any improvements made by the holder; and

(v) An amount equivalent to the interest that would have accrued on the aggregate of such amount had all such amounts in (i), (ii), (iii) and (iv) above become part of the mortgage, deed of trust or other security interest debt and such debt had continued in existence to the date of payment by the Agency.

e. In the event of a default or breach by the Developer on a mortgage, deed Of trust or other security instrument with respect to the Site (or any portion thereof) prior to the completion of the Project, and if the holder has not exercised its option to complete the Project, the Agency may cure the default prior to the completion of any foreclosure. In such event, the Agency shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the Agency in curing the default. The Agency shall also be entitled to a lien upon the Site, the Project or any portion of either, to the extent of such costs and expenses. Any such lien shall be subordinate and subject to mortgages, deeds of trust or other security instruments executed for the sole purpose of obtaining funds to develop the Site as permitted by this Agreement.

Section 415. Right of the Agency to Satisfy Other Liens. After the conveyance of title and prior to the recordation of the Certificate of Completion, and after the Developer has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on the Site or any portion thereof, the Agency shall have the right to satisfy any such liens or encumbrances. However, nothing in this Agreement shall require the Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer is in good faith contesting the validity or amount thereof and so long as such delay in payment will not subject the Site (or any portion thereof) to forfeiture or sale.

Section 416. Certificate of Completion. Promptly after completion of the Project and all other construction and development to be completed on the Site pursuant to this Agreement, the Agency shall furnish, at the request of the Developer, a Certificate of Completion to the Developer. The Agency shall not unreasonably withhold such Certificate of Completion from the Developer. The Certificate of Completion shall be, and shall so state, a conclusive determination of satisfactory completion of construction of the Project and all related improvements on the Site. A Certificate of Completion may be provided on a lot by lot basis. After a Certificate of Completion is recorded for the Project or portion of the Project (lot), neither the Agency nor any other person shall have any rights, remedies or controls that it would otherwise have or be entitled to exercise under this Agreement as a result of a default in or breach of any provision of this Agreement concerning construction of the Project or that portion of Project to which the certification applies.

The Certificate(s) of Completion shall be in such form as to permit them to be recorded in the Madera County Recorder's office. The Agency shall be responsible for recording the Certificate(s) of Completion.

If the Agency refuses or fails to furnish a Certificate of Completion after written request from the Developer, the Agency shall, within thirty (30) calendar days after the written request, provide the Developer with a written statement of the reasons the Agency refused or failed to furnish a Certificate of Completion. The statement shall also contain the Agency's opinion of the action the Developer must take to obtain the Certificate of Completion. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping or completion of minor items of work, the Agency may, at its option, issue the Certificate(s) of Completion upon the posting of a cash deposit by the Developer with the Agency in an amount representing the value of the work not yet completed. If the Agency fails to provide such written statement within the thirty (30) day period, the Developer shall be deemed entitled to the Certificate of Completion.

The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any covenant, condition or restriction set forth in Article V, Sections 501(b), 502 and 503 of this Agreement, or of any obligation of the Developer to any holder of a mortgage, deed of trust or other security interest, or to any insurer of a mortgage, deed of trust or other security interest securing money loaned to finance the Project or any part thereof. The Certificate of Completion is not notice of completion as referred to in Section 3093 of the California Civil Code.

Section 417. Affordability Covenant.

a. Developer covenants to sell each single family residence developed on the Site to only those owner-occupant persons and households who qualify as persons and/or households of low or moderate income and require such purchasers to execute a covenant and declaration that they (the purchaser) shall maintain this affordability requirement of such home for a period of 35 years from the date of this Agreement or the issuance of a Certificate of Occupancy for each such single family residence, whichever is later ("Affordability Covenant"). Maintaining this Affordability Covenant requires that upon sale of each residential unit by Developer, each purchaser thereof is an owner-occupant and that Developer and each subsequent owner thereof agree that they will not (1) sell the home to anyone other than a person and/or household who qualifies as a person or household of very low, low and moderate income (2) vacate the home as an owner-occupant of such residence and (3) rent nor lease such residence during the 45-year term of affordability.

b. Payment to Agency. The covenant to be executed by each subsequent Purchaser shall also provide for a payment to the Agency from the Developer or any successor purchaser of the home who violates the terms of the Affordability Covenant required herein. The payment shall equal \$2,750.00 plus simple interest at the annual rate of 8% from the date of this Agreement (or date of granting of final occupancy of such home) whichever is later, to the date of the violation of the Affordability Covenant as determined by the Agency. The amount of payment shall be calculated and then reduced by 1/45 for each year from the date of this Agreement to the date of the violation. The purpose of this payment is to compensate the Agency for its loss of a home which is affordable to very low, low and moderate income persons or households. The covenant will provide that it is subordinate to any business or entity that issues mortgages in the usual course of its business and has a first deed of trust on the Property or a similar security interest and obtains the property through foreclosure or some other means based upon the default of the purchaser.

ARTICLE V USE OF THE SITE

Section 501. Uses.

a. The Developer covenants for itself, its successors, its assigns and every successor in interest to the Site or any part thereof that the Developer, such successors and such assigns shall:

(1) Develop and devote the Site solely to construction of the Project as described in "Exhibit B", subject to all restrictions, conditions and covenants of the City of Madera General Plan, any and all applicable adopted specific plans for the area, the Redevelopment Plan, the Deed, this Agreement and all drawings, plans and related documents approved by the City and/or Agency pursuant to Sections 402, 403 and 404 above in accordance with this Agreement and all applicable general plans, laws and ordinances of the City; and

(2) Keep all common areas of the Site free from accumulation of

debris and waste.

b. The Developer further covenants for itself, its successors, its assigns and every successor in interest to the Site or any part thereof that the Site shall not be devoted to any use other than operation and maintenance of the Project in accordance with all applicable general and specific plans, laws and ordinances of City, the Deeds, "Exhibit B", and other provisions of this Agreement without the Agency's express prior written consent. The restrictions of this paragraph (b) shall not apply to the holder of any mortgage, deed of trust or other security interest authorized by this Agreement. Use of the Site by any such holder shall be subject to Paragraph (b) of Section 414.

Section 502. Nondiscrimination. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or the Project, and the Developer itself (or any person claiming under or through the Developer) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site, the Project or any portion of either.

Section 503. Form of Nondiscrimination and Nonsegregation. The Developer shall refrain from restricting the rental, sale or lease of the Site, the Project, or any portion of either on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All deeds, leases or contracts with respect to sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, the Project or any portion of either shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises

herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

Section 504. Effect and Duration of Covenants, Conditions and Restrictions. The covenants, conditions and restrictions established by this Agreement shall, without regard to technical classification or designation, run with the land and be binding on the Developer, all assignees and transferees of the Developer, and all successors in interest to the Site, the Project, or any part of either, for the benefit of the Agency.

ARTICLE VI DISPOSITION OF SINGLE FAMILY RESIDENCE

Section 601. Homes to be Affordable to Persons of Very low, Low and Moderate Income. Each single family residence to be constructed and sold, pursuant to this Agreement shall be offered for sale at a price affordable to persons and families of very low, low or moderate income. Each such home shall be sold to a person or persons who qualify as a very low, low or moderate income household. Developer shall not sell such home without first having purchaser execute the covenants required pursuant to Section 417 of this Agreement and recording same prior to or concurrent with the deed of conveyance to such purchaser.

Section 602. Income of Buyers. Prior to the sale of any Affordable Unit to a purchaser, the Developer shall submit to the Agency a completed income computation and certification form on the form which is provided by the Agency. The Developer shall certify, to the best of the Developer's knowledge, that each prospective buyer purchasing an Affordable Unit is a Very low, Low and/or Moderate Income Household and meets the eligibility requirements established for the Low to Moderate Income Affordable Unit. The Developer shall obtain an income certification from the prospective buyer of each Affordable Unit and shall certify that, to the best of the Developer's knowledge, the income of the prospective buyer is truthfully set forth in the income certification form. The Developer shall verify the income certification of the prospective buyer in one or more of the following methods reasonably acceptable to the Agency:

(a) Obtain 2 paycheck stubs from the prospective buyer's two (2) most recent pay periods.

(b) Obtain a true copy of an income-tax return from the prospective buyer for the most recent tax-year in which a return was filed.

(c) Obtain an income verification certification from the employer of the prospective buyer.

(d) Obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the prospective buyer receives assistance from such agencies.

(e) Obtain an alternate form of income verification reasonably acceptable to the Agency, if none of the above forms of verification is available to the Developer.

ARTICLE VII DEFAULT, REMEDIES AND TERMINATION

Section 701. Defaults - General. Subject to Section 805, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays shall immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy within a period reasonable under the then-existing circumstances. During any period of cure, correction or remedy, such party shall not be in default.

The injured party shall give written notice of default to the party in default, specifying the default alleged by the injured party. Except as required to protect against further damages, and except as otherwise expressly provided above the injured party may not institute proceedings against the party in default until thirty (30) calendar days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of such right or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 702. Legal Actions.

a. In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such legal action may be instituted in the Superior Court of Madera County, or in the Fresno Division of the Federal District Court for the Eastern District of California.

b. This Agreement shall be interpreted and enforced, and the rights and duties of the parties under this Agreement (both procedural and substantive) shall be determined

according to California law.

c. If the Developer commences legal action against the Agency, service of process shall be made on the Agency as may be provided by law.

If the Agency commences legal action against the Developer, service of process shall be made on the Developer by personal service on the president of the Developer or in such other manner as may be provided by law, whether service is made in or out of California.

Section 703. Rights and Remedies are Cumulative. Except as may be expressly stated otherwise in this Agreement, the rights and remedies of the parties are cumulative; the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default.

Section 704. Damages. If either party defaults with regard to any provisions of this Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within thirty (30) calendar days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a period reasonable under the then-existing circumstances, the defaulting party shall be liable to the nondefaulting party for any damages caused by such default. The nondefaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default.

Section 705. Specific Performance. If either party defaults with regard to any provisions of this Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within thirty (30) calendar days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a period reasonable under the then-existing circumstances, the nondefaulting party, at its option, may thereafter (but not before) commence an action for specific performance of this Agreement.

Section 706. Remedies and Rights of Termination.

a. If the Agency does not tender conveyance of title to or possession of any portion of the Site to the Developer in the manner and condition established therefor in this Agreement and within the time specified in Section 302, then the Developer shall notify the Agency in writing to cure such failure within sixty (60) calendar days after the date of receipt of such notice. If the Agency does not cure the failure within such sixty (60) day period, then this Agreement shall, at the option of the Developer, be terminated by written notice thereof to the Agency. The Agency shall return to the Developer any of the purchase price that may have been paid, and thereafter neither the Agency nor the Developer shall have any further rights against or liability to the other party under this Agreement.

b. In the event that prior to the conveyance of title or transfer of possession to the Site to the Developer:

(1) The Developer (or any successor in interest), in violation of this Agreement, assigns or attempts to assign this Agreement or any rights herein, or makes any total or partial sale, transfer, or conveyance of the whole or any part of the Site, the Project or any other improvements to be developed on the Site; or

(2) There is any significant change in the membership, management, control, ownership or identity of the Developer or the parties in control of the Developer, or any assignee, not permitted by this Agreement; or

(3) The Developer does not submit drawings, plans or other documents or submittals as required by this Agreement within the times specified in this Agreement; or

(4) The Developer does not take title to any portion of the Site under a tender of conveyance by the Agency pursuant to this Agreement, and if any default or failure referred to in items (1) through (4) is not cured within thirty (30) calendar days after written demand by the Agency, then this Agreement and the rights of the Developer (or its successor) under this Agreement shall, at the Agency's option, be terminated upon written notice from the Agency. Such termination shall be in addition to and without limitation on any other rights or remedies that may be available to the Agency for such default or failure.

Section 707. Right of Reentry. Subject to Section 805, the Agency shall have the right, at its option, to reenter and take possession of the Site (or portion thereof), together with the Project and all other improvements thereon, and to terminate and revest in the Agency the estate conveyed to the Developer if, after conveyance of title to or possession of any portion of the Site and prior to the recordation of the Certificate of Completion, the Developer shall, in violation of this Agreement:

a. Fail to commence construction of the Project within the time specified in Section 406; or

b. Abandon or substantially suspend construction of the Project or other improvements on the Site for a period of three months after written notice of such abandonment or suspension from the Agency; or

c. Assign or attempt to assign this Agreement (or any rights herein) , or transfer or suffer any involuntary transfer of this Agreement or the Site or the Project or the other improvements to be constructed on the Site, in violation of this Agreement; or

d. Fail to make such home affordable to low and moderate income families

as required by Section 601; or

e. Such right to reenter, repossess, terminate and revest shall be subject to and be limited by, and shall not defeat, render invalid, or limit:

1. Any mortgage, deed of trust or other security interest permitted by this Agreement; or

2. Any rights or interests provided in this Agreement for the protection of the holders of such mortgages, deeds of trust or other security instruments.

f. The Deed shall contain appropriate references and provisions to give effect to the Agency's right, pursuant to this Section 707, to reenter and take possession of the Site, or any part thereof, of the Project and all other improvements thereon, and to terminate and revest in the Agency the estate conveyed to the Developer; or

g. Upon the revesting in the Agency of title to the Site (or any portion thereof) as provided in this Section 707, the Agency shall, pursuant to its responsibility under state law, use its best efforts to resell the Site (or portion thereof), as soon and in such manner as the Agency shall find feasible and consistent with the policies of the Agency to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of completing the Project or constructing such other improvements instead of the Project as shall be satisfactory to the Agency and in accordance with the uses specified for the Site (or portion thereof) in the general plan, or this Agreement. Upon such resale of the Site (or portion thereof), the proceeds shall be applied:

1. First, to reimburse the Agency for all costs and expenses incurred by the Agency (including, but not limited to, salaries of personnel, in connection with the recapture, management and resale of the Site, or portion thereof, but less any income derived by the Agency therefrom in connection with such management); all taxes, assessments, and water and sewer charges with respect thereto (or, in the event that the Site or portion thereof is exempt from taxation or assessment or such charges during the period of ownership by the Agency, then such taxes, assessments or charges as would have been payable if the Site, or portion thereof, was not so exempt); any payments made, or necessary to be made, to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Project or other improvements or any part thereof on the Site (or portion thereof); and any amounts otherwise owing to the Agency from the Developer or by its successor or transferee; and the difference between the Purchase Price and the fair market value of the Site as of the effective date of this Agreement determined at the highest and best use of the Site consistent with the applicable general and community plans; and

2. Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the sum of (1) the Purchase Price less 20 percent of the Purchase Price to be

retained by the Agency as damage for nonperformance by the Developer; and (2) the costs incurred for the development of the Site, or portion thereof, and for the improvements completed by Developer that are existing thereon at the time of reentry and repossession; less (3) any gains or income withdrawn or made by the Developer from the Site, the Project or other improvements thereon.

Any balance remaining after such reimbursements shall be retained by the Agency as its property.

h. The rights established in this Section 707 are to be interpreted in light of the fact that the Agency is conveying the Site to the Developer for development of the Project and not for speculation in undeveloped land or any other purpose.

ARTICLE VIII GENERAL PROVISIONS

Section 801. Notices and Communications. Notices and communications pursuant to this Agreement shall be given by personal delivery or certified mail, return receipt requested, to the Agency or the Developer at their respective principal offices listed in Section 103 and 104 above or at such other address as such party may designate in writing. Such notices and communications shall be effective upon receipt.

Section 802. Conflict of Interest. No member, officer or employee of the City or Agency shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement, where such interest or decision is prohibited by law.

Section 803. No Payment to Third Parties. The Developer represents and warrants that it has not paid or given, and will not pay or give, to any third party any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys.

Section 804. Nonliability of Members, Officers and Employees. Notwithstanding any other provision of this Agreement, no member, officer or employee of the City or Agency shall be personally liable to the Developer, for any default or breach by the City or Agency, or for any amount which may become due to the Developer or such assignees, transferee or successor, or for any obligation under the terms of this Agreement.

Section 805. Delays Due to Uncontrollable Forces; Extensions of Time to Perform. In addition to specific provisions elsewhere in this Agreement, neither party shall be deemed in default for delay or failure in performance of its obligations under this Agreement where such delay or failure is caused substantially by any cause that is beyond the control and without the fault of such party, including but not limited to act of God, unusually severe weather, unusually severe flood, earthquake, war, riot, act of the public enemy, governmental quarantine, priority or restriction, act or failure to act by any governmental authority having jurisdiction (except for acts of the Agency permitted under this Agreement), labor unrest or strike, unforeseeable inability to

secure labor, materials, supplies, tools or transportation, or any similar or different cause. The party delayed by any such cause shall notify the other party within ten (10) calendar days after the delay begins reasonably describing the delay and the causes. If such notice is given within the ten (10) day period, the delayed party shall be entitled to an extension of time to perform for a period reasonably necessary to overcome the effects of the delay.

Time for performance under this Agreement may also be extended by written agreement between the Agency and the Developer.

Section 806. Inspection of Books, Records and Documents. The Agency has the right at all reasonable times to inspect the books, records and other documents of the Developer pertaining to the Site, sale of lots, or the construction, operation or maintenance of the Project as pertinent to the purposes of this Agreement. The Developer has the right at all reasonable times to inspect the books, records and documents of the Agency pertaining to the Site as pertinent to the purposes of this Agreement. For purposes of this Section 806, "books, records and documents" include, without limitation, plans, drawings, specifications, ledgers, journals, statements of account, financial statements, profit and loss statements, contracts, purchase orders, invoices, loan documents, computer printouts, correspondence and memoranda.

Section 807. Approval by the Agency or the Developer. Wherever this Agreement requires the Agency or the Developer to approve any contract, document, plan, proposal, specification, drawing or other matter, such approval shall not be unreasonably withheld.

Section 808. Drawings, Plans and Data. If the Developer does not proceed with the purchase of the Site or with the construction, operation or maintenance of the Project as provided in this Agreement, and if this Agreement is terminated with respect thereto for any reason, the Developer shall deliver to the Agency any and all drawings, maps, plans, data and other documents concerning the Site or Project, and the Agency or any person or entity designated by the Agency shall have the right to use such drawings, plans, data and documents.

Section 809. Commission and Fees. The Agency shall not be liable or responsible for any real estate commissions, brokerage fees or finders fees which may arise from this Agreement. The Agency and the Developer each represent that neither has engaged any broker, agent or finder in connection with this transaction.

Section 810. Compliance with Laws. Developer acknowledges that Developer, not the Agency, is responsible for determining applicability of and complying with all local, state and federal laws, including but not limited to provisions of the California Labor Code, Public Contract Code and Government Code. The Agency makes no express or implied representation as to the applicability or inapplicability of any such laws to this Agreement or the parties' respective rights or obligations hereunder, including but not limited to payment of prevailing wages, competitive bidding, subcontractor listing, or similar or different matters. Developer further acknowledges that the Agency shall not be liable or responsible in law or equity for any failure by Developer to comply with any such laws, regardless of whether the Agency knew, could have known, or should have known, of the need for such compliance or whether the

Agency failed to notify Developer of the need for such compliance.

Section 811. Entire Agreement; Waiver; Amendment.

a. This Agreement is executed in two duplicate originals, each of which is Deemed to be an original. This Agreement includes 26 pages and three attachments (Exhibits A, B, and C), which together constitute the entire understanding and agreement of the parties.

b. This Agreement integrates all of the terms, conditions, agreements and understandings between the Agency and the Developer concerning the Site, the Project and other matters described in the Agreement. This Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the above matters. However, none of the terms, covenants, agreements or conditions in this Agreement shall be deemed to be merged with the Deeds.

c. This Agreement shall continue in full force and effect before and after conveyance of title to or possession of the Site.

d. All waivers of the provisions of this Agreement must be in writing and signed by the duly authorized representative of the party making the waiver. All amendments to this Agreement must be in writing and signed by duly authorized representatives of the Agency and the Developer.

ATTACH NOTARY ACKNOWLEDGEMENTS

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF Madera, STATE OF CA
AND IS DESCRIBED AS FOLLOWS:

Lots 5 and 6 in Block 31 of Hughes Addition to the Town, now City of Madera, according to the map entitled, "Map of Lankershim Colony and Addition to the Town of Madera, etc.", filed for record in the office of the County Recorder of Fresno County, California, on February 5, 1889, in Book 4 of Maps, at Page 31.

APN: 010-152-003

"EXHIBIT B"
SCOPE OF DEVELOPMENT

Site Development

The area of the Site shall include one 7,500 square foot lot. The Site at the time of conveyance will be 1 vacant lot. Development of the Site by Developer shall include the construction of one single family residence, and shall include grading, construction, and all off-site improvements required by the City as a condition of issuing a building permit for the Site which is located at 308 South 'J' Street, in the City of Madera. Developer shall be required to install underground facilities to serve the Site with water, sewer and flood drainage as well as gas and electric utilities and landscaping of public right-of-way in accordance with any building permit requirements.

Construction of One Single Family Dwelling

The Developer shall construct, market, and sell to a qualified buyer, one single family home in accordance with the floor plans and elevation designs illustrated on the floor plans and elevation designs previously approved by the Agency.

1 Unit: Each a minimum of 1150 square feet for a 3 bedroom/2 bath OR 1300 square feet for 4 bedroom/2 bath OR 1444 square feet for a 5 bedroom/2 bath home with a 1 Car Garage. The houses shall include, at no additional cost above \$125,000 for a 3 bedroom OR a 4 bedroom OR a 5 bedroom, the following standard amenities package:

1. 25-year composition roof
2. Wall-to-wall carpeting and minimally vinyl floors in kitchen and bath
5. Built-in appliances including stove and oven combination, dishwasher and garbage disposal
6. Front yard landscaping with Automatic Irrigation Controller

Quality of Construction

The quality of the construction shall be the average standard of the industry or better. Specifications for all materials, attachments, and/or appurtenances shall reflect no less than minimum FHA requirements and shall be of good quality and designed for maximum durability

without the need for extraordinary maintenance. All structures shall be level, plumb, and true. Construction shall be by skilled trade's people and technicians to insure a high degree of workmanship.

All finish carpentry shall be completed professionally with well fitted joints and mitered where appropriate.

The landscaping of the front yard shall include a minimum of two, 5-gallon size trees on the lot plus shrubs and turfed areas as part of a good quality landscape design. All landscaping designs and plant material shall be subject to approval by the Agency and City.

The City shall, from time to time and without announcement, make inspections of the materials, workmanship, and adherence with the floor plan and elevation design, and shall have the right to disapprove said materials, workmanship and construction when, in the judgment of the inspector, materials and workmanship are not to a reasonably high level of quality or the design is not in compliance with this agreement. Particular emphasis will be placed upon all finished surfaces including, but not limited to, painting, floor coverings, counters, appliance installations, exterior stucco, and concrete finishes.

Should disapproval occur, the Developer shall be required to replace the inferior material or re-do unprofessional or unapproved work as may be directed by the City. The issue of quality shall not be a negotiable item, and the acceptance of the finished product will be totally at the discretion of the City.

"EXHIBIT C"

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Madera Redevelopment Agency
428 E. Yosemite Avenue
Madera, California 93638
Attn: Executive Director
(Recorder's fee waived per Govt. Code § 27383)

MAIL TAX STATEMENTS TO:

Madera Unified School District
1902 Howard Road
Madera CA 93637

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFIX DOCUMENTARY STAMP TAXES \$ _____ IN THIS SPACE

GRANT DEED

The MADERA REDEVELOPMENT AGENCY, a body corporate and politic of the State of California, herein called "Grantor," acting to carry out its policies regarding the development of housing affordable to very low, low and moderate income households grants to MADERA UNIFIED SCHOOL DISTRICT, herein called "Grantee," all that real property situated in the County of Madera, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTION

and hereinafter referred to as the "Property", subject however, to the following:

1. Easements of record;

2. The Disposition and Development Agreement executed by Grantor and Grantee, hereinafter referred to as the "Agreement"; and

3. Certain conditions, covenants, and restrictions as follows:

a. Grantee covenants and agrees for itself, and its successors and its assigns to or of the Property that the Grantee, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Property through the construction of the home and improvements thereon provided to be constructed in the Agreement and the offering to sell such home at a price affordable to persons and families of very low, low and moderate income. Such construction, improvements and offerings are hereinafter referred to as the "Improvements", and such construction and offerings to sell, shall in any event be completed within 1 year from such date. It is intended and agreed that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Grant Deed itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Grantor; said agreements and covenants shall be enforceable by the Madera Redevelopment Agency against the Grantee and its successors and assigns to or of the Property or any interest therein. Promptly after completion of the Improvements on the Property or portion of the property (lot or lots) in accordance with the provisions of the Agreement, Grantor will furnish Grantee with an appropriate instrument so certifying such completion. This certification shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in this Grant Deed with respect to the obligation of Grantee, and its successors and assigns to construct the Improvements on the Property or portion of the Property (lot or lots) so indicated and the dates for the beginning and completion thereof; provided that such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligations of the Grantor to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof.

Grantor shall also, as the Improvements are completed on such individual parts, lots or parcels of the Property which the Grantee is authorized to convey, upon proper completion of the Improvements relating to any such part, lot, or parcel, and provided the

Grantee is not in default with respect to any of its obligations under the Agreement, certify to the Grantee that such Improvements have been made in accordance with the provisions of the Agreement. Such certification shall mean and provide: (1) that any party purchasing such individual part, lot or parcel pursuant to the authorization contained in the Agreement shall not, because of such purchase or lease, incur any obligations with respect to the construction of the Improvements relating to such part, lot or parcel or to any other part or parcel of the Property, and (2) that neither the Grantor nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold or in the case of lease, with respect to the leasehold interest, any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the Property as a result of a default or breach of any provisions of the Agreement or this Grant Deed by the Grantee or any successor in interest or assign, unless:

- (i) such default or breach be by the purchaser or lessee, or any successor in interest to or assign of such individual part or parcel with respect to the covenants contained and referred to in Section 3(b) of this Grant Deed; and

- (ii) the right, remedy, or control related to such default or breach.

b. (1) The Grantee, herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that Grantee itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them shall:

- (i) Build one single family home and offer for sale such home at a price affordable to families of very low, low and moderate income, and sell each such home to persons who qualify as persons of very low, low to moderate income households; and

- (ii) Devote the Property to, and only to, and in accordance with, the uses specified in the General Plan, which may hereafter be amended and extended from time to time; and

- (iii) Not discriminate upon the basis of race, color, religion, sex, marital status, national origin, or ancestry in the sale, lease or rental or in the use or occupancy of the Property or any Improvements erected or to be erected thereon, or any part thereof; and

- (iv) Not effect or execute any agreement, lease, conveyance, or other

occupancy, respectively, only for such period as it shall have title to or an interest in or possession or occupancy of the Property or part thereof.

(3) In amplification, and not in restriction, of the provisions of the proceeding subsection, it is intended and agreed that Grantor shall be deemed a beneficiary of the agreements and covenants provided in subsection 3(b)(1), both for and in their own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of Grantor for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether Grantor remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. Grantor shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits in law or equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

c. (1) In the event that prior to completion of the Improvements as certified by Grantor:

(i) Grantee or its successor in interest shall default in or violate its obligations with respect to the construction of the Improvements, the offering of the home at prices affordable to families of very low, low and moderate income and lower Income, the sale of such home to persons who qualify as households of very low, low to moderate income (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default or violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months [six (6) months if the default is with respect to the date for completion of the Improvement] after written demand by the Grantor so to do; or

(ii) Grantee or its successor in interest shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be

made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien not removed or discharged, or provision satisfactory to Grantor made for such payment, removal, or discharge, within ninety (90) days after written demand by Grantor so to do; or

(iii) There is, in violation of the Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of the Grantee, or with respect to the identity of the parties in control of the Grantee or the degree thereof, and such violation shall not be cured within thirty (30) days after written demand by the Grantor to Grantee.

The Grantor shall have the right to reenter and take possession of the Property and to terminate (and revert in the Grantor) the estate conveyed by this Grant Deed to the Grantee, it being the intent that the conveyance of the Property to the Grantee is made upon condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Grantee specified in clauses (i), (ii), and (iii) of this subsection (c) failure on the part of the Grantee to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in said clauses, Grantor at its option may declare a termination in favor of the Grantor of the title, and of all the rights and interest in the Property conveyed by this Grant Deed to the Grantee, and that such title and all rights and interest of the Grantee, and any assigns or successors in interest in the Property, shall revert to the Grantor, provided that such condition subsequent and any revesting of title as a result thereof in Grantor, shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way; (a) the lien of any mortgage or other instruments authorized by the Agreement and executed for the sole purpose of obtaining funds to construct the Improvements; and (b) any rights or interest provided in the Agreement for the protection of the holders of such mortgages or other instruments.

(2) Grantor shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this subsection 3(c), including the right to execute and record or file with the County Recorder of the County of Madera a written declaration of the termination of all right, title and interest of Grantee and its successors in

interest and assigns in the Property and the revesting of title thereto in the Grantor, provided that any delay by the Grantor in instituting or prosecuting any such actions, suits or proceedings, taking any such steps, or otherwise asserting its rights under this Grant Deed shall not be a waiver of such rights or deprive Grantor of or limit such rights in any way, it being the intent of this provision that Grantor should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this paragraph 3(c)(2) because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved, nor shall any waiver by Grantor with respect to any specific default by Grantee under this subsection 3(c) be a waiver of the rights of Grantor with respect to any other defaults by Grantee under this Grant Deed or with respect to the particular default except to the extent specifically waived in writing.

WITNESS the hands of the officers of Grantor and Grantee, attested by the official and corporate seals thereof this _____ day of _____, 2011.

MADERA REDEVELOPMENT AGENCY

MADERA UNIFIED SCHOOL
DISTRICT

By: _____
Robert L. Poythress, Chairperson

By: _____

Title

APPROVED AS TO FORM:

ATTEST:

By: _____
J. Brent Richardson, Acting General
Counsel

By: _____
Sandi Brown, Agency Secretary

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF Madera, STATE OF CA
AND IS DESCRIBED AS FOLLOWS:

Lots 5 and 6 in Block 31 of Hughes Addition to the Town, now City of Madera, according to the map entitled, "Map of Lankershim Colony and Addition to the Town of Madera, etc.", filed for record in the office of the County Recorder of Fresno County, California, on February 5, 1889, in Book 4 of Maps, at Page 31.

APN: 010-152-003

Madera High School Housing Project (308 S. 'J' St.)

	Estimated Budget 8/04/11	Actual Cost At Completion
Site Development :		
Purchase Price of Property	\$ 10,000.00	\$ -
Appraisal Fees	\$ -	\$ -
Escrow Fees	\$ 403.50	\$ -
Surveying Costs	\$ -	\$ -
Site Support Costs (EIR, Reports)	\$ -	\$ -
Relocation Assistance	\$ -	\$ -
Site Development (Not in Contract)	\$ -	\$ -
Other Costs (Legal/Condemnation)	\$ -	\$ -
Site Subtotal	\$ 10,403.50	\$ -
Planning:		
Architect/Engineering Fees	Donation	\$ -
City of Madera Permit/Impact Fees	\$ 11,000.00	\$ -
MUSD Building Fees	\$ 8,208.75	
Energy Analysis	Donation	\$ -
Preliminary Tests (Soil, Foundation)	\$ -	\$ -
Other Costs (Advertising, Printing)	\$ -	\$ -
Planning Subtotal	\$ 19,208.75	\$ -
Construction:		
Building Construction	\$ 68,750.00	\$ -
Construction Management/LCP	\$ -	\$ -
Other Construction Cost		\$ -
Construction Subtotal	\$ 68,750.00	\$ -
Construction Soft Cost:		
Interim Housing	\$ -	\$ -
Inspections	\$ -	\$ -
Real Estate Fees 6%	\$ 7,500.00	\$ -
Contingencies 10%	\$ 6,875.00	
Construction Loan Interest	\$ 4,812.50	\$ -
Construction Soft Cost Subtotal	\$ 19,187.50	\$ -
Total	\$ 117,549.75	\$ -
Potential Funding:		
MUSD Building Fees	\$ 8,208.75	
Real Estate Fees Donation	\$ 3,125.00	
Potential Sale	\$ 125,000.00	
COP	\$ -	
County Joint Use State Funding	\$ -	
Modernization Savings	\$ -	
State Match	\$ -	
Total	\$ 136,333.75	
Total Project Income / (Loss)	\$ 18,784.00	



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

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:

- | | | |
|--|---|---------------------------------------|
| <input type="checkbox"/> Communications | <input type="checkbox"/> Consent | <input type="checkbox"/> Old Business |
| <input checked="" type="checkbox"/> New Business | <input type="checkbox"/> Information/Reports: | |

For Meeting Date: **September 27, 2011**

Submitted by: **Gustavo Balderas, Superintendent**

This Item will help to achieve the District Mission by:

- ☒ Increasing student achievement
- ☒ Providing a safe and orderly learning environment
- ☒ Promoting a financially sound and effective organization

Board Agenda Item:

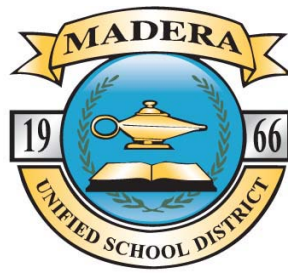
Madera Unified Board Governance Handbook

Description of item:

This handbook reflects the governance team's work on creation of a framework for effective governance. This involves ongoing discussions about unity of purpose, roles, norms and coming to agreement on protocols for formal structures that enable the governance team to continue to perform its responsibilities in a way that best benefits all children.

Financial impact:

None



Governance Handbook

The Board of Education is entrusted by the community to uphold the Constitutions of California and the United States, to protect the public interest in schools, and to ensure that a high quality education is provided to each student.

Board of Trustees

Robert E. Garibay, President
Ricardo Arredondo, Clerk
Maria Velarde-Garcia
Ray G. Seibert
Lynn Cogdill
Michael Salvador
Jose Rodriguez

Superintendent

Gustavo Balderas, Superintendent

Unity of Purpose, Roles and Responsibilities, Norms, Agreements

This handbook reflects the governance team's work on creation of a framework for effective governance. This involves ongoing discussions about unity of purpose, roles, norms and coming to agreement on protocols for formal structures that enable the governance team to continue to perform its responsibilities in a way that best benefits all children.

Building a Governance Team

Unity of Purpose

School district governance is the act of transforming the needs, wishes, and desires of the community into policies that direct the community's schools.

In a school district, the Board and Superintendent work together as a governance team. For a governance team to work together effectively, members need to: Maintain a unity of purpose; agree on and govern within appropriate roles; create and sustain a positive governance culture and; create a supportive structure for effective governance.

What do we as a governance team want to accomplish? What do we stand for?

- Our shared purpose is to have the best learning environment for all students.
- We want to build trust and move the District forward.
- We want to be an effective team.
- We want to understand our individual jobs and collective responsibilities.
- We want to be a team with a common focused direction so we are not a distraction to the District or community but a catalyst for the focused efforts of employees, and the community can see evidence of this focused direction.
- We want to be partners with the staff in positive change.
- We want to oversee the putting together of a first-rate program and first-rate facilities, making sure we continue to improve – never resting on our laurels.
- We want to perpetuate a legacy of positive culture as people come and go.

Roles and Responsibilities

Mutual agreement on the roles of the Board and Superintendent

The role of Trustees is to stay focused on the big picture while fulfilling five responsibilities in a series of job areas. These five responsibilities are:

1. We set the direction.
2. We establish the structure.
3. We provide support.
4. We ensure accountability.
5. We act as community leaders.

We carry out these responsibilities in each of the following job areas:

- Setting the District's Direction
- Student Learning and Achievement
- Finance
- Facilities
- Human Resources
- Policy
- Judicial Review
- Collective Bargaining
- Community Relations and Advocacy

The Superintendent assists the Board in carrying out its responsibilities in each of the job areas, and leads the staff toward the accomplishment of the agreed upon District vision and goals.

Creating and Sustaining a Positive Governance Team Culture

Culture is the positive or negative atmosphere created by the way people in an organization treat each other. Teams have unwritten (implicit) or written (explicit) agreements about how they will behave with each other and others. These behavioral ground rules, often called norms, enable teams to build and maintain a positive culture or shift a negative one.

Governance Norms

In addition to meeting the norms below in order to create a positive culture and atmosphere, we agree to act in ways that will help us meet the CSBA Professional Governance Standards.

WE AGREE TO –

- Keep from taking disagreements personally (individuality is embraced, respected).
- To show respect (never dismiss/devalue others).
- Make a commitment to effective deliberation, each listening openly while everyone is allowed to express his or her point of view.
- Make a commitment to open communication, honesty, no surprises.
- Commit the time necessary to govern effectively. This means being there, being knowledgeable, participating, understanding the full scope of being a Board Member and being willing to take on all the responsibilities involved.
- Be collaborative (this is the way we operate)!
- Maintain confidentiality (builds trust).
- Look upon history as lessons learned; focus on the present and the future.

AND – ABOVE ALL –

- Focus on students' best interest – on what's best for the students! This is what we do! And it is the touchstone that allows us to have our differences.

Board Governance Protocols

Leadership Responsibility and Roles of the Board

The only authority to direct actions rests with the full Board sitting at the Board table. A majority vote sets such direction. Individuals can request action by bringing up a new idea and will explain their interest in a particular course of action. When a majority of the Board, sitting in a formal meeting, requests action, that request should be made in the context of the intended results, not the methods used to achieve those results.

Board Policies (BB 9000, 9200 and 9300) of the District relate to the role and responsibility of the Board collectively and Board members individually. “No individual member of the Board, by virtue of holding office, shall exercise any administrative responsibility with respect to the schools; nor as an individual, command the services of any employee.” Board members are to channel their requests and/or concerns directly to the Superintendent (or if necessary through the Board President).

When a complaint is made to the Board, the members are encouraged to listen carefully, remembering that only one side of the story is being presented. Trustees will then direct the complainant to the staff most appropriate and able to help them resolve their concern, making sure the person understands the appropriate order of who to contact (teacher, then principal, then District staff) and is aware of any formal forms or policies that might assist them (e.g., written complaint form).

Board members will hold to the highest level of conduct, including emphasizing the positive when in public places or situations. Whenever appropriate, when responding to phone calls, emails, or visits from staff or community members, each Board member will channel concerns or complaints from such individuals to the Superintendent or appropriate staff member for action.

The Board's Role and Relationship with the Staff and Community

When individually visiting schools or departments, as a professional courtesy, Board members are encouraged to notify the Superintendent that they will be visiting a school or department, and may provide input to the Superintendent on issues or concerns that may arise from such a visit.

Staff members are directed to channel any requests made by individual Board members directly to the Superintendent. Such a direction does not imply, to either the staff or to individual Board members, a censoring of any private and informal conversations. The imperative is that a staff member is not placed in a position, by a Board member, to provide any information (beyond the information that would be provided to any regular community member) and/or complete any duty as requested. Staff members are directed to relay requests from Board members to the Superintendent to ensure that appropriate information is provided to all Board members.

Board Meetings and the Agenda

Staff members are directed to channel any requests made by individual Board members directly to the Superintendent. Such a direction does not imply, to either the staff or to individual Board members, a censoring of any private and informal conversations. The imperative is that a staff member is not placed in a position, by a Board member, to provide any information (beyond the information that would be provided to any regular community member) and/or complete any duty as requested. Staff members are directed to relay requests from Board members to the Superintendent to ensure that appropriate information is provided to all Board members.

Board meetings will be on the Second and Fourth Tuesday's of each month, except as noted in the Board calendar. Each Board meeting will begin with Closed Session at 5:30 pm. The Regular Public Meeting will begin at 7:00 pm. Study Sessions may be scheduled and shall be scheduled at the discretion of the Board.

The design of the Board agenda will follow the historical structure utilized by the Board. The design of the agenda may only be altered with the approval of the Board.

The superintendent, with the support of staff, will create each Board Agenda. Board members may request items to be placed on the agenda. The Board President and Clerk will meet with the Superintendent to discuss the contents of the agenda and the process that will be followed at the meeting, in advance of the Board Meeting.

Board Meetings and the Agenda (continued)

When an individual Board member requests information, that information will be provided to all Board members. An individual Board member will, insofar as possible, work to let the Superintendent and staff know ahead of time when a request for information will be made in public so the staff can be prepared to provide an answer. The superintendent will forward the question to all trustees and provide the answer, or when the answer will be available. Trustee should not 'reply to all'. Individual Board members will self-monitor to ensure one person's request for information does not divert an inappropriate amount of time from staff efforts to achieve District goals.

Board members will read the information provided to them and commit to ongoing professional development and training.

Each trustee has the obligation, in serving the community, to vote on each item presented to the Board. Abstention from voting must only take place when required by law, due to a potential conflict of interest and shall be proclaimed by the Board member.

Each trustee respects the right of other trustees to vote in the minority position. If so doing, each trustee agrees, as a courtesy to the team, to explain the reason for their minority vote, either during deliberation or before casting the vote

To model the behavior of being polite and professional at board meetings, the governance team will address one another by their title of trustee and their last name.

The governance team will strive for brevity in deliberations, keeping remarks brief and to the point so that all opinions can be expressed and meetings can be efficient.

The board wishes to maintain a culture of professionalism, stay focused, and respect the need of trustees to be available to their families:

- Cell phones will be set for 'silent' or vibrate.
- Cell phones will not be placed on the table / dais.
- Trustees will be discreet in checking cell phones if necessary.

The Board's Role in Collective Bargaining

Board members will be actively involved in the collective bargaining process to ensure that the District is represented well by those selected to negotiate on behalf of the Board and the Community. The involvement of the Board will be to:

- Ensure that the ethical, fiscal and educational goals of the Community are represented in the actions taken throughout the collective bargaining process;
- Participate by providing direction and guidance to those selected to represent the Board (District Negotiation Team).
- Establish the bargaining approach to be utilized by its negotiation team;
- Set the District's collective bargaining parameters for its negotiation team;
- Expect, as the representative of the Board, that the superintendent will ensure that the Board, collectively and individually, is informed on the issues and strategies implemented within the collective bargaining process.

The Board's Relationship with the Superintendent

The Board will commit to work through and with the Superintendent on issues regarding the running of the District. The Board and Superintendent are expected to protect confidential information. The Superintendent will inform the Board as soon as possible of:

- serious safety concerns
- serious disciplinary action
- serious / unexpected personnel changes
- legal or liability concerns
- notable achievements

The Superintendent is free to organize the staff in any way he or she deems appropriate to serve the needs of the District. Whenever practical, the Superintendent will brief the Board prior to the reorganization of the staff.

The board designates the superintendent or designee as the official spokesperson for the district. The superintendent will inform the board, as appropriate, regarding media coverage for certain events and issues.

All conflicts between the Superintendent and the Board will be handled in Closed Session, with the Superintendent being in attendance, when appropriate. Conflicts between individual governance team members will be addressed privately between those who hold the conflict and will not involve the Board as a whole or part.

The Board's Relationship with the Superintendent (continued)

The Board commits to complete an annual evaluation of the superintendent, not later than May 31st. The Board will set aside at least one special meeting for the purpose of completing the annual evaluation of the superintendent. In consultation with the superintendent, the evaluation process and associated documents will be developed and approved by the Board, not later than the last Board meeting in September. The evaluation process and instrument is designed to bring about the collective view of the Board. Thus, the evaluation will reflect the majority view of the Board, as a whole.

The Ongoing Implementation of Board Approved Protocols

A Study Session of the Board will be scheduled every January to review governance team agreements and processes.



AGENDA ITEM

MADERA UNIFIED SCHOOL DISTRICT

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:

- | | | |
|---|--|---------------------------------------|
| <input type="checkbox"/> Communications | <input type="checkbox"/> Consent | <input type="checkbox"/> Old Business |
| <input type="checkbox"/> New Business | <input checked="" type="checkbox"/> Information/Reports: | |

For Meeting Date: **September 27, 2011**

Submitted by: **Kelly Porterfield, Associate Superintendent of Business & Operations**

This Item will help to achieve the District Mission by:

- ☒ Increasing student achievement
- ☒ Providing a safe and orderly learning environment
- ☒ Promoting a financially sound and effective organization

Board Agenda Item:

Review 2010 Census Information and Trustee Area Boundaries

Description of item:

Doug Johnson from National Demographics Corporation will provide an update regarding the effects the 2010 Census has had on existing Trustee Areas. Mr. Johnson will also review criteria for redistricting as a result of the new data. Please see attached for a summary of the information.

Financial impact:

To be determined.

September 10, 2011

To: Board President Robert E. Garibay
Superintendent Gustavo Balderas
Mr. Kelly Porterfield, Associate Superintendent for Business and Operations

Fr: Douglas Johnson, President

Re: Population balance of existing Madera Unfired Trustee Areas

NDC is pleased to report that the demographic data for Madera Unified were successfully compiled, and the current population deviation data for each trustee area has been calculated.

This work was done using data from the 2010 decennial Census. To calculate the "ideal population" for each district, the total population of the jurisdiction is divided by the number of districts. Each district's deviation is obtained by calculating the difference between the district's population and that ideal value. The "total deviation" of the current map is calculated by subtracting the percentage deviation of the smallest district from the percentage deviation of the largest district. For example, if the largest district is +5.0% from the ideal population, and the smallest district is -4.0% from the ideal value, then the map's total deviation is the difference between those two values, or nine percent.

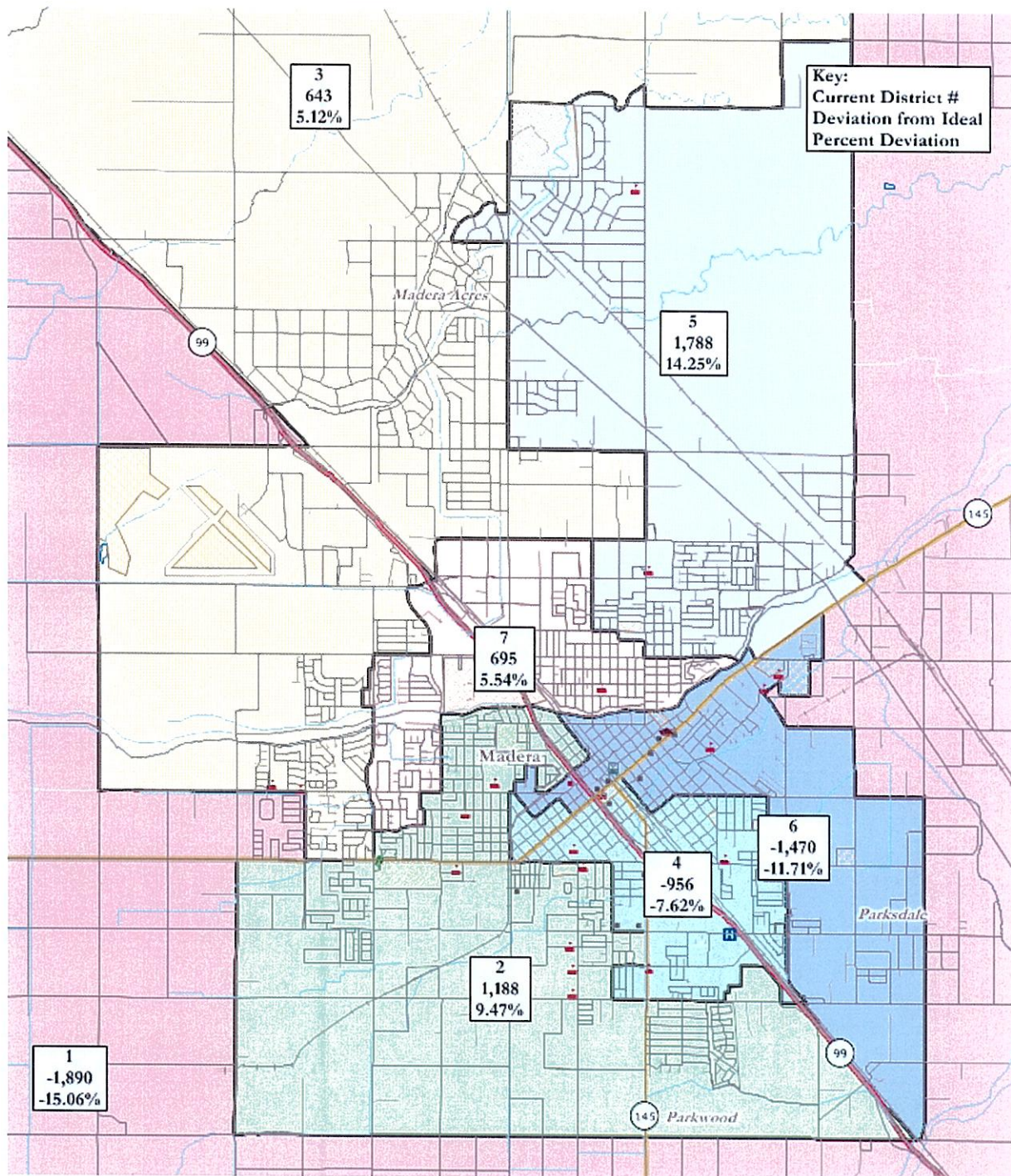
Below is the summary of population deviation among the trustee areas:

District	2010 Total Population	Deviation	Percent Deviation
1	10,659	-1,890	-15.06%
2	13,737	1,188	9.47%
3	13,192	643	5.13%
4	11,593	-956	-7.62%
5	14,337	1,788	14.25%
6	11,079	-1,470	-11.71%
7	13,244	695	5.54%
Total	87,841	3,678	29.31%
Ideal	12,549		

Typically the total deviation should be less than a total of three to five percent, though under some circumstances deviations of up to ten percent can be justified. Given the total deviation of 29.3 percent in the current trustee areas of Madera Unified, however, it is recommended that the District proceed with adjusting the trustee areas to bring them into population balance.

The following map shows the district number, deviation, and percent deviation for each of the existing trustee areas. It is followed by a full breakdown of the demographics of each district.

Population Deviation of Existing Madera Unified Trustee Areas



Madera Unified Existing Areas
Demographics

Curr-ent Areas	Tot. Pop.	Dev.	% Dev.	Hisp	NH Wht	NH DOJ Blk	NH DOJ Ind	NH DOJ Asn	NH DOJ Hwn	NH DOJ Oth	NH DOJ OthMR
1	10,659	-1,890	-15.06%	6,696	3,303	203	129	275	12	19	22
2	13,737	1,188	9.47%	9,231	3,613	396	129	284	9	29	46
3	13,192	643	5.13%	8,069	3,995	407	128	516	10	29	38
4	11,593	-956	-7.62%	9,557	1,311	383	100	199	11	7	25
5	14,337	1,788	14.25%	11,696	1,912	470	72	148	4	10	25
6	11,079	-1,470	-11.71%	9,614	934	327	89	70	6	18	21
7	13,244	695	5.54%	10,302	2,171	287	121	300	16	22	25
Total	87,841	3,678	29.31%	65,165	17,239	2,473	768	1,792	68	134	202
Ideal	12,549										

Abbreviations:
Dev. = Deviation
Hisp = Hispanic
NH = "Non-Hispanic"
Wht = White
Blk = Black / African American
Ind = Native American
Asn = Asian American
Hwn or Hwn = Hawaiian and Pacific Islander
Oth = Other
OthMR or MR = Multi-Race
Fil = Filipino
"DOJ" = Aggregated according to U.S. Department of Justice guidance
Reg = Voter Registration
CVAP = Citizen Voting Age Population

Cur- rent Areas	NH18										NH18 + NH18+										Asn +																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
	H18+		NH18+		NH18+ + DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ		NH18+ DOJ

Special Tabulation

Curr-ent Areas	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH CVA P	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Asn + Fil. Vote.
1	5,204	2,280	2,614	120	104	78	11	0	5,605	2,177	2,970	207	124	142	10	88	657	657	65
2	6,481	2,994	2,914	340	150	71	0	0	6,591	3,191	2,797	359	160	91	0	102	767	767	52
3	7,339	3,295	3,225	497	210	124	0	0	7,378	3,249	3,337	358	183	93	0	449	985	985	100
4	3,872	2,469	1,028	330	51	1	0	0	3,538	2,142	982	347	45	26	0	53	577	577	21
5	5,032	2,968	1,664	155	195	49	0	0	4,818	2,816	1,671	151	82	202	0	131	630	630	32
6	3,610	2,153	931	344	51	132	0	0	3,880	2,053	1,336	340	48	88	0	84	545	545	12
7	4,983	2,658	1,930	212	89	92	4	0	5,046	2,624	1,932	238	133	155	3	111	714	714	53
Total	36,520	18,817	14,306	1,998	848	545	15	0	36,855	18,252	15,024	2,002	776	797	13	1,018	4,876	4,876	335

American Community Survey (ACS)

Current Areas	% NH				% NH				% NH				% NH				% NH			
	% Hisp.	Wht	DOJ	Blk	DOJ	Ind	DOJ	Asn	DOJ	Hwn	DOJ	Oth	DOJ	Oth	DOJ	Oth	DOJ	Oth		
1	62.8%	31.0%	1.9%	1.2%	2.6%	0.1%	0.2%	0.1%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%		
2	67.2%	26.3%	2.9%	0.9%	2.1%	0.1%	0.2%	0.1%	0.2%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%		
3	61.2%	30.3%	3.1%	1.0%	3.9%	0.1%	0.2%	0.1%	0.2%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%		
4	82.4%	11.3%	3.3%	0.9%	1.7%	0.1%	0.1%	0.1%	0.1%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%		
5	81.6%	13.3%	3.3%	0.5%	1.0%	0.0%	0.1%	0.0%	0.1%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%		
6	86.8%	8.4%	3.0%	0.8%	0.6%	0.1%	0.2%	0.1%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%		
7	77.8%	16.4%	2.2%	0.9%	2.3%	0.1%	0.2%	0.1%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%		
Total	74.2%	19.6%	2.8%	0.9%	2.0%	0.1%	0.2%	0.1%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%		
Current Areas	% NH18+				% NH18+ + DOJ				% NH18+ + DOJ				% NH18+ + DOJ				% NH18+ + DOJ			
	% H18+ Pop	Wht	DOJ	Blk	DOJ	Ind	DOJ	Asn	DOJ	Hwn	DOJ	Oth	DOJ	Oth	DOJ	Oth	DOJ	Oth		
1	56.9%	36.6%	2.1%	1.3%	2.8%	0.1%	0.1%	0.1%	0.1%	0.1%	0.2%	0.1%	0.2%	0.1%	0.2%	0.1%	0.2%	0.1%		
2	60.8%	32.3%	2.9%	1.1%	2.3%	0.1%	0.2%	0.1%	0.2%	0.1%	0.3%	0.2%	0.3%	0.2%	0.3%	0.2%	0.3%	0.2%		
3	56.1%	35.2%	3.1%	1.0%	4.1%	0.1%	0.2%	0.1%	0.2%	0.1%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%		
4	78.5%	14.6%	3.7%	0.8%	2.0%	0.1%	0.1%	0.1%	0.1%	0.1%	0.2%	0.1%	0.2%	0.1%	0.2%	0.1%	0.2%	0.1%		
5	77.9%	16.7%	3.4%	0.7%	1.1%	0.0%	0.1%	0.0%	0.1%	0.0%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%		
6	83.3%	11.1%	3.5%	0.9%	0.7%	0.1%	0.2%	0.1%	0.2%	0.1%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%		
7	73.2%	20.5%	2.3%	1.0%	2.5%	0.2%	0.1%	0.2%	0.1%	0.2%	0.2%	0.1%	0.2%	0.1%	0.2%	0.1%	0.2%	0.1%		
Total	69.1%	24.2%	3.0%	1.0%	2.3%	0.1%	0.2%	0.1%	0.2%	0.1%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%	0.2%		
Special Tabulation																				
American Community Survey (ACS)																				
Current Areas	% NH																			
	% Total CVAP	% Hisp CVAP	% Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH DOJ CVAP	% NH Oth CVAP	% NH MR CVAP	% NH NH CVAP	% NH Ind CVAP	% NH Asn CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% NH NH CVAP	% NH Oth CVAP		
1	70.9%	43.8%	50.2%	2.3%	2.0%	1.5%	0.2%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
2	70.1%	46.2%	45.0%	5.3%	2.3%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
3	80.6%	44.9%	44.0%	6.8%	2.9%	1.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
4	53.4%	63.8%	26.5%	8.5%	1.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
5	55.9%	59.0%	33.1%	3.1%	3.9%	1.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
6	49.2%	59.6%	25.8%	9.5%	1.4%	3.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
7	56.3%	53.3%	38.7%	4.3%	1.8%	1.8%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
Total	62.8%	51.5%	39.2%	5.5%	2.3%	1.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		

Abbreviations:
Dev = Deviation
Hisp = Hispanic
NH = "Non-Hispanic"
Wht = White
Blk = Black / African American
Ind = Native American
Asn = Asian American
Haw or Hwn = Hawaiian and Pacific Islander
Oth = Other
OthMR or MR = Multi-Race
Fil = Filipino
"DOJ" = Aggregated according to U.S. Department of Justice guidance
Reg = Voter Registration
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