

**Meeting of
Madera County Board of Education
Tuesday, April 11, 2023
3:30 p.m.**

This meeting will be held at
1105 South Madera Avenue, Conference Room 5,
Madera, CA 93637

AGENDA

Reasonable Accommodation for any Individual with Disability – Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in a meeting or function of the Madera County Board of Education, may request assistance by contacting the Office of the Madera County Superintendent of Schools. All documents pertaining to open session agenda items are available to anyone upon request from the office at 1105 South Madera Avenue, Madera, CA 93637; Telephone: (559) 662-6274; FAX (559) 673-5569.

1.0 Call to Order

1.1 Flag Salute

2.0 Consideration of Minutes

2.1 Regular Meeting March 14, 2023 (Action) [Board]

3.0 Adoption of Board Agenda

(Action) [Board]

4.0 Information

4.1 Public Comment

[This time is offered to members of the public wishing to address the Board on matters under the jurisdiction of the Board, but not listed on the agenda. Board members may listen to but not discuss matters not on the agenda. (G.C. 54954.2) The Board will not take action on any items presented under public comment. Speakers are limited to 3 minutes.]

4.2 Letters and Communications

4.3 Non-School Sources

4.4 Madera County School Boards Association (MCSBA)
Executive Committee Meeting Report

[Deniz]

4.5 Madera County Foundation Board Report

[Bustos]

4.6 Member Report(s)

[Member]

5.0 Information from the Superintendent and Staff

- 5.1 Comparable Actual vs. Working Budget [DeWall]
[Information on MCSOS Fund 1 and Charter Schools]
- 5.2 MCSOS Williams Quarterly Report [Drake]
- 5.3 Information Technology Services [Lingo]
[Program Update]

6.0 Old Business

7.0 Closed Session

8.0 New Business

- 8.1 Consideration Issuance of Temporary County Certificates [Casarez]
[Ratification of Temporary County Certificates issued previous month] **(Action)**
- 8.2 Consideration Disposition of Surplus/Obsolete Equipment [DeWall]
[Equipment to be declared obsolete and removed from inventory] **(Action)**
- 8.3 Consideration of Career Technical Education Incentive Grant (CTEIG) Program Funding Memorandum of Understanding [Cogan]
[Review funding for CTE/ROP program at Pioneer Technical Center] **(Action)**
- 8.4 Consideration Adoption of 2023-2024 School Calendars [Cogan/Drake]
[Annual approval of school calendars] **(Action)**
- 8.4.1 Endeavor Secondary (Juvenile Hall) & Voyager Secondary
- 8.4.2 Pioneer Technical Center/Madera County Independent Academy
- 8.4.3 Pioneer Technical Center – Chowchilla
- 8.4.4 Madera County Superintendent of Schools Special Education (Gould)

9.0 Other

10.0 Adjournment

UNADOPTED

Minutes of Madera County Board of Education March 14, 2023

Present: Danny Bonilla, Shelley Deniz, Tammy Loveland, Zimri Padilla, Alfred Soares, Jr., Cecilia A. Massetti, Executive Secretary

Absent: Cathie Bustos, Nancy Prosperi

Also Present: Joe Casarez, Fred Cogan, Julie DeWall, Jessica Drake, Jennifer Pascale, Susan Pennell, Tricia Protzman

1.0 Call to Order

1.1 Flag Salute

President Tammy Loveland called the meeting to order at 3:31 p.m., followed by the flag salute.

2.0 Consideration of Minutes

2.1 Regular Meeting February 14, 2023

Alfred Soares, Jr., moved to approve the minutes of February 14, 2023, seconded by Danny Bonilla and carried by majority vote.

Ayes: Bonilla, Loveland, Padilla, Soares, Jr.

Noes: None

Abstain: Deniz

Absent: Bustos, Prosperi

3.0 Adoption of Board Agenda

President Loveland stated agenda items 5.2 and 7.1 would be removed from the agenda.

Alfred Soares, Jr. moved to adopt the agenda as amended, seconded by Zimri Padilla and carried by unanimous vote.

Ayes: Bonilla, Deniz, Loveland, Padilla, Soares, Jr.

Noes: None

Abstain: None

Absent: Bustos, Prosperi

4.0 Information

4.1 Public Comment

President Loveland, stated this time is offered to members of the public wishing to address the Board on matters under the jurisdiction of the Board, but not listed on the agenda. Board members may listen to, but not discuss matters not on the agenda.

(G.C. 54954.2) The Board will not take action on any items presented under public comment. Speakers are limited to three minutes. No one came forward to address the Board.

4.2 Letters and Communications

- ♦ Dr. Massetti stated employees who resigned submitted letters explaining their gratitude for employment with MCSOS. Dr. Massetti read the letters to the Board, which expressed opportunities for growth and amazing experiences during their employment.
- ♦ Dr. Massetti provided copies of the Mock Trial program. Yosemite High won the competition. Madera High came in second, just 16 points behind. Yosemite will be going to the state competition next week.
- ♦ Medical Careers Day was successful. Over 130 students registered to attend. However, due to poor weather conditions, approximately 100 students attended. Nine stations were provided for students. Some stations were: a suturing demonstration, dental health, Camarena mobile health, Pistoresi ambulance, and concussion awareness. Eight universities provided booths. Keynote speakers were two former Madera students: a doctor and a pharmacist.
- ♦ The California Department of Education approved the first interim report.
- ♦ Rita Wilson sent a thank you letter for all of the donations made to students with special needs and their families during the holidays through the Giving Tree program.
- ♦ Black Saints United and The City of Madera hosted a Black History Month Celebration on February 19, 2023.
- ♦ Four cadets graduated yesterday from the facility.

4.3 Non-School Sources

None

4.4 Madera County School Boards Association Executive Committee Meeting Report

Mrs. Deniz reported MCSBA met March 1st. The meeting was scheduled to be held at Rivergold Elementary, but due to poor weather conditions and closed roads, the meeting was held in the Conference Center. Kevin Gordon was the guest speaker. He provided a legislative update. He noted that one-time funds are starting to drop out. Schools need to be careful as they go into negotiations. Mrs. Deniz stated volunteers are needed for the MCSBA budget and finance committee and scholarship committee. The next meeting will be held at Rivergold Elementary in August. The topic is fentanyl. Board members were asked to donate \$20 for the MCSBA scholarship fund.

4.5 Madera County Foundation Board Report

Nothing to report.

4.6 Member Report(s)

None

5.0 Information from the Superintendent and Staff

5.1 Professional Development

Ms. Drake explained professional development is a set of tools, resources, and training sessions for educators to improve their skills. Staff are being supported by professional learning coaches/mentors, program director support, and specifically designed professional development which include: new teacher trainings, program director specific trainings, "Choose Your Own Adventure Trainings," and certification trainings like CPR and CPI.

Professional development is held during early outs or late starts and during staff professional development days. New teacher trainings are offered monthly and take place outside of the duty day, plus they have a full day of training before the year starts. SELPA offers a wide range of training opportunities and program directors seek out other outside trainings.

Topics provided during "Choose Your Own Adventure" Professional Development day:

- ♦ Classroom Behavior Through an Expert Lens
- ♦ Special Education 101
- ♦ Occupational Therapy
- ♦ Evidence Based Practices
- ♦ Instructional Technology
- ♦ Adapted PE
- ♦ Transitions
- ♦ Student Annual Needs Determination Inventory (SANDI) Training
- ♦ Behavior – Data Collection Basics
- ♦ Child Development
- ♦ CPI One Day Refresher Class
- ♦ CPR Certification
- ♦ Legal Training
- ♦ Life Skills Training
- ♦ Student Engagement

Mr. Padilla asked if one of the trainings was more popular than others. Ms. Drake said the behavior training was pretty popular, but it is hard to tell because sessions are limited due to facility space limitations.

5.2 Information Technology Services

Mr. Lingo could not attend the meeting and will present this topic in April.

6.0 Old Business

None

7.0 Closed Session

7.1 Conference with Real Property Negotiators (Government Code Section 54956.8)

MCSOS Negotiators: Julie DeWall, Chief Officer
Tricia Protzman, Assistant Superintendent
Property: APN# 034-110-008
Negotiating Party: Camarena Health
Under Negotiations: Price and/or terms of payment for sale, exchange, or lease

This agenda item was removed from the agenda.

8.0 New Business

8.1 Consideration Issuance of Temporary County Certificates

Mr. Casarez asked the Board to ratify the issuance of Temporary County Certificates (TCCs) from February 1-28, 2023. TCC are issued in order to authorize the individual to work while the California Commission on Teacher Credentialing reviews his/her waiver request, emergency permit, initial and/or renewal credential application packet.

Zimri Padilla moved to ratify the TCCs, seconded by Shelley Deniz and carried by unanimous vote.

Ayes: Bonilla, Deniz, Loveland, Padilla, Soares, Jr.
Noes: None
Abstain: None
Absent: Bustos, Prospero

8.2 Consideration Disposition of Surplus/Obsolete Equipment

Mrs. DeWall provided the Board with a list of equipment declared obsolete. Items included Chrome Boxes, a laptop, computers, a printer, a scanner, monitors, an easel, and a table.

Shelley Deniz moved to approve the list of surplus/obsolete equipment submitted, seconded by Zimri Padilla and carried by unanimous vote.

Ayes: Bonilla, Deniz, Loveland, Padilla, Soares, Jr.
Noes: None
Abstain: None
Absent: Bustos, Prospero

8.3 Consideration Second Interim Report/Budget

Mrs. DeWall reported the Second Interim goes through January 31st. MCSOS will meet the current fiscal requirements as well as the next two years. ADA is based on the 2021-2022 P2 for Special Education. ADA is estimated to stay the same in the 2023-2024 and 2024-2025 years. ADA is projected at 28.99 in Juvenile Hall, 12.60 for County Funded Non-Juvenile Court Schools, 192.74 for Pioneer Technical Center,

40.95 for Madera County Independent Academy and 257.87 for special education.

The COLA is budgeted at 6.56% for 2022-2023, 8.13% for 2023-2024, and 3.54% for 2024-2025.

Juvenile Hall did not get the additional funding that the districts received. Step and column increases are projected to be approximately 1.5%. MCSOS will see an increase in revenues before the end of the year for the DA budget. PERS & STRS rates continue to increase with no additional funding projected. 79% of the revenues for County Offices are restricted, meaning that Special Education funding cannot be used for Alternative Education or pre-school, etc. Revenues have stayed about the same from first interim to second interim. State revenues decreased in the state portion of the expanded learning opportunity grant by about \$400 thousand. On the expense side, the main changes between the reports was an increase in salary/benefits, books/supplies, capital outlay, and other outgoing transfers. Services and other operating expenses decreased by about \$400 thousand because it was moved to cover capital outlay costs.

Cautionary news: The Legislative Analyst Office reports anticipated budget problems in 2023-2024 stating the governor's revenue estimates are likely to too high. They are anticipating a two-in-three chance that state revenues will be lower than the governor's budget estimates for 2022-2023 and 2023-2024.

Danny Bonilla moved to accept the positive certification of the Second Interim Report/Budget, seconded by Zimri Padilla and carried by unanimous vote.

Ayes: Bonilla, Deniz, Loveland, Padilla, Soares, Jr.
Noes: None
Abstain: None
Absent: Bustos, Prospero

8.4 Consideration Educational Resources and Services Instructional Materials Recommendations

Mrs. Pennell reported the list of instructional materials has been received and is waiting to be approved. The list was larger than usual. President Loveland stated she preferred the report format this time rather than in times past.

Alfred Soares, Jr. moved to approve the list of materials for inclusion in the County collection, seconded by Zimri Padilla and carried by unanimous vote.

Ayes: Bonilla, Deniz, Loveland, Padilla, Soares, Jr.
Noes: None
Abstain: None
Absent: Bustos, Prospero

8.5 Consideration Transportation Plan

Ms. Drake reported that Home-to-School Transportation Reimbursement was created

by Assembly Bill 181 and later amended by Assembly Bill 185. This legislation provides reimbursement funding for school districts and county offices of education based on the prior year eligible transportation expenditures and prior year Local Control Funding Formula transportation-related add-on funding.

When the program is implemented, the funds that are reimbursed will go back to the districts. A Transportation Plan is required in order to access reimbursement. Students were interviewed, along with the school site council to meet requirements for the plan. The plan was also sent to the air district control agency for feedback. 3 to 22-year-old students are transported to attend regional programs. Many are wheelchair bound or need health aids to ride with them. The demographic information provided in the plan is only on students that are transported. There is a formula that calculates mileage. MCSOS has received no reimbursement thus far. This plan proposes to reimburse up to 60% of costs. Mrs. DeWall added this is a two-year plan.

Shelley Deniz moved to approve the submission of 2022/2023 Transportation Plan, seconded by Danny Bonilla and carried by unanimous vote.

Ayes: Bonilla, Deniz, Loveland, Padilla, Soares, Jr.
Noes: None
Abstain: None
Absent: Bustos, Prospero

8.6 Consideration Move All Personnel Policies in the 4000 Series from the Board to the Superintendent

Dr. Massetti stated for county offices, the case law clarifies the employer is the County Superintendent. Some employee policies have been listed as Board policies. Dr. Massetti requests to redesignate those from Board policies to Superintendent policies.

Alfred Soares, Jr. moved to redesignate the misidentified 4000 Employee Series Board Policies to Superintendent Policies, seconded by Zimri Padilla and carried by unanimous vote.

Ayes: Bonilla, Deniz, Loveland, Padilla, Soares, Jr.
Noes: None
Abstain: None
Absent: Bustos, Prospero

8.7 Consideration Resolution No. 5, 2022-2023 Support of Funding for County Office of Education Operated Juvenile Court and Community Schools

Dr. Massetti explained this resolution urges the State Legislature and Governor's Administration to support sustainable fiscal resources for the provision of public education and college and career transition for youth enrolled in juvenile court and community schools by establishing a funding formula that supports the provision of academic, college and career readiness, and social-emotional services.

Once approved, the resolution will be sent to Sacramento. Mrs. DeWall added the legislation will establish a base funding amount. ADA fluctuates in the juvenile court programs. Stable funding is needed to keep staff and programs funded.

Danny Bonilla moved to adopt Resolution 5, 2022-2023 Resolution in Support of Funding for County Office of Education Operated Juvenile Court and Community Schools, seconded by Shelley Deniz and carried by unanimous vote.

Ayes: Bonilla, Deniz, Loveland, Padilla, Soares, Jr.

Noes: None

Abstain: None

Absent: Bustos, Prosperi

8.8 Consideration Adoption of Revised 2022-2023 School Calendars

8.8.1 Pioneer Technical Center

8.8.2 Chowchilla High School Program

The Chowchilla Fair changed its dates. Schools in Chowchilla are moving their non-student dates to accommodate the fair.

Alfred Soares, Jr., moved to accept the calendars for Pioneer Technical Center – Chowchilla and Chowchilla High School as presented, seconded by Shelley Deniz and carried by unanimous vote.

Ayes: Bonilla, Deniz, Loveland, Padilla, Soares, Jr.

Noes: None

Abstain: None

Absent: Bustos, Prosperi

8.9 Consideration of the Arts, Music, and Instructional Materials Discretionary Block Grants

8.9.1 Madera County Independent Academy

8.9.2 Madera County Superintendent of Schools

8.9.3 Pioneer Technical Center

Mr. Cogan reported the Discretionary Block Grant Plan will allow MCSOS to spend funds on program operational costs. Since COVID, Career Technical and Alternative Education programs have lost 100 students. The Block Grants would be helpful in funding programs. It is a four-year plan.

Alfred Soares, Jr., moved to approve the Arts, Music, and Instructional Materials Discretionary Block Grant Plan, seconded by Zimri Padilla and carried by unanimous vote.

Ayes: Bonilla, Deniz, Loveland, Padilla, Soares, Jr.

Noes: None

Abstain: None

Absent: Bustos, Prosperi

9.0 Other

9.1 Spring Fling Event

Dr. Massetti reported Spring Fling will be held May 4th. The event honors staff for their years of service, program recognition, retirement, and other awards. She asked the Board if they would like to attend. A table has been reserved for the Board and will need to be decorated to the theme. Nancy Prosperi and Shelley Deniz volunteered to decorate the table.

Doors open at 4 p.m. The program starts at 5 p.m. Matilda Torres High School's culinary class will be catering the event.

A tour of Matilda Torres has been scheduled for the Board next Wednesday at 2 p.m.

10.0 Adjournment

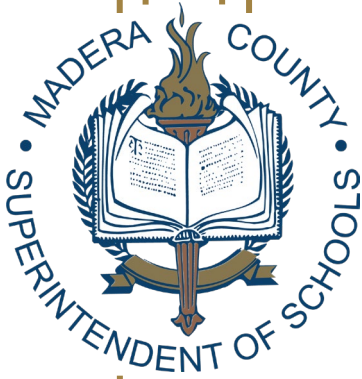
Shelley Deniz moved to adjourn the meeting, seconded by Danny Bonilla and carried by unanimous vote.

Ayes: Bonilla, Deniz, Loveland, Padilla, Soares, Jr.
Noes: None
Abstain: None
Absent: Bustos, Prosperi

The meeting adjourned at 5:03 p.m.

Respectfully submitted,

Cecilia A. Massetti, Ed.D.
Executive Secretary



Cecilia A. Massetti, Ed.D.
Superintendent of Schools

Agenda Item 5.1

Board of Education Informational Item April 11, 2023

Topic:

MCSOS General Fund & Charter Schools Actual vs. Budget

Background:

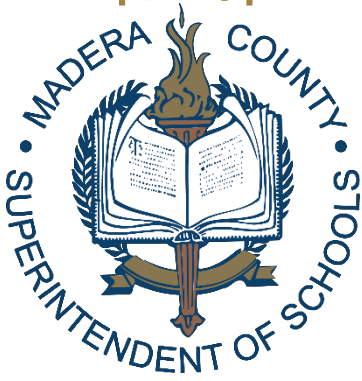
The presentation that will be given during the board meeting will reflect the actual expenditures through March 31, 2023, and Budget based on Second Interim Budget plus Budget Transfers through March 31, 2023.

Financial Impact:

None.

Resource:

Julie DeWall
Chief Officer
Business & Administrative Services



Cecilia A. Massetti, Ed.D.
Superintendent of Schools

Agenda Item 5.2

Board of Education Informational Item April 11, 2023

Topic:

Quarterly Report on Williams Uniform Complaints

Background:

According to Education Code 35186, Madera County Superintendent of Schools (MCSOS) is required to report on a quarterly basis the total number of complaints filed with the MCSOS related to MCSOS programs. During the past quarter, no complaints were received.

Financial Impact:

None

Resource:

Jessica Drake
Executive Director
Student Programs and Services

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186(d)]

District: Madera County Superintendent of Schools

Person completing this form: Jessica Drake Title: Executive Director

Quarterly Report Submission Date: April 2023

Date for information to be reported publicly at Governing Board meeting: April 11, 2023

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

The following chart summarizes the nature and resolution of these complaints.

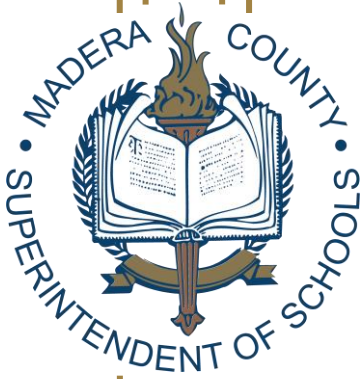
General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Cecilia A. Massetti, Ed.D.

Print Name of District Superintendent

Signature of District Superintendent

Date



Cecilia A. Massetti, Ed.D.
Superintendent of Schools

Agenda Item 8.1

Board of Education Action Item April 11, 2023

Topic:

Consideration Issuance of Temporary County Certificates.

Background:

Attached is a listing of the Temporary County Certificates (TCC) issued from March 1, 2023. TCC's are issued in order to authorize the individual to work while the California Commission on Teacher Credentialing reviews his/her waiver request, emergency permit, initial and/or renewal credential application packet.

Dr. Cecilia A. Massetti, Madera County Superintendent of Schools or an assigned designee, approved and signed each certificate. The Board is now requested to ratify this action.

Financial Impact:

None

Resource:

Joe Casarez
Chief Human Resources Officer
Human Resources

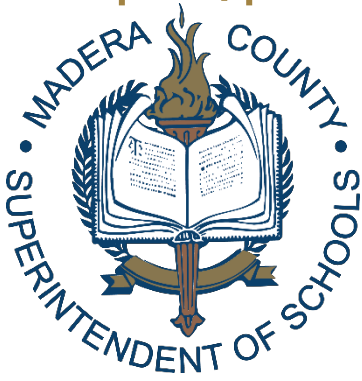
Recommendation:

It is recommended the Board ratify the issuance of Temporary County Certificates from March 1-31, 2023.

MADERA COUNTY SUPERINTENDENT of SCHOOLS

TEMPORARY COUNTY CERTIFICATES Issued 03/01/2023-03/31/2023

<i>Last Name</i>	<i>First Name</i>	<i>Credential Applied For</i>	<i>Valid Dates of TCC</i>	<i>Employing District</i>	<i>Date Issued</i>	<i>Application Type</i>
Fonseca-Zamora	Anna	Prospective Sub Teaching Permit	03/01/2023-04/01/2023	County-Wide Substitute Teacher List	3/31/2023	New
Fonseca-Zamora	Ricardo	Prospective Sub Teaching Permit	03/01/2023-04/01/2024	County-Wide Substitute Teacher List	3/31/2023	New
Hardison	Rebecca	Single Subject Social Science	02/01/2023-03/01/2024	Yosemite USD	3/31/2023	Renewal



Cecilia A. Massetti, Ed.D.
Superintendent of Schools

Agenda Item 8.2

Board of Education Action Item April 11, 2023

Topic:

Consideration Disposition of Surplus/Obsolete Equipment.

Background:

MCSOS staff members have completed a review of other equipment not in use and have determined that these items cannot be used in alternative placements. The equipment is shown on the attached list. Once declared obsolete, the items will be removed from our Fixed Asset Inventory and discarded.

Financial Impact:

None

Resource:

Julie DeWall
Chief Officer
Business & Administrative Services

Recommendation:

It is recommended the Board approve the attached list of equipment to be declared obsolete and removed from inventory.

Obsolete Items List - For April 2023 Board

Computers

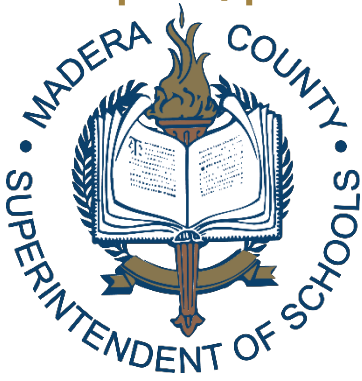
Description	Make	Model	S/N	Asset Tag	Obsolete	Non-operational
Laptop	Dell	Latitude 3340	CKV6632	24987		X
Laptop	Dell	Latitude D630	CGYRDG1	23079	X	
Laptop	Dell	Latitude E5540	7PTQL12	24861		X
Laptop	Dell	latitude E6540	5J7KF12	24738		X

Printers

Description	Make	Model	S/N	Asset Tag	Obsolete	Non-operational
Printer	HP	LaserJet P4015x	CNDY235659	23444		X
Printer	HP	LaserJet M602	CNDCJ8G0K4	25344		X

Other Items

Description	Make	Model	S/N	Asset Tag	Obsolete	Non-operational
Server	Dell	T110	5J2QTL1	23816		X
5 Drawer File Cabinet	Hon		From Business at CTE		X	
Wooden 2 Door Cabinet			From MCSOS2 at CTE		X	
Wooden 2 Door Cabinet			From MCSOS2 at CTE		X	
Wooden 2 Door Cabinet			From MCSOS2 at CTE		X	
4 Drawer File Cabinet			From Business at CTE		X	
1'x3' Metal Table			From Business at CTE		X	
5 Drawer File Cabinet	Hon		From Business at CTE	7304	X	
5 Drawer File Cabinet	Hon		From Business at CTE		X	
Metal Bookshelf			From Business at CTE		X	
Wood Bookshelf			From Business at CTE		X	
Metal Bookshelf	Hon		From Business at CTE	21578	X	



Cecilia A. Massetti, Ed.D.
Superintendent of Schools

Agenda Item 8.3

Board of Education Action Item April 11, 2023

Topic:

Consideration of Career Technical Education Incentive Grant (CTEIG) Program Funding Memorandum of Understanding

Background:

This Memorandum of Understanding for Consortium Application for Career Technical Education Incentive Grant ("CTEIG") Program Funding ("MOU") is entered between and amongst each Local Educational Agency ("LEA"). The goal of the CTEIG Program is to provide pupils with the knowledge and skills necessary to transition to employment and postsecondary education.

Financial Impact:

\$68,651

Resource:

Frederick Cogan
Executive Director,
Career & Alternative Education Services

Recommendation:

Approval of Memorandum of Understanding for CTEIG for Program Funding.

MEMORANDUM OF UNDERSTANDING
for
Consortium Application for
Career Technical Education Incentive Grant Program Funding

This Memorandum of Understanding for Consortium Application for Career Technical Education Incentive Grant ("CTEIG") Program Funding ("MOU") is entered between and amongst each Local Educational Agency ("LEA") that executes the Signature Page, which form is set forth in Attachment 1 to this MOU. An LEA may become a party to this MOU by submitting a completed Signature Page signed by the LEA's authorized representative. All LEAs that have completed and signed a Signature Page are also referred to in this MOU collectively as the "**Parties**" and individually as a "**Party**". All Parties, except Fresno County Superintendent of Schools CTE Department ("FCSS"), are California public school districts and are also referred to individually as "School District" and collectively as "School Districts".

1. Recitals.

- 1.1 The CTEIG Program is governed by Chapter 16.5 of the Education Code, sections 53070 *et seq.* The goal of the CTEIG Program is to provide pupils with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of the CTEIG Program is to encourage and maintain the delivery of high-quality career technical education programs.
- 1.2 The CTEIG Program allows for funding for career technical education programs for the fiscal year 2022-2023. The funds available under the CTEIG Program shall be distributed based upon the average daily attendance ("**ADA**") and matching funds of the applicant in accordance with this MOU and applicable law.
- 1.3 The CTEIG Program allows for a combination of LEAs, including county offices of education and school districts, to apply together for CTEIG Program funding for purposes of determining ADA and matching funds.

- 2. "Contract Term".** This MOU shall become effective on July 1, 2022 ("**Contract Effective Date**") and shall continue in full force and effect thereafter until and including December 31, 2024 ("**Contract Termination Date**") and any extension thereto ("**Contract Term**") and shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by any Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

3. Parties' Responsibilities. The obligations and responsibilities of the Parties are as follows:

- 3.1 Each Party to this MOU agrees to apply for CTEIG Program funding together as a consortium applicant with all other Parties to this MOU ("**Consortium**").
- 3.2 Each Party to this MOU agrees and acknowledges that FCSS shall act as lead LEA of the Consortium for purposes of applying for, receiving, and administering CTEIG Program funds allocated to the Consortium. FCSS, as lead LEA, shall also submit the necessary plans, application(s), and fiscal claims to the California Department of Education ("**CDE**") on behalf of the Consortium.
- 3.3 Each Party to this MOU participating in the Consortium shall cooperate in the Consortium's application process and in the development of all necessary documents for the application(s) for CTEIG Program funding. Each Party shall provide timely responses to FCSS's request(s) for information and data relevant to the preparation of the Consortium's application(s) for CTEIG Program funding.
- 3.4 Each Party to this MOU will release the ADA of its students to the Consortium for purposes of the Consortium applying for CTEIG Program funding. The Consortium's application(s) for CTEIG Program funding will only report ADA for students that each Party has released for the purpose of determining the grant allocation award. Each Party authorizes the release of the amount of ADA specified on its Signature Page to the Consortium for purposes of determining the Consortium's grant allocation award.
- 3.5 Each Party to this MOU will sign all grant assurances and comply with all requirements as a grant recipient for the CTEIG Program funding, as outlined in Education Code section 53071.
- 3.6 Each Party to this MOU agrees to contribute matching funds to the Consortium for purposes of complying with the CTEIG Program matching funds requirements in order to receive CTEIG Program

funding. Each Party agrees to contribute the matching funds amount specified on its Signature Page to the Consortium for purposes of applying for CTEIG Program funding.

4. **Indemnity.** Each Party's indemnity, defense, and hold harmless obligations to the other Party under this MOU shall be governed solely by this Article. A Party ("Indemnitor") shall: (A) indemnify and hold harmless the other Party ("Indemnitee") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this MOU. "Claim" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this MOU where there has been no Final Determination. "Loss" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this MOU and for which there has been a Final Determination that a Party is or both Parties are liable. "Third Party" means a person who or an entity that is not any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Agency; (C) an employee, agent, or volunteer of FCSS or a member, officer, or agent of the Fresno County Board of Education; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "Final Determination" means any judgment, order, or decision, each a "Determination," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.
5. **Dispute Resolution.** The Parties shall meet and confer in good faith to resolve any disputes between them regarding or relating to this MOU, including the alleged breach, interpretation, or application of this MOU. Except for an action to obtain injunctive relief to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the meet-and-confer required by this Article, a Party may not commence a civil action regarding or relating to this MOU until after compliance with this Article.
6. **General Provisions.**
 - 6.1 **Entire Agreement, Execution, Amendment, and Waiver.** This MOU is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. The Parties may execute this MOU and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this MOU or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this MOU only by a writing executed by them.
 - 6.2 **Interpretation, Applicable Laws and Time Zone, Venue, Severability, and Survival of Termination.** If there is uncertainty of any language in this MOU, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this MOU shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this MOU shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this MOU shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this MOU void, illegal, or unenforceable, this MOU shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this MOU and the remaining provisions shall be construed to preserve the Parties' intent in this MOU. Any provision in this MOU that by its nature applies after, or is specifically stated to survive, the termination of this MOU shall survive the termination of this MOU.
 - 6.3 **Independent Contractor, Assignment, and Transfer.** Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees,

or agents of any other Party. This MOU does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between any of the Parties. A Party and its officers, employees, agents, and any other person performing services for or on behalf of the Party shall not have any right or claim against any other Party for wages or employee compensation, social security benefits, workers compensation benefits, health benefits, vacation, sick leave, or other employee benefits. A Party shall not assign or transfer any or all of its obligations and/or rights under this MOU, including by operation of law or change of control or merger, without FCSS's prior written consent.

- 6.4 **Notices.** All notices and communications required or permitted under this MOU shall be deemed duly given by a Party if in writing and delivered: (1) personally, sent by a reputable overnight courier services with package tracking capability; (2) certified mail, return receipt requested, first class postage prepaid; or (3) regular mail *and* facsimile or email, to the other Party, to the attention of the other Party's Contact/Designee, at the address, facsimile, and/or email, as applicable, stated on the other Party's Signature Page and, if addressed to FCSS, a copy of notices required by this MOU to the following: by regular mail to Lead Legal Counsel, Legal Services Department, Fresno County Superintendent of Schools, 1111 Van Ness Avenue, Fresno, CA 93721, and by e-mail to legalservices@fcoe.org. A Party may change its/his/her designated representative and/or addresses by notifying the other Parties in writing of the particular change and the effective date thereof.

ATTACHMENT 1
SIGNATURE PAGE

NAME OF PARTY: Madera County Superintendent of Schools Office_ ("Party")
(State full legal name of Party)

PARTY CONTACT/DESIGNEE (list Party's contact/designee):

Name: Cecilia A. Massetti Title: Superintendent

Address: 1105 S. Madera Ave.
Madera, CA 93638

Phone No.: (559) 674-6274 FAX No. _____ Email Address: cmassetti@mcsos.org

Authorization to Release Average Daily Attendance ("ADA") to the Consortium. The Party executing this Signature Page hereby authorizes the release of the following amount of ADA to the Consortium for purposes of determining the Consortium's grant allocation award for CTEIG Program Funding: 400 ADA.

Contribution of Matching Funds. The Party executing this Signature Page hereby agrees to contribute the following amount of matching funds to the Consortium for purposes of applying for CTEIG Program funding: \$137,303 in matching funds, for an allocation of \$68,651. Matching funds timeline is July 1, 2022 through June 30, 2023. Fiscal year 2022-2023 funds may be expended until December 31, 2024. COE will withhold 10% of the CTEIG allocation until submission and acceptance of the Final Expenditure Report due January 31, 2025.

In consideration of the covenants, conditions, and stipulations set forth in this MOU and for good and valuable consideration and/or the mutual benefits to be derived from this MOU, the above Party, intending to be legally bound, agrees as set forth herein, and executes this MOU. Each person executing this MOU on behalf of a Party represents that he or she is authorized to execute on behalf of, and to commit and bind, the Party to this MOU.

AUTHORIZED PARTY REPRESENTATIVE

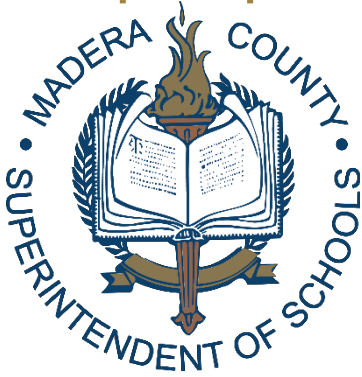
By: *&twva.*
(Signature)

Print Name: Cecilia A. Massetti

Title: Superintendent

Date of Execution: February 21, 2023

Name of Party: Madera County Superintendent of
Schools



Cecilia A. Massetti, Ed.D.
Superintendent of Schools

Agenda Item 8.4

Board of Education Action Item April 11, 2023

Topic:

Consideration Adoption of 2023-2024 School Calendars

- 8.4.1 Endeavor Secondary (Juvenile Hall) & Voyager Secondary
- 8.4.2 Pioneer Technical Center/Madera County Independent Academy
- 8.4.3 Pioneer Technical Center – Chowchilla
- 8.4.4 Madera County Superintendent of Schools Special Education (Gould)

Background:

The Madera County Board of Education annually approves school calendars for Madera County Superintendent of Schools (MCSOS) Alternative Education, Special Education and Charter School programs.

All calendars for the Career and Alternative Education Programs will follow a calendar that has variations from Madera Unified School District (MUSD) due to the number of staff development days MUSD has that will negatively affect our calculation with Average Daily Attendance. Pioneer Technical Center Chowchilla will follow the Chowchilla Union High School District's calendar and Gould will follow MUSD.

Financial Impact:

None.

Resource:

Frederick Cogan
Executive Director,
Career & Alternative Education Services

Jessica Drake
Executive Director
Student Programs and Services

Recommendation:

Acceptance of the calendars as presented.

MADERA COUNTY SUPERINTENDENT OF SCHOOLS

2023-2024

Career and Alternative Education Services Endeavor and Voyager

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Days
JUL			X	H	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	20
AUG	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	23
SEP	X			H	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			20
OCT		X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	22
NOV	X	X	X			X	X	X	X	H			X	X	X	X	X			X	X	X	H	H			X	X	X	X		19
DEC	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			H	H	H	X	X			18
JAN	H	X	X	X	X			X	X	X	X	X			H	X	X	X	X			X	X	X	X	X			X	X	X	21
FEB	X	X			X	X	X	X	X			H	X	X	X	X			H	X	X	X	X			X	X	X	X			19
MAR	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			21
APR	X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X		22
MAY	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			H	X	X	X	X	22
JUN			X	X	X	X	X			X	X	X	X	X			X	X	H	X	X			X	X	X	X	X				19
																											Total Instructional Days			246		

- H** = Holiday
- N = Non-School Day
- SW = Staff Workday
- X = Days Taught
- */N =

Non-Instructional Staff Work Days = 0
Total Staff Workdays = 246

Board Approved:

DRAFT

MADERA COUNTY SUPERINTENDENT OF SCHOOLS Madera County Independent Academy and Pioneer Technical Center 2023-2024

8.4.2

July 1-31 are non-school days. July 4 is a holiday. Total instructional days are 0.

August 1 is a non-school day. August 2-4 are staff workdays. August 7-31 are instructional days with August 7 being the first day of school. Total instructional days are 19, staff workdays are 3.

September 1-30 are instructional days. September 4 is a holiday. Total instructional days are 20.

October 2 and 9 are non-school days. October 3-31 are instructional days. Total instructional days are 20.

November 1-17 and 27-30 are instructional days. November 10, 23, and 24 are holidays. November 20-22 are non-school days. Total instructional days are 16.

December 1-22 are instructional days. December 11 and 28-29 are non-school days. December 25-27 are holidays. Total instructional days are 15.

January 1 and 15 are holidays, January 2-12 are non-school days. January 22 is a staff workday. January 16-31 are instructional days. Total instructional days are 11, staff workday 1.

February 1-29 are instructional days. February 12 and 19 are holidays. February 26 is a non-school day. Total instructional days are 18.

March 1-22 are instructional days. March 11 and 25-29 are non-school days. Total instructional days are 15.

April 1 is non-school day. April 2-30 are instructional days. Total instructional days are 21.

May 1-31 are instructional days. May 24 is a non-school day. May 27 is a holiday. Total instructional days are 21.

June 3-6 are instructional days with June 6 as the last day of school. June 7-30 are non-school days. June 19 is a holiday. Total instructional days are 4.

Total instructional days for the year are 180, non-instructional staff workdays are 4, and total staff workdays are 184.

MADERA COUNTY SUPERINTENDENT OF SCHOOLS

2023-2024

Career and Alternative Education Services

Madera County Independent Academy (MCIA) and Pioneer Technical Center (PTC)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Days
JUL			N	H	N	N	N			N	N	N	N	N			N	N	N	N	N			N	N	N	N	N			N	0
AUG	N	SW	SW	SW			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	19
SEP	X			H	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			20
OCT		N	X	X	X	X			N	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	20
NOV	X	X	X			X	X	X	X	H			X	X	X	X	X			N	N	N	H	H			X	X	X	X		16
DEC	X			X	X	X	X	X			N	X	X	X	X			X	X	X	X	X			H	H	H	N	N			15
JAN	H	N	N	N	N			N	N	N	N	N			H	X	X	X	X			SW	X	X	X	X			X	X	X	11
FEB	X	X			X	X	X	X	X			H	X	X	X	X			H	X	X	X	X			N	X	X	X			18
MAR	X			X	X	X	X	X			N	X	X	X	X			X	X	X	X	X			N	N	N	N	N			15
APR	N	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X		21
MAY	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	N			H	X	X	X	X	21
JUN			X	X	X	X	N			N	N	N	N	N			N	N	H	N	N			N	N	N	N	N				4
																Total Instructional Days														180		

- H = Holiday
- N = Non-School Day
- SW = Staff Workday
- X = Days Taught
- *N = Office Closed
- X = End of Quarter

Non-Instructional Staff Work Days = 4
Total Staff Workdays = 184

Board Approved:

DRAFT

MADERA COUNTY SUPERINTENDENT OF SCHOOLS Pioneer Technical Center (Chowchilla) 2023-2024

8.4.3

July 1-31 are non-school days. July the 4 is a holiday. Total instructional days are 0.

August 1 is a non-school day. August 2-4, and 18 are staff workdays. August 7-17 are non-school days. August 21-31 are instructional days with August 21 being the first day of school. Total instructional days are 9, staff workdays are 4.

September 1-30 are instructional days. September 4 is a holiday. Total instructional days are 20.

October 1-31 are instructional days. Total instructional days are 22.

November 1-17 and 27-30 are instructional days. November 10, 23, and 24 are holidays. November 20-22 are non-school days. Total instructional days are 16.

December 1-21 are instructional days. December 22 is a non-school day. December 25, 26, and 27 are holidays. December 28-29 are office closure days. Total instructional days are 15.

January 1 and 15 are holidays. January 2-5 and non-school days. January 8-31 are instructional days. Total instructional days are 17.

February 1-29 are instructional days. February 16 and 19 are holidays. Total instructional days are 19.

March 1-22 are instructional days. March 25-29 are non-school days. Total instructional days are 16.

April 1 is a non-school day. April 2-30 are instructional days. Total instructional days are 21.

May 1-31 are instructional days. May 17 is a non-school day. May 27 is a holiday. Total instructional days are 21.

June 3-6 are instructional days and June 6 is the last day of school. June 7-30 are non-school days. June 19 is a holiday. Total instructional days are 4.

Total instructional days for the year are 180, non-instructional staff workdays are 4, and total staff workdays are 184.

MADERA COUNTY SUPERINTENDENT OF SCHOOLS

2023-2024

Career and Alternative Education Services Pioneer Technical Center - Chowchilla Site

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Days
JUL			N	H	N	N	N			N	N	N	N	N			N	N	N	N	N			N	N	N	N	N			N	0
AUG	N	SW	SW	SW			N	N	N	N	N			N	N	N	N	SW			X	X	X	X	X			X	X	X	X	9
SEP	X			H	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			20
OCT		X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	22
NOV	X	X	X			X	X	X	X	H			X	X	X	X	X			N	N	N	H	H			X	X	X	X		16
DEC	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	N			H	H	H	N	N			15
JAN	H	N	N	N	N			X	X	X	X	X			H	X	X	X	X			X	X	X	X	X			X	X	X	17
FEB	X	X			X	X	X	X	X			X	X	X	X	H			H	X	X	X	X			X	X	X	X			19
MAR	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			N	N	N	N	N			16
APR	N	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X		21
MAY	X	X	X			X	X	X	X	X			X	X	X	X	N			X	X	X	X	X			H	X	X	X	X	21
JUN			X	X	X	X	N			N	N	N	N	N			N	N	H	N	N			N	N	N	N	N				4
																Total Instructional Days														180		

- H = Holiday
- N = Non-School Day
- SW = Staff Workday
- X = Days Taught
- *N = Office Closed
- X = End of Quarter

Non-Instructional Staff Work Days = 4
Total Staff Workdays = 184

Board Approved:

DRAFT

MADERA COUNTY SUPERINTENDENT OF SCHOOLS GOULD EDUCATIONAL CENTER MUSD AREA AND LIBERTY HIGH (SDC) 2023-2024

8.4.4

July 1-31 are non-school days. July 4 is a holiday. Total instructional days are 0.

August 1 is a non-school day. August 2-4 are staff workdays. August 8-31 are instructional days with August 7 being the first day of school. Total instructional days are 19, staff workdays are 3.

September 1-30 are instructional days. September 4 is a holiday. Total instructional days are 20.

October 2 and 9 are non-school days. October 3-31 are instructional days. Total instructional days are 20.

November 1-17 and 27-30 are instructional days. November 10, 23, and 24 are holidays. November 20- 22 are non-school days. Total instructional days are 16.

December 1-22 are instructional days. December 11 and 28-29 are non-school days. December 25-27 are holidays. Total instructional days are 15.

January 1 and 15 are holidays, January 2-12 are non-school days. January 22 is a staff workday. January 16-31 are instructional days. Total instructional days are 11, staff workday 1.

February 1-29 are instructional days. February 12 and 19 are holidays. February 26 is a non-school day. Total instructional days are 18.

March 1-31 are instructional days. March 11 and 25-29 are non-school days. Total instructional days are 15.

April 1 is non-school day. April 2-30 are instructional days. Total instructional days are 21.

May 1-31 are instructional days. May 24 is a non-school day. May 27 is a holiday. Total instructional days are 21.

June 3-6 are instructional days with June 6 as the last day of school. June 7-30 are non-school days. June 19 is a holiday. Total instructional days are 4.

Total instructional days for the year are 180, non-instructional staff workdays are 4, and total staff workdays are 184.

MADERA COUNTY SUPERINTENDENT OF SCHOOLS 2023-2024

GOULD EDUCATIONAL CENTER, MUSD AREA AND LIBERTY HIGH (SDC)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Days
JUL			N	H	N	N	N			N	N	N	N	N			N	N	N	N	N			N	N	N	N	N			N	0
AUG	N	SW	SW	SW			X	X	X	X	X			X	X	X	X	X			X	X	X	X			X	X	X	X	19	
SEP	X			H	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X		20	
OCT		N	X	X	X	X			N	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	20
NOV	X	X	X			X	X	X	X	H			X	X	X	X	X			N	N	N	H	H			X	X	X	X	16	
DEC	X			X	X	X	X	X			N	X	X	X	X			X	X	X	X	X			H	H	H	N	N		15	
JAN	H	N	N	N	N			N	N	N	N	N			H	X	X	X	X			SW	X	X	X	X			X	X	X	11
FEB	X	X			X	X	X	X	X			H	X	X	X	X			H	X	X	X	X			N	X	X	X		18	
MAR	X			X	X	X	X	X			N	X	X	X	X			X	X	X	X	X			N	N	N	N	N		15	
APR	N	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X		21
MAY	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	N			H	X	X	X	X	21
JUN			X	X	X	X	N			N	N	N	N	N			N	N	H	N	N			N	N	N	N	N				4
																	Total Instructional Days										180					

- H = Holiday
- X = Days Taught
- N = Non-School Day
- SW = Staff Workday

Non-Instructional Staff Work Days = 4
Total Staff Workdays = 184

*/N = December 25, 2023 through
December 31, 2023
Gould Center will be **CLOSED**

Board Approved: