

**Meeting of  
Madera County Board of Education  
Tuesday, April 9, 2024  
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 12, 2024 **(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
    - 4.2.1 Awards of Excellence
      - ♦ Matilda Torres High School Wrestling Team
      - ♦ Glacier High Charter Academic Decathlon Team
  
  - 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 [Verduzco]  
 [Information on MCSOS Fund 1 and Charter Schools]
- 5.2 MCSOS Williams Quarterly Report [Drake]
- 5.3 2023-2024 Student Events Review [Winter]
- 5.4 Transfer of Little Libraries to Madera County School Districts [Massetti]
- 6.0 Old Business**
- 7.0 Closed Session**
- 7.1 Conference with Real Property Negotiators (Government Code Section 54956.8)  
 MCSOS Negotiators: Cecilia A. Massetti, Madera County Superintendent of Schools  
 Marisol Verduzco, Chief Business and Administrative Services Officer  
 Tricia Protzman, Deputy Superintendent Educational & Administrative Services  
 David Saldani, Legal Counsel  
 Property: APN# 034-110-008  
 Negotiating Party: Camarena Health  
 Under Negotiations: Price and/or terms of payment for sale, exchange, or lease
- 8.0 New Business**
- 8.1 Consideration Issuance of Temporary County Certificates [Ratification of Temporary County Certificates issued previous month] **(Action)** [Casarez]
- 8.2 Consideration Disposition of Surplus/Obsolete Equipment [Equipment to be declared obsolete and removed from inventory] **(Action)** [Verduzco]
- 8.3 Consideration of Career Technical Education Incentive Grant (CTEIG) Program Funding Memorandum of Understanding [Review funding for CTE/ROP program at Pioneer Technical Center] **(Action)** [Cogan]
- 9.0 Other**
- 10.0 Adjournment**

# UNADOPTED

## Meeting of Madera County Board of Education March 12, 2024

Present: Danny Bonilla, Cathie Bustos, Shelley Deniz, Zimri Padilla, Nancy Prospero, Alfred Soares, Jr., Cecilia A. Massetti, Executive Secretary

Also Present: Daniel Alvarez, Gianna Gonzalez Alvarez, Kristen Andersen, Yerlin Arenas-Ramirez, Alan Avila, Mia Avila, Mercedes Benavidez, Marty Bitter, Annjulisa Botelo, Joe Casarez, Kimberly Castillo, Jocelyn Castro, Mara Cervantes, Andres Contreras, Karina Contreras, Mayra Contreras, Alexa Pimental Cortez, Grace Cortez-Mendez, Ian Cortez-Roco, Natalia Cortez, Mia Chaidez, Maria Cuevas, Benjamin Cunha, Linda Dolmas, Jessica Drake, Lilly Elenes, Jose Flores, Daniel Gallegos, Elihanna Gallegos, Jocelyn Galicia, Bryan Garcia, Jizelle Garcia, Martha Garcia, Eloisa Ruiz Garcia, Isela Gil, Emma Gomez, Marco Gomez, Jesse Gonzalez, Sirena Heras, Catherine Hernandez, Paris Hernandez, Rickie Hernandez, Karime Jaimes, Diego Jimenez, Adrian Joaquin, Thistle Johnson, Isaiah Juarez, Todd Keogh, Daveli Leanos, John Ledesma, Fabian Magdaleno, Francisco Magdaleno, Isabel Mendoza Lopez, Yamileth Hernandez Lopez, Noah Marshall, Arianna Martinez, Jacquelin Martinez, Fernando Martinez, John Martin, Genevieve Medina, Ariana Mendoza, Ivan Miranda, Leonardo Monjaras, Leila Monzon, Henry Munoz, Yariisa Ocegueda-Barriga, Janessa Ochoa, Joel Ordaz, Jorge Orozco, Yuriana Ortiz, Mannat Padda, Alfonso Palacios, Jennifer Pascale, Garrett Perez, Marisa Perez, Veronica Perez-Garcia, Tricia Protzman, Carlos Ramirez, Miguel Ramirez, Beyonce Ramos, Pricilla Rangel, Mia Reyes, Mario Rodriguez, Nicolle Ruiz, Asterisk Talley, Janice Quinn, Emma Rivera, Ray Saldana, Alexandra Sanchez, Anahi Sanchez, Analicia Sanchez, Brianna Sanchez, Kenya Sanchez, Abigail Santiago, Christopher Santos, Alberto Solano, Diego Solorio, Brandon Torres, Aayanah Uribe, Gabriel Varela, Samuel Varela, Emma Velasquez, Marisol Verduzco, Angel Villagomez, Rick Welk

### **1.0 Call to Order**

#### **1.1 Flag Salute**

Dr. Massetti welcomed the Board and special guests.

Vice President Zimri Padilla called the meeting to order at 3:32 p.m. He noted the Board enjoys acknowledging the accomplishments of students and teams. Last year, MadTown Robotics won the world championship and put Madera on the map. This year, a number of teams from Madera won championships, showing the potential of Madera. For many years, Madera has been overlooked and undervalued. These championships show that champions come from everywhere. Mr. Padilla was excited to honor teams today.

Vice President Padilla led the flag salute.

## **2.0 Consideration of Minutes**

### **2.1 Regular Meeting February 13, 2024**

Nancy Prospero moved to approve the minutes of February 13, 2024, seconded by Cathie Bustos and carried by majority vote.

Ayes: Bustos, Deniz, Padilla, Prospero, Soares, Jr.

Noes: None

Abstain: Bonilla

Absent: Loveland

## **3.0 Adoption of Board Agenda**

Dr. Massetti requested to move Agenda Item 7.0 after Agenda Item 9.0.

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

Ayes: Bonilla, Bustos, Deniz, Padilla, Prospero, Soares, Jr.

Noes: None

Abstain: None

Absent: Loveland

## **4.0 Information**

### **4.1 Public Comment**

Vice President Padilla 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 explained the Board honors students and teams that have excelled at state or regional levels.

#### **4.2.1 Awards of Excellence**

- ♦ Asterisk Talley – Golf Champion: Mr. Padilla introduced Asterisk Talley who is a student at Chowchilla Union High School and placed in several regional state championships including: North West Sequoia Conference Championship, 1<sup>st</sup> Place, 64 (-8), Pheasant Run Golf Course; California Interscholastic Federation (CIF) Central Section Champions, 1<sup>st</sup> Place, 67 (-5), Ridge Creek Golf Course; CIF Southern Regional Championships, 3<sup>rd</sup> Place, 71 (-3), Los Serranos Golf Course; CIF State Championships, 5<sup>th</sup> Place, 71 (E), Poppy Hills Golf Course. Ms. Talley's dual match league scoring average is 33.16 (7 matches played).

She is coached by Todd Keogh and was nominated for this honor by Athletic Director Weston Borba. Ms. Talley commented that she has been playing golf since she was a little girl. Her dad taught her to play. She is striving to be the best in the world. Ms. Talley is in her freshman year of high school.

- ♦ Madera South High School Pom Team: The team took first place at the USA Regionals and qualified for the nationals. They took second place at the CIF Invitational. Team member Brianna Sanchez won the CIF dance scholarship. The Pom Team went on to be the D3 CIF Central Section Champions. They took first place at the Clovis Pep Classic. They are the JAMZ State Champions, and finally, they placed 3<sup>rd</sup> at the USA Nationals. Vice President Padilla called each team member up to shake the Boards' hands and receive a certificate. A plaque was presented to the team coach and photos were taken of the team with the Board of Education.
- ♦ Matilda Torres High School Girls Soccer Team: The team finished the season with an overall record of 23-7-4 and a league record of 13-0-1. The team went 25 straight games without losing one. They were also the NYL league champions: a first in school history for the team. The team also won a Division 5 Section Championship. The girls had a successful season and look to build on this success next season. Mr. Padilla called each team member up to shake the Boards' hands and receive a certificate. A plaque was presented to the team coach and photos were taken of the team with the Board of Education.
- ♦ Matilda Torres High School Boys Soccer Team: The team ended the NYL in second place and they had an overall record of 14-5-4 and a League record of 6-2-4. The team entered the playoffs with a mindset of winning the Division 5 section championship. They started the playoff against Nipomo and won 4-0 and then moved on to beat Strathmore 6-2, Hanford 5-0 and then made it to the section championship against Riverdale. Riverdale had a great team and the game was very competitive and the Toros came out victorious with a 1-0 win and secured the first section championship for the boys soccer program. The team qualified for the Norcal State Soccer Playoffs where they traveled to King City and lost 5-1. Overall, the team found many successes to build upon next year. Mr. Padilla called each team member up to shake the Boards' hands and receive a certificate. A plaque was presented to the team coach and photos were taken of the team with the Board of Education.
- ♦ Madera South High School Mock Trial Team: This was the first Mock Trial win for Madera South High. Mr. Padilla called each team member up to shake the Boards' hands and receive a certificate. The team was presented with a plaque and photos were taken of the team with the Board of Education.

Mr. Padilla called a recess at 4:25 p.m. The meeting resumed at 4:33 p.m.

### **4.3 Non-School Sources**

- ♦ Dr. Massetti shared articles with the Board of Education about the winning teams they honored today.
- ♦ Dr. Massetti shared a letter with the Board about the First Interim Report. MCSOS received a positive certification, which means MCSOS is fiscally solvent for this current year and the next two years.
- ♦ Careers in Health Care was held March 8<sup>th</sup>. Students had the opportunity to participate in hands-on labs and discuss their future with colleges and universities. They learned about a wide variety of occupations within the healthcare field within Madera County.
- ♦ Tricia Protzman was honored as the ACSA Region 9 Curriculum and Instruction Administrator of the Year on February 26<sup>th</sup>.
- ♦ One of PTC's students was honored with the ACSA Every Student Succeeds award. He earned a \$1,000 scholarship and will be attending Madera Community College. The student was placed in an internship program at the Department of Social Services where he has found success and has applied for a permanent position.

### **4.4 Madera County School Boards Association Executive Committee Meeting Report**

Representative Shelley Deniz did not attend the meeting, but read the notes. Kevin Gordon from Capitol Advisors was the guest speaker. He spoke about the importance of Prop 98. Dr. Massetti noted the fear is that Prop 98 will be suspended. Prop 98 guarantees that education receives 40% of the budget. Currently, the proposed budget keeps education funded at the Prop 98 levels, but those monies will have to come out of other areas. It sounds like deferrals, but they are not calling it that. Capitol Advisors will present at MCSOS in May after the May revise.

Some scholarships were not claimed by the December deadline. Those funds will be available for use this year making the available balance for this year \$1,168. Collected for next year scholarships, \$765 not including funds from the March meeting.

The next meeting is tentatively scheduled for August 28<sup>th</sup> at Liberty High. The topic will be on artificial intelligence.

### **4.5 Madera County Foundation Board Report**

The last meeting was held February 21<sup>st</sup>. No applications were received for the Pitman scholarship from Madera High and four from Madera South were disqualified. Overall, only one student met the requirements for the scholarship. The feeling is that students see that they repay \$1,000 of the \$2,000 scholarship and therefore do not apply.

47 schools are registered to participate in Artsfest. Artsfest will hold a reception again this year and it will be on May 9<sup>th</sup> from 4-6:30 p.m.

Matt Navo will be the guest speaker at the Central Valley Education Coalition luncheon on April 11<sup>th</sup>. Dr. Massetti asked Board members to notify Jennifer Pascale if they plan to attend.

#### **4.6 Member Report(s)**

Mrs. Deniz participated on an artificial intelligence task force team. The goal is to equip boards with knowledge about artificial intelligence being integrated into schools. The team is developing a list of “do’s and don’ts” for boards to consider for adoption. The next meeting will be held April 15<sup>th</sup>.

Alfred Soares, Jr. left the meeting at 4:53 p.m.

#### **5.0 Information from the Superintendent and Staff**

##### **5.1 Job Fair**

Mr. Casarez introduced Kristen Andersen who talked about the Careers in Education Job Fair. Ms. Andersen thanked Alyssa Dorado, Lisa Tatro, and Liz Carrello who helped with the event. Ms. Andersen distributed the flyer for the event showing the districts, county offices, and charter schools that participated along with the jobs available. She noted the first job fair was held in 2016. True to form, there were more walk-ins than there were registered people and half of the registered people did not attend. This year there were 148 attendees. Colleges are always invited to attend and provide participants with information on how to obtain certificated position degrees. CHP also attends to illustrate how to become a school bus driver. MCSOS provides a table with laptops and an IT technician to help people register for Edjoin accounts and apply for positions.

#### **6.0 Old Business**

None

Item 7.0 was moved after Item 9.0.

#### **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 1-29, 2024. TCCs are issued in order to authorize the individual to work while the California Commission on Teacher Credentialing reviews their waiver request, emergency permit, initial and/or renewal credential application packet.

Nancy Prosperi moved to ratify the TCCs, seconded by Danny Bonilla and carried by unanimous vote.

Ayes: Bonilla, Bustos, Deniz, Padilla, Prosperi

Noes: None

Abstain: None

Absent: Loveland, Soares, Jr.

##### **8.2 Consideration Disposition of Surplus/Obsolete Equipment**

Mrs. Verduzco provided a list of equipment declared obsolete. The list included computers, a laptop, a printer, iPads, and a large paper cutter.

Danny Bonilla moved to approve the list of surplus/obsolete equipment submitted,

seconded by Shelley Deniz and carried by unanimous vote.

Ayes: Bonilla, Bustos, Deniz, Padilla, Prosperi

Noes: None

Abstain: None

Absent: Loveland, Soares, Jr.

### **8.3 Consideration Second Interim Report/Budget**

Mrs. Verduzco provided copies of the 2023-2024 Second Interim PowerPoint presentation. She noted Business always works in three years. The governor released the budget for next year in January, so Business is preparing budgets according to the information released. Business is also working on current expenditures. In October, Business will be closing out the books for the prior year. The May revise will include some changes to the governor's budget. In June, the final budget will be adopted. The First Interim is reported in December, the Second Interim in March, and the estimated actuals are reported in June.

Ed Code 1240(I)(1)(A)(B) requires MCSOS to provide two reports to the Board during the year. The information is used to determine if MCSOS is able to meet its financial obligations for the remainder of the current year and next two. The superintendent has to approve the reports no later than 45 days after the close of the period. There are three possible certifications: positive – based on current projections the office will meet financial obligations for the current and next two year, qualified – the office may not meet financial obligations, negative – the office will be unable to meet financial obligations. The districts report to MCSOS and MCSOS sends its report to the California Department of Education.

The assumptions for the second interim show that ADA continues to be conservatively presented. ADA is currently projected based on the 2022-2023 P-2 certification for all programs except juvenile hall. There are new funding calculations for juvenile hall. MCSOS may use the greater of current year, prior year, or three prior year's average. State-wide, most county offices are experiencing lower ADA. The three-year average is helping. MCSOS is currently receiving 42.09 instead of 28.13. Other assumptions to consider include: cost of living adjustment, lottery revenues, mandated block grant revenues, and step and column increases are projected to be 1.5%. Differentiated Assistance (DA) has increased by \$266,667 on the 2023-2024 certified P-1 amounts. Local and state revenue budgets have been updated to reflect changes in grant amounts. The PERS rate continues to increase, while the STRS rate is projected to remain the same for the next two years. No additional funding for these costs is projected.

The majority of funding (78%) is restricted. LCFF sources saw an increase of \$466,322 because of changes in juvenile ADA and DA. Federal revenue increased by \$1,132,936 due to the CSLA Expansion Grant and increases to the Special Education Local Assistance IDEA. State revenue decreased by \$2.3 million due to the reclassification of mental health-related service funds. Local revenues increased by \$3.4 million due to mental health related services and the Children and Youth Behavioral Health Initiative.



Salaries and benefits decreased due to savings in vacant positions. Books and supplies increased by \$55,179 for additions to Special Education, Juvenile Hall, and Information Technology Services. Other operating expenses increased by \$467,157 due to roofing at Howard and waterproofing at Gould. The capital outlay increased to \$101,054 due to furniture and cubicle replacements.

The multi-year projection ending balance for restricted funds will stay about the same. Unrestricted funds will increase over the next two years.

The LAO is projecting that the budget will be lower than the governor has projected by about \$24 billion. There is a risk of further state budget shortfalls that could result in cuts to education or withdrawals from the Public School System Stabilization Account (PSSSA). This is separate from the rainy-day fund. The criteria to withdraw funds from this account, will be met next year.

Cathie Bustos moved to accept the Second Interim Report as presented, seconded by Nancy Prospero and carried by unanimous vote.

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

#### **8.4 Consideration Educational Resources and Services Instructional Materials Recommendations**

Board members commented they liked the selections.

Danny Bonilla moved to accept the Educational Resources and Services Instructional Materials Recommendations, seconded by Shelley Deniz and carried by unanimous vote.

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

#### **8.5 Consideration Transportation Plan**

Ms. Drake stated AB 181 allowed for up to 60% reimbursement for transportation. A transportation plan was created last year. This is the update. Requirements include: students need to be on IEPs and students fall under low socio-economic status. MCSOS transportation is a contract service. This reimbursement will be applied to the costs that are billed to the districts.

Shelley Deniz moved to approve the Transportation Plan, seconded by Cathie Bustos and carried by unanimous vote.

Ayes: Bonilla, Bustos, Deniz, Padilla, Prospero

Noes: None  
Abstain: None  
Absent: Loveland, Soares, Jr.

**8.6 Consideration of Official 2024 Delegate Assembly Ballot, County Delegate Region 10**

Cathie Bustos moved to vote for Dr. Marcy Masumoto from Fresno County Office of Education to serve as the County Delegate to Region 10, seconded by Danny Bonilla and carried by unanimous vote.

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

**8.7 Consideration Approval of Revised 2023-2024 School Calendar**

Ms. Drake reported the Chowchilla Fair moved its dates again this year and the school districts changed their calendar to accommodate the fair schedule. The number of calendar days are the same.

Danny Bonilla moved to approve the revised 2023-2024 school calendar for the Chowchilla area, seconded by Shelley Deniz and carried by unanimous vote.

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

**8.8 Consideration Adoption of 2024-2025 School Calendars**

**8.8.1 Endeavor Secondary (Juvenile Hall) & Voyager Secondary**

**8.8.2 Pioneer Technical Center/Madera County Independent Academy**

**8.8.3 Pioneer Technical Center – Chowchilla**

**8.8.4 Madera County Superintendent of Schools Special Education (Gould)**

Ms. Drake presented the calendars for next school year explaining district calendars are compared and the county calendars are coordinated to match district schedules.

Shelley Deniz moved to adopt the 2024-2025 school calendars for Endeavor Secondary/Voyager Secondary, Pioneer Technical Center/Madera County Independent Academy, Pioneer Technical Center – Chowchilla, and Madera County Superintendent of Schools Special Education, seconded by Danny Bonilla and carried by unanimous vote.

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

## **9.0 Other**

### **9.1 Spring Fling Event**

Dr. Massetti explained the Spring Fling theme is, "Learning, Leading, and All That Jazz!" It is Mardi Gras inspired and will take place on May 2<sup>nd</sup>. She asked if any Board member would like to volunteer to decorate a table. Mrs. Prospero volunteered and asked other members to attend the event and sit at the Board table. Mrs. Bustos volunteered to assist Mrs. Prospero.

## **7.0 Closed Session**

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

MCSOS Negotiators: Marisol Verduzco, Chief Business and Administrative Services Officer  
Tricia Protzman, Deputy Superintendent Educational & Administrative Services  
Property: APN# 034-110-008  
Negotiating Party: Camarena Health  
Under Negotiations: Price and/or terms of payment for sale, exchange, or lease

The Board adjourned to Closed Session at 6:19 p.m.

The Board resumed the regular meeting at 6:30 p.m. with nothing to report from Closed Session.

## **10.0 Adjournment**

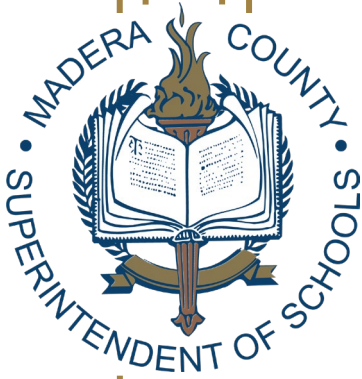
Danny Bonilla moved to adjourn the meeting, seconded by Cathie Bustos and carried by unanimous vote.

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

The meeting adjourned at 6:31 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 9, 2024**

**Topic:**

MCSOS General Fund & Charter Schools Actual vs. Budget

**Background:**

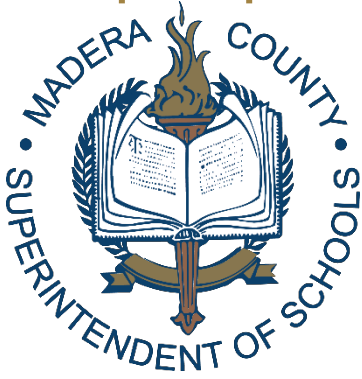
The presentation that will be given during the board meeting will reflect the actual expenditures through March 31, 2024, and Budget based on Second Interim Budget plus Budget Transfers through March 31, 2024.

**Financial Impact:**

None.

**Resource:**

Marisol Verduzco  
Chief Officer  
Business & Administrative Services



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

## **Agenda Item 5.2**

### **Board of Education Informational Item April 9, 2024**

**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, Student Programs & Services

Quarterly Report Submission Date: April 2024

Date for information to be reported publicly at Governing Board meeting: April 9, 2024

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.

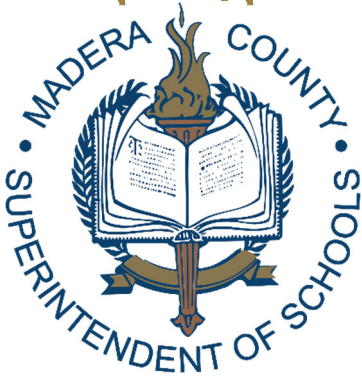
<b>General Subject Area</b>	<b>Total # of Complaints</b>	<b># Resolved</b>	<b># Unresolved</b>
<b>Textbooks and Instructional Materials</b>	0	0	0
<b>Teacher Vacancy or Misassignment</b>	0	0	0
<b>Facilities Conditions</b>	0	0	0
<b>TOTALS</b>	0	0	0

Cecilia A. Massetti, Ed.D.

Print Name of District Superintendent

\_\_\_\_\_  
Signature of District Superintendent

\_\_\_\_\_  
Date



**Agenda Item 5.4**

**Board of Education Informational Item**  
**April 9, 2024**

**Topic:**

Transfer of Little Libraries to Madera County School Districts

**Background:**

As a part of the readership grant received by the Madera County Superintendent of Schools, little libraries were to be purchased to be placed in the community at school sites. In partnership with the Pioneer Technical Center construction class, it was determined that the students would build 8 libraries with approximately \$2500.00 out of the readership grant allocated for the project. Two library kits were purchased for the Raymond Knowles and Fairmead school sites. The remaining 8 libraries built by the students from PTC will be placed in the following school districts/sites Madera Unified (4), Bass Lake School District (2), Pioneer Technical Center, Chowchilla (1), and one site yet to be determined. Readership grant funds were also used to stock each library with an initial supply of books to ensure the immediate availability of reading materials for local communities.

The purpose of the little libraries is consistent with the mission of the Madera County Superintendent of Schools to expand the public's access to books, encourage good reading habits and improve literacy. Therefore, the transfer of these libraries to the districts will serve a substantial public purpose.

Education Code 1279(b) states that a county superintendent of schools may dispose of any item of personal property worth less than twenty-five thousand dollars (\$25,000) upon certifying the value of the property in report submitted to the county board of education for its review. As the Madera County Superintendent of Schools, I am authorized to enter into an agreement transferring the libraries to one or more school districts contingent upon providing the Madera County Board of Education with this report certifying the value of each little library at approximately

\$250.00 and far less than the \$25,000 limit set forth in Section 1279(b).

**Financial Impact:**

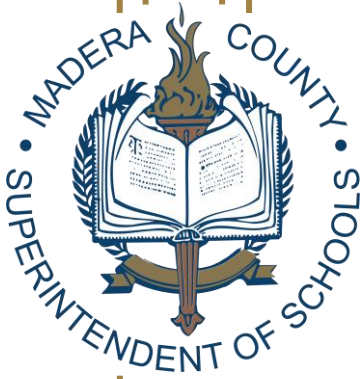
Materials provided through grant funds for the purchase of little libraries to be placed in the community.

**Resource:**

Cecilia A. Massetti, Ed.D.

Madera County Superintendent of Schools





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

## **Agenda Item 8.1**

### **Board of Education Action Item April 9, 2024**

**Topic:**

Consideration Issuance of Temporary County Certificates.

**Background:**

Attached is a listing of the Temporary County Certificates (TCC) issued from March 1, 2024. 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  
Educational Services

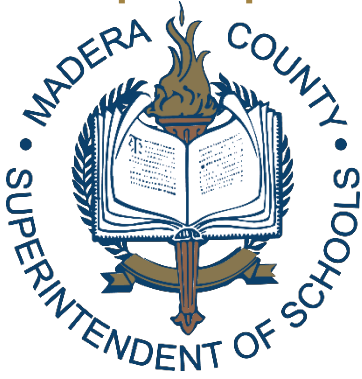
**Recommendation:**

It is recommended the Board ratify the issuance of Temporary County Certificates from March 1-29, 2024.

# MADERA COUNTY SUPERINTENDENT of SCHOOLS

## TEMPORARY COUNTY CERTIFICATES Issued 03/01/2024-03/29/2024

<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>
Esparza	Brenda	Prospective Sub Teaching Permit	02/29/2024-03/01/2025	County-Wide Substitute Teacher List	3/29/2024	New
Fonseca-Zamora	Ricardo	EM-30 Day Substitute Teacher Permit	04/01/2024-05/01/2025	Madera USD	3/29/2024	New
Gomez	ElysaBeth	Prospective Sub Teaching Permit	03/11/2024-04/01/2025	County-Wide Substitute Teacher List	3/29/2024	New
Gonzales	Naomi	EM-30 Day Substitute Teacher Permit	03/01/2024-04/01/2025	Madera USD	3/29/2024	Renewal
Guthier	Brandon	EM-30 Day Substitute Teacher Permit	03/01/2024-04/01/2025	Madera USD	3/29/2024	Renewal
Hurst	Kayla	Prospective Sub Teaching Permit	02/01/2024-03/01/2025	County-Wide Substitute Teacher List	3/29/2024	Renewal
Macke	Kayla	TPSL- Multiple Subject	03/01/2024-04/01/2025	Madera USD	3/29/2024	New
Mattox	Jordan	Emergency Teacher Librarian Permit	04/01/2024-05/01/2025	Madera USD	3/29/2024	Renewal
Mendoza	William	EM-30 Day Substitute Teacher Permit	04/01/2024-05/01/2025	Madera USD	3/29/2024	New
Mierkey	James	Added Authorization Single Subject-Theater	02/01/2024-03/01/2025	Yosemite USD	3/29/2024	New
Zamora	Anna	EM-30 Day Substitute Teacher Permit	04/01/2024-05/01/2025	Madera USD	3/29/2024	New
Zarr	Kirstyn	Multiple Subject Teaching Credential	04/01/2024-05/01/2025	Chawanakee USD	3/29/2024	Extension



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

## **Agenda Item 8.2**

### **Board of Education Action Item April 9, 2024**

**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

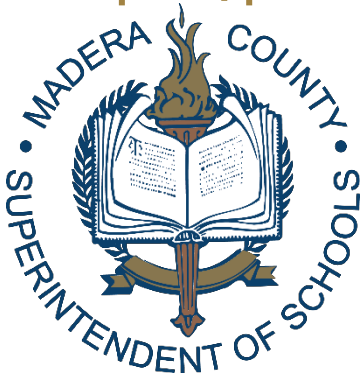
**Resource:**

Marisol Verduzco  
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.





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

## **Agenda Item 8.3**

### **Board of Education Action Item April 09, 2024**

**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:**

\$61,786

**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 2021-2022. 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, 2021 (“**Contract Effective Date**”) and shall continue in full force and effect thereafter until and including December 31, 2023 (“**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](mailto: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: Dr. Cecilia A. Massetti Title: Superintendent

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

Phone No.: (559) 673-6051 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: 510 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: \$117,399 in matching funds, for an allocation of \$58,700. Matching funds timeline is July 1, 2021 through June 30, 2022. Fiscal year 2021-2022 funds may be expended until December 31, 2023. CDE will withhold 10% of the CTEIG allocation until submission and acceptance of the Final Expenditure Report due January 31, 2024.

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:   
(Signature)

Print Name: Cecilia A. Massetti

Title: Superintendent

Date of Execution: March 15, 2022

Name of Party: Madera County Superintendent of Schools