

**MUROC JOINT UNIFIED SCHOOL DISTRICT  
REGULAR BOARD MEETING**

**District Board Room  
Richard B. Lynch Educational Center  
17100 Foothill Avenue + North Edwards, CA 93523**

**ADDENDUM TO AGENDA  
August 9, 2017**

*Approval is requested to add the following item to the Board Agenda:*

*Pursuant to Government Code 54954.2, two-thirds of the Board members present must determine that: (a) there is a need to act immediately, and (b) the need for the action came to the District's attention after the agenda was posted*

**ACTION AGENDA**

- A. Consideration/Possible Action: Approval of Personnel Actions
  - 19. District Volunteers AA 21
  - 20. Resolution 8-17-11, Karen Care De Belen Casel to teach Speech AA 22
  
- D. Consideration/Possible Action: Approval of Agreement with Kern Community College District for Adult Education Block Grant AA 26-29

***THE FOLLOWING ITEMS ARE REVISED ACTION AGENDA PAGES***

- A. Consideration/Possible Action: Approval of Personnel Actions
  - 4. Certificated Appointments *Revised AA 5-6*
  - 6. Classified Resignations *Revised AA 8*
  - 7. Change to Classified Assignments *Revised AA 9*
  - 10. Classified Substitutes *Revised AA 12*

***THE FOLLOWING ITEMS ARE ADDITIONAL ACTION AGENDA PAGES***

- B. Consideration/Possible Action: Adoption of Resolution 8-17-01, Emergency Roof Repairs AA 23-24
  
- C. Consideration/Possible Action: Adoption of Resolution 8-17-02, Superintendent or Designee to Sign Contract for Emergency Roof Repairs AA 25

# MUROC JOINT UNIFIED SCHOOL DISTRICT

## Board Meeting Background Material

**TO:** Board of Trustees

**FROM:** Michael L. McCoy Ph.D.  
Superintendent

**DATE:** August 9, 2017

**AGENDA ITEM:** **Approve District Volunteers**

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**BACKGROUND:** In order to enhance our programs for students, it is often necessary to use community and parent volunteers.

**RECOMMENDATION:** It is recommended that the Board approve/ratify the volunteers on the following list.

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**VOLUNTEER**  
**Board Meeting Date: August 9, 2017**

**Kuhl, Dawn**

MUROC JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 8-17-11

On the motion of Trustee \_\_\_\_\_, seconded by \_\_\_\_\_, a resolution to approve a Variable Term Waiver was adopted as follows:

BE IT RESOLVED by the governing Board of Muroc Joint Unified School District and hereby ordered that:

In order to approve the appointment of the following individual, a Speech Language Pathology Services Variable Term Waiver is necessary to waive Ed Code 44265.3 as a candidate completes California requirements for a Speech Language Pathology Services Credential. It is recommended that the Board approve the Administrative Services Variable Term Waiver for the following administrative appointment.

<u>Name of Candidate</u>	<u>Assignment</u>
Karen Care De Belen Casel	Speech Language Pathologist

PASSED AND ADOPTED this 9th day of August, 2017, by the Governing Board of the Muroc Joint Unified School District of Kern County, California, by the following votes:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF KERN

I, Michael L. McCoy Ph.D., (Secretary) of the Governing Board of the Muroc Joint Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at its regular meeting of August 9, 2017.

_____ Signature	<u>Michael L. McCoy Ph.D.</u> Secretary to the Board
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**Agreement Between  
Kern Community College District on behalf of  
Cerro Coso Community College and Muroc Joint Unified School District  
For Adult Education Block Grant**

The purpose of this Agreement is to implement the Adult Education AB86 planning documents, more specifically enumerated as part of the Adult Education Block Grant (AEBG) documents submitted pursuant to an award by the California Community College Chancellor's Office (CCCCO).

**Recitals:**

Whereas, The Kern Community College District (Kern CCD) oversees the Kern Adult Education Block Grant Consortium and works with its project partners including local education agencies (LEAs), colleges, and mandatory and voluntary partners in the \$4.4 Million AEBG grant award (the Grant); and,

Whereas, Kern CCD was awarded funding for Cerro Coso Community College to provide programs and services under AEBG guidelines, and

Whereas, Kern CCD (Agent) and Muroc Joint Unified School District (Agency) are required to enter into an agreement as a condition of distribution of funds for the Grant;

Therefore Kern CCD, Agent, and Agency agree as follows:

1. The use of \$100,000 in funds by Agency is described in *Attachment A- Statement of work and Budget*.
2. The term of this Agreement shall be from July 1, 2017 through December 31, 2017 and shall include any additional time extensions provided and/or approved by the California Community College Chancellor's Office.

**PROGRAM**

3. By this Agreement, Agency agrees that all services provided under this agreement shall comply with the statement of work and budget (Attachment A).
4. Agency shall comply with the following programmatic requirements:
  - a. Agency will expend sub-contracted allocation in accordance with the member-approved three year plan and the annual budget, and/or in accordance with and subsequent to a CCCCCO-approved budget modification.
  - b. Budget modifications will go through an approval process including project partners with final approval by the Kern Adult Education Block Grant Consortium.
  - c. Agency will retain all receipts, LEA required reimbursement-related forms, and payroll records necessary to support the expenditure(s), general ledger, and the required report which details how the funds were utilized, the outcomes and impacts of the expenditure(s) related to the Agency's scope of work.
  - d. Agency will secure prior written or e-mail approval from the State AEBG Office via the Kern AEBG Project Administrator, for any capital outlay (equipment over \$5,000) prior to expenditure of funds or any change to the statement of work or budget.

## **WORK STATEMENT**

5. The Following Statement of Work references tasks contained in the Grant. Agency shall do the following:
  - a. Collect and provide student and faculty data as needed to accurately complete state AEBG data-reporting requirements.
  - b. Keep and submit required supporting documentation regarding expenditures and outcomes.
6. For all work conducted under this Agreement, Agency will:
  - a. Ensure correct and accurate reporting.
  - b. Provide accurate and timely request for compensation.
  - c. Follow the LEA's procurement processes.
  - d. Follow the LEA's accounting processes to ensure accurate accounting records for project.
  - e. Complete all scope of work requirements as described herein.
  - f. Work with Kern CCD to ensure that the goals of this Agreement are met.

## **7. PAYMENT TERMS AND SCHEDULE**

- a. To implement the Agreement, Kern CCD will provide \$100,000 to Agency from Bakersfield College-Main Campus' budget.

## **8. INDEMNIFICATION AND INSURANCE**

- a. Agency shall defend, hold harmless, and indemnify Kern CCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, expenses, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with this Agreement that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of Agency, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- b. Agency understands, agrees to, and assumes the responsibility for spending all funds received under this agreement in accordance with the state requirements and/or annual plan documents submitted to the state.
- c. Agency agrees it will reimburse Agent for any and all charges determined to be out of compliance with State requirements and/or annual plan documents submitted to the state. This section does not expire with the terms of the remainder of this agreement.
- d. Agency shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability insurance of no less than \$1,000,000 per occurrence; (2) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's

policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of the receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

9. Kern CCD shall only be liable for reimbursements or payments to Agency for services performed under this Agreement to the extent that it is provided funding for such reimbursement by the Grant.
10. Mutual termination. Either party may terminate this Agreement upon 45 days' written notice to the other.

**SIGNATURES:**

Muroc Joint Unified School District

\_\_\_\_\_  
Michael L. McCoy Ph.D.  
Superintendent

Date \_\_\_\_\_

Kern Community College District

\_\_\_\_\_  
Deborah Martin  
Interim Chief Financial Officer

Date \_\_\_\_\_

Attachment A.

**Statement of Work**

Cerro Coso Community College, represented by the Kern Community College District (KCCD), and Muroc Joint Unified School District (MJUSD) have agreed to the following:

**Commitment.**

- (1) MJUSD will use funds to purchase equipment necessary to support the Adult Education Welding Program.*
- (2) Cerro Coso CC will provide any information and support pertinent to applicable/relevant pathways towards college certificate and degree programs.*

# MUROC JOINT UNIFIED SCHOOL DISTRICT

## Board Meeting Background Material

**TO:** Board of Trustees

**FROM:** Michael L. McCoy Ph.D.  
Superintendent

**DATE:** August 9, 2017

**AGENDA ITEM:** **Approve Certificated Appointments**

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**BACKGROUND:** Due to vacancies in the certificated staff, the employees listed below are being recommended for appointment.

**RECOMMENDATION:** It is recommended that the Board approve the following certificated appointments.

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**Mary Alvarez**, has been assigned to Branch Elementary School as a Fifth/Sixth Grade Combination Teacher, BA+75, Step 3, \$53,712.00, effective August 18, 2017.

**Frederick Arbon**, has been assigned to Branch Elementary School as a Special Education Teacher, BA, Step 4, \$44,634.00, effective August 18, 2017.

**Sandra Blasius**, has been assigned to Branch Elementary School as a Second Grade Teacher, BA+30, Step 8, \$58,252.00, effective August 18, 2017.

**Ry Bolodo**, has been assigned to Desert Junior/Senior High School as a Special Education Teacher, BA+45 Masters, Step 6, \$55,084.00, effective August 18, 2017.

**Olivia Davis**, has been assigned to Branch Elementary School as a First Grade Teacher, BA, Step 1, \$37,825.00, effective August 18, 2017.

**Norberto Dizon Jr.**, has been assigned to Desert Junior/Senior High School as a Science Teacher, BA+30, Step 8, \$55,982.00, effective August 18, 2017.

**Caleb Ellms**, has been assigned to Desert Junior/Senior High School as a Social Science Teacher, BA+30, Step 1, \$42,365.00, effective August 18, 2017.

**Shelly Fullerton**, has been assigned to Desert Junior/Senior High School as an English Teacher, BA+30, Step 4, \$49,173.00, effective August 18, 2017.

**Luke Hanes**, has been assigned to Desert Junior/Senior High School as a Science Teacher, BA+30, Step 3, \$43,903.00, effective August 18, 2017.



**Richard Head**, has been assigned to West Boron Elementary School as a Kindergarten Teacher, BA, Step 7, \$51,442.00, effective August 18, 2017.

**Dakota Horner**, has been assigned to Boron Junior/Senior High School as a Social Science Teacher, BA, Step 1, \$37,825.00, effective August 18, 2017.

**Barbara Johnston**, has been assigned to West Boron Elementary School as a Special Education Teacher, BA+75 Masters, Step 6, \$61,893.00, effective August 18, 2017.

**Courtney Jones**, has been assigned to Desert Junior/Senior High School as an AFJROTC Instructor, \$57,456.41, effective August 18, 2017.

**Melanie Kent**, has been assigned to West Boron Elementary School as a Third Grade Teacher, BA, Step 4, \$44,634.00, effective August 18, 2017.

**Denise McJenkins**, has been assigned to Branch Elementary School as a First Grade Teacher, BA, Step 8, \$51,442.00, effective August 18, 2017.

**Leo Morbos**, has been assigned to West Boron Elementary School as a Sixth Grade Teacher, BA+30 Masters, Step 8, \$59,624.00, effective August 18, 2017.

**Kimberly Noethe**, has been assigned to Desert Junior/Senior High School as a Special Education Teacher, BA, Step 14, \$51,442.00, effective August 18, 2017.

**Kent Pfeffer**, has been assigned to Desert Junior/Senior High School as a Physical Education Teacher, BA+75 Master's, Step 14, \$80,048.00, effective August 18, 2017.

**Miraflor Ramas**, has been assigned to West Boron Elementary School as a Fourth Grade Teacher, BA+15, Step 8, \$55,982.00, effective August 18, 2017.

**Richard Raught**, has been assigned to Desert Junior/Senior High School as a Physical Education Teacher, BA+15, Step 1, \$40,096.00, effective August 18, 2017.

**Brianna Richmond**, has been assigned to Branch Elementary School as a Second Grade Teacher, BA, Step 1, \$37,825.00, effective August 18, 2017.

**Angela Schaffer**, has been assigned to Branch Elementary School as a Fourth Grade Teacher, BA+30 Masters, Step 7, \$57,354.00, effective August 18, 2017.

**Sara Schulze**, has been assigned to West Boron Elementary School as a Second Grade Teacher, BA+30 Masters, Step 3, \$48,275.00, effective August 18, 2017.

# MUROC JOINT UNIFIED SCHOOL DISTRICT

## Board Meeting Background Material

**TO:** Board of Trustees

**FROM:** Michael L. McCoy Ph.D.  
Superintendent

**DATE:** August 9, 2017

**AGENDA ITEM:** **Approve Classified Resignation**

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### **BACKGROUND:**

**Johana Fuller**, has submitted her resignation as Department Clerk for the Maintenance Department effective July 31, 2017.

**Drake Job**, has submitted his resignation as Varsity Girls Basketball Coach at Boron Junior/Senior High School effective June 27, 2017.

**Rebecca Wofford**, has submitted her resignation as Academic Advisor's Secretary at Boron Junior/Senior High School effective August 9, 2017.

**RECOMMENDATION:** It is recommended that the Board accept the resignation of the above listed classified employee.

# MUROC JOINT UNIFIED SCHOOL DISTRICT

## Board Meeting Background Material

**TO:** Board of Trustees

**FROM:** Michael L. McCoy Ph.D.  
Superintendent

**DATE:** August 9, 2017

**AGENDA ITEM:** Approve Change to Classified Assignment

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**BACKGROUND:** Due to a change in assignment in the classified staff, the employee on the following list is being recommended for approval.

**RECOMMENDATION:** It is recommended that the Board approve the classified change on the following list.

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### **CLASSIFIED EMPLOYEE CHANGE** **Board Meeting Date: August 9, 2017**

**Alma Chavarria, Special Education Instructional Aide, new assignment, Branch Elementary School, 5.8 hours/day average, \$1,732.75/month, 9.5 month position, effective August 21, 2017.**

**Jason Lake, Special Education Instructional Aide, new assignment, Desert Junior/Senior High School, 6.5 hours/day, \$1,943.07/month, 9.5 month position, effective August 21, 2017.**

**Stacey Pasley, Special Education Instructional Aide, new assignment, Desert Junior/Senior High School, 6.55 hours/day average, \$1,957.41/month, 9.5 month position, effective August 21, 2017.**

**Amber Sierra, Title I Instructional Aide, new assignment, Boron Junior/Senior High School, 6.5 hours/day, \$2,065.02/month, 9.5 month position, effective August 21, 2017.**

# MUROC JOINT UNIFIED SCHOOL DISTRICT

## Board Meeting Background Material

**TO:** Board of Trustees

**FROM:** Michael L. McCoy Ph.D.  
Superintendent

**DATE:** August 9, 2017

**AGENDA ITEM:** **Approve Classified Substitute**

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**BACKGROUND:** Due to the need to cover classified assignments when employees are ill or on leave, there is a need to maintain a pool of substitutes.

**RECOMMENDATION:** It is recommended that the Board approve the individual on the attached list to serve as a substitute in the District.

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### TEMPORARY CLASSIFIED ASSIGNMENT

**Board Meeting Date: August 9, 2017**

Name	Assignment	Pay Rate	Effective Date
Keys, Livvy	Clerk	\$11.00/Hr	06/22/2017
	Custodian	\$11.50/Hr	06/22/2017
Mangus, Jessica	Campus Aide	\$10.50/Hr	07/11/2017
	Cafeteria Worker/Cashier	\$11.00/Hr	07/11/2017
	Clerk	\$11.00/Hr	07/11/2017
	Custodian	\$11.50/Hr	07/11/2017
<b>Pierce, Tanna</b>	<b>Bus Driver</b>	<b>\$13.79/Hr</b>	<b>08/09/2017</b>
<b>Smith, Randolph</b>	<b>Bus Driver</b>	<b>\$13.79/Hr</b>	<b>08/09/2017</b>
Venegas, Vanessa	Campus Aide	\$10.50/Hr	07/24/2017
	Clerk	\$11.00/Hr	07/24/2017
	Custodian	\$11.50/Hr	07/24/2017
Welborn, Krista	Campus Aide	\$10.50/Hr	07/20/2017
	Clerk Typist	\$11.50/Hr	07/20/2017
	Library Assistant	\$11.50/Hr	07/20/2017
	Instructional Aide	\$12.00/Hr	07/20/2017

**RESOLUTION NO. 8-17-01**

**BEFORE THE GOVERNING BOARD OF  
MUROC JOINT UNIFIED SCHOOL DISTRICT**

**RESOLUTION AUTHORIZING EMERGENCY AWARD OF CONTRACT PURSUANT  
TO PUBLIC CONTRACT CODE SECTION 20113 FOR ROOF REPAIRS AT  
WEST BORON ELEMENTARY SCHOOL AND THE LYNCH LEARNING CENTER**

**WHEREAS**, the Muroc Joint Unified School District ("District") is a California public school district subject to the Public Contract Code;

**WHEREAS**, Public Contract Code section 20113 provides the authority for declaration of an emergency when repairs are necessary to any public schools facility to permit the continuance of existing school classes, or to avoid danger to life or property;

**WHEREAS**, Public Contract Code section 20113 further authorizes the Board of Trustees ("Board"), by unanimous vote, with the approval of the County Superintendent, to award a contract without advertising for or inviting bids to perform repairs to address the emergency;

**WHEREAS**, the District owns real property commonly known as West Boron Elementary School and the Lynch Learning Center (collectively, the "Facilities");

**WHEREAS**, the roofing at three buildings at the Facilities has recently experienced unexpected and extreme wind damage that poses a clear and imminent danger to the Facilities;

**WHEREAS**, the estimated cost of the Facilities repairs for West Boron is \$75,000; Lynch Learning Center is still being reviewed; and

**WHEREAS**, the Board seeks to avoid danger to life and property and to continue existing school programs at the Facilities with as little disruption as possible by contracting immediately for repairs to the damaged Facilities.

**NOW, THEREFORE, THE BOARD RESOLVES, DETERMINES, AND AUTHORIZES  
THE FOLLOWING:**

1. The recitals are true.
2. As a result of the wind damage at the Facilities, an emergency exists that will not permit a delay resulting from a competitive solicitation for bids, and action is needed to respond to the emergency as soon as possible to avoid further damage to the Facilities, so it is necessary to award a contract for repairs without advertising or inviting bids, pursuant to Public Contract Code section 20113.
3. The Chief Business Officer, or designee, is authorized to enter into contracts as needed for repairs and any other work local and state agencies may require at the Facilities to avoid danger to life and property and to permit the continuation of existing school programs.

4. The Board requests approval of the County Superintendent of Schools to permit the District to enter into contracts for the Facilities repairs without advertising for or inviting bids.
5. Once the approval has been received, the District is directed to obtain enough estimates to ensure a competitive price to perform the work and to prepare a contract for the work. The contract will be ratified by the Board and shall contain protections as required by law, such as the payment of prevailing wages and obtaining bonds for the work.

**PASSED AND ADOPTED** by the *unanimous* vote of the Board of Trustees of the Muroc Joint Unified School District at a meeting of said Board, held on the 9th day of August, 2017, by the following vote:

Ayes \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

**GOVERNING BOARD OF THE  
MUROC JOINT UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Sherman Burkhead Jr., President

\_\_\_\_\_  
Melinda Marchlewicz, Clerk

\_\_\_\_\_  
Matt Carter, Member

\_\_\_\_\_  
Raymond Howard, Member

\_\_\_\_\_  
Casie Tucker, Member

**RESOLUTION NO. 8-17-02**

**BEFORE THE GOVERNING BOARD OF  
MUROC JOINT UNIFIED SCHOOL DISTRICT**

**WHEREAS**, Education Code 17604 states the power to contract is invested in the Governing Board of the school district; and

**WHEREAS**, the power may by a majority vote of the Governing Board be delegated to its District Superintendent, or to any persons that he may designate; and

**WHEREAS**, the delegation of power may be limited as to time, money, or subject matter, or may be a blanket authorization in advance of its exercise, all as the Governing Board may direct; and

**WHEREAS**, no contract made pursuant to the delegation and authorization shall be valid or constitute an enforceable obligation against the district unless and until the same shall have been approved or ratified by the Governing Board.

**NOW, THEREFORE BE IT RESOLVED**, that the Muroc Joint Unified School District Governing Board delegates and authorizes Dr. Michael McCoy or Mr. Trevor Walker, as his designee, the authority to sign a contract for emergency roof repair at West Boron Elementary School and The Lynch Learning Center.

**PASSED AND ADOPTED** by the vote of the Board of Trustees of the Muroc Joint Unified School District at a meeting held on the 9<sup>th</sup> day of August, 2017, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

**GOVERNING BOARD OF THE  
MUROC JOINT UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Sherman Burkhead Jr., President

\_\_\_\_\_  
Melinda Marchlewicz, Clerk

\_\_\_\_\_  
Matt Carter, Member

\_\_\_\_\_  
Raymond Howard, Member

\_\_\_\_\_  
Casie Tucker, Member