

**MUROC JOINT UNIFIED SCHOOL DISTRICT  
REGULAR BOARD MEETING  
District Board Room  
Richard B. Lynch Educational Center  
17100 Foothill Avenue † North Edwards, CA 93523**

**BOARD OF TRUSTEES**

Sherman Burkhead Jr., President  
Melinda Marchlewicz, Clerk  
Matt Carter, Member  
Deandra Gelardo, Member  
Tatiana Matta, Member

**SUPERINTENDENT**  
Kevin D. Cordes

**BOARD MEETING AGENDA  
Wednesday, June 27, 2018 - 6:00 p.m.**

**CALL TO ORDER**

**FLAG SALUTE**

**APPROVAL OF AGENDA**

**PUBLIC COMMENTS**

At this time, the public may address the Board on any matter pertaining to the District that is not on the agenda. Each member of the public wishing to speak is requested to limit his/her comments to three minutes. The Board will consider public input, but cannot take any action at this meeting.

**PRESENTATIONS/INFORMATION ITEMS/BOARD POLICY/REPORTS**

**Information Items**

- ◆ Construction Update: Kevin Cordes

**Reports**

- ◆ Muroc Education Association (MEA)
- ◆ California School Employees Association (CSEA)
- ◆ Superintendent

**CONSENT AGENDA**

**Page**

All matters listed under Consent Agenda are considered by the Board to be routine and will be enacted by one motion in the form listed below, unless any member of the Board requests that an item be removed from the Consent Agenda for separate consideration.

***BY GENERAL CONSENT THE FOLLOWING AGENDA ITEMS ARE  
APPROVED/ADOPTED/RATIFIED***

**A. Adoption of Minutes**

1. Regular Board Meeting, June 13, 2018

CA 2-5

**B. Adoption of Board Policy/Administrative Regulation (*Second Reading*)**

1. BP/AR 6158, Independent Study
2. BP/AR 5145.13, Response to Immigration Enforcement
3. BP/AR 1250, Visitors

CA 6-14

CA 15-19

CA 20-22

	<u>Page</u>
<b>C. Fall Sports Schedules</b> , Desert Junior-Senior High School	CA 23-27
<b>D. Student Body Account Reports</b> , Boron and Desert Junior-Senior High Schools	CA 28-32
<b>E. 2017-18 Consolidated Application, Spring Data Collection</b>	
<b>F. CIF Athletic League</b> Appointment of Representatives for 2018-19 School Year	CA 33
<b>G. Kern Community College District</b>	
1. Resolution 6-18-02, Memorandum of Understanding Regarding Dual Enrollment	CA 34-45
<b>H. Approval of Personnel Actions</b>	
1. Certificated Resignations	CA 46
2. Classified Temporary Assignments	CA 47

**ACTION AGENDA**

Any resident of the District or staff member interested in speaking on an item listed under the Action Agenda, or an item that has been removed from the Consent Agenda and placed on the Action Agenda, should ask for recognition from the Board President to speak on the issue at the time it is being discussed.

- A. Consideration/Possible Action: Adoption of Local Control and Accountability Plan** AA 2  
*(LCAP is available for review at the District Office or online at: [www.muroc.k12.ca.us](http://www.muroc.k12.ca.us))*
- B. Consideration/Possible Action: Adoption of Budget for the 2018-19 School Year** AA 3  
*(Budget is available for review at the District Office or online at: [www.muroc.k12.ca.us](http://www.muroc.k12.ca.us))*

**BOARD REPORTS/COMMENTS**

- ◆ Board Member Reports and/or Comments

**ANNOUNCE CLOSED SESSION ITEMS**

**CLOSED SESSION**

The Board will consider and may act upon any of the following items in Closed Session. Any action taken will be reported publicly at the end of the Closed Session as required by law.

- A. Personnel Matters
  - 1. Pursuant to Government Code Section 54957;
    - a. Public Employee Discipline/Dismissal/Release/Employment
- B. Confer with Labor Negotiator
  - 1. Certificated Bargaining Unit
  - 2. Classified Bargaining Unit
  - 3. Unrepresented Employee Groups
- C. Pursuant to Government Code Section 54956.9;
  - 1. Conference with Legal Counsel-Anticipated Litigation (1 potential case)
- D. Complaints

**RECONVENE IN OPEN SESSION; ANNOUNCE CLOSED SESSION ACTION**

**PUBLIC COMMENTS**

At this time, the public may address the Board on any matter pertaining to the District that is not on the agenda. Each member of the public wishing to speak is requested to limit his/her comments to three minutes. The Board will consider public input, but cannot take any action at this meeting.

**ADJOURNMENT**

**MUROC JOINT UNIFIED SCHOOL DISTRICT**

**BOARD MEETING BACK-UP MATERIAL**

**CONSENT AGENDA**

**BOARD MEETING DATE:**        **June 27, 2018**

**RECOMMENDATION:**        It is recommended that all of the items on the  
following pages of the Consent Agenda be  
Approved/Adopted/Ratified

# MUROC JOINT UNIFIED SCHOOL DISTRICT REGULAR BOARD MEETING

## **BOARD OF TRUSTEES**

Sherman Burkhead Jr., President  
Melinda Marchlewicz, Clerk  
Matt Carter, Member  
Deandra Gelardo, Member  
Tatiana Matta, Member

## **SUPERINTENDENT**

Kevin D. Cordes

## **BOARD MEETING MINUTES**

**June 13, 2018**

### **PRESENT**

Sherman Burkhead Jr., Deandra Gelardo, Melinda Marchlewicz, Kevin Cordes

### **ABSENT**

Matt Carter, Tatiana Matta

### **CALL TO ORDER**

President Burkhead Jr. called the meeting to order at 6:01 p.m.

### **FLAG SALUTE**

Mr. Cordes led the flag salute.

### **APPROVAL OF AGENDA**

Melinda Marchlewicz moved, Deandra Gelardo seconded, to approve the agenda as presented. **(Motion approved; vote: 3-0)**

*Vote: Burkhead Jr. Aye Carter Absent Gelardo Aye Marchlewicz Aye Matta Absent*

### **PUBLIC COMMENTS**

There were no public comments at this time

### **ADULT EDUCATION 2018 GRADUATION CEREMONY**

Diplomas were given to students from the Lynch Learning Center Adult Education Program

### **PRESENTATIONS/INFORMATION ITEMS/BOARD POLICY/REPORTS**

#### **Information Items**

Boron Summer Swim; Jeremeh Job

Construction Update: Kevin Cordes

#### **Board Policy/Administrative Regulation (Information/First Reading)**

BP/AR 6158, Independent Study

BP/AR 5145.13, Response to Immigration Enforcement

BP/AR 1250, Visitors

#### **Reports**

Reports by:

Principals

Superintendent

No Report:

MEA

CSEA

**CONSENT AGENDA**

Melinda Marchlewicz moved, Deandra Gelardo seconded, to approve/adopt/ratify the following items on the Consent Agenda. **(Motion approved; vote: 3-0)**

*Vote: Burkhead Jr. Aye Carter Absent Gelardo Aye Marchlewicz Aye Matta Absent*

**A. Adoption of Minutes**

1. Regular Board Meeting, May 9, 2018
2. Special Board Meeting, May 29, 2018

**B. Donations to the District****C. Deposit Transactions Report, May 2018****D. Accounts Payables Report, May 2018****E. Fall Sports Schedules, Boron Junior-Senior High School****F. Student Body Account Reports, Branch Elementary, Boron Junior-Senior High, and Desert Junior-Senior High Schools****G. Department of the Air Force, AF Research Laboratory, Aerospace Systems Directorate**

1. Education Partnership Agreement

**H. Kern County Superintendent of Schools**

1. District Business Office Systems Agreement
2. County Level Educational Services for K-6 Students Memorandum of Understanding
3. District External Accounting Services

**I. Kern Community College District**

1. Kern Adult Education Block Grant Consortium Agreement

**J. Brandman University**

1. Internship Contract Agreement
2. Supervised Fieldwork Agreement
3. Early Childhood Education Fieldwork Site Agreement, for Site Employees
4. Early Childhood Education Fieldwork Site Agreement, for Student Volunteers

**K. Revised Job Descriptions**

1. Academic Advisor Secretary
2. Maintenance Secretary

**L. Approval of Personnel Actions**

1. Certificated Resignations
2. Certificated Stipends
3. Classified Resignations
4. Classified Change of Assignments
5. Classified Temporary Assignments
6. District Volunteers

**ACTION AGENDA**

**A. Public Hearing: Local Control and Accountability Plan:** The public hearing opened at 6:45 p.m. and closed at 6:57 p.m. Mr. Cordes reviewed the goals and where we are today in accomplishing those goals. There were no public comments.

**B. Public Hearing: Budget for the 2018-19 School Year:** The public hearing opened at 6:57 p.m. and closed at 7:23 p.m. Mr. Walker reviewed the budget. There were no public comments.

**C. Updates to the District's Comprehensive School Safety Plan:** Sherman Burkhead Jr. moved, Melinda Marchlewicz seconded, to approve the updates to the District Comprehensive School Safety Plan. **(Motion approved; vote: 3-0)**

*Vote: Burkhead Jr. Aye Carter Absent Gelardo Aye Marchlewicz Aye Matta Absent*

**D. Resolution 6-18-01, Entering into a Funding Agreement with the State Water Resources Control Board:** Melinda Marchlewicz moved, Deandra Gelardo seconded, to adopt Resolution 6-18-01, Entering into a funding agreement with the State Water Resources Control Board and authorizing and designating a representative for the Boron High School Drinking Water Project. **(Motion approved; vote: 3-0)**

*Vote: Burkhead Jr. Aye Carter Absent Gelardo Aye Marchlewicz Aye Matta Absent*

- E. Agreements for the Boron Junior-Senior High School Modernization/Additions Project:**  
 Sherman Burkhead Jr. moved, Melinda Marchlewicz seconded, to ratify the agreements for the Boron Junior-Senior High School Modernization/Additions Project. **(Motion approved; vote:3-0)**  
*Vote: Burkhead Jr. Aye Carter Absent Gelardo Aye Marchlewicz Aye Matta Absent*
1. **Oakview Constructors Inc.:** Category #1; Miscellaneous Construction Specialties, Equipment and Furnishings, Tile, and Flooring
  2. **Cooley Construction, Inc.:** Category #2; Earthwork, Paving, and Site Concrete
  3. **Hamel Contracting, Inc.:** Category #3; Building Concrete
  4. **Whitehead Construction, Inc.:** Category #8; Doors and Frames, Windows, Glazing and Finish Hardware
  5. **Caston, Inc.:** Category #9; Gypsum Board, Insulation, Metal Stud Framing, Lath and Plaster, Painting, and Acoustic Ceilings
  6. **Franklin Mechanical Systems, Inc.:** Category #12; HVAC and EMS
  7. **The Mike Cox Electric, Inc.:** Category #13; Site and Building Electrical/Communications
- F. Change Orders for the Boron Junior-Senior High School Modernization/Additions Project:**  
 Melinda Marchlewicz moved, Deandra Gelardo seconded, to approve the change orders for the Boron Junior-Senior High School Modernization/Additions Project. **(Motion approved; vote: 3-0)**  
*Vote: Burkhead Jr. Aye Carter Absent Gelardo Aye Marchlewicz Aye Matta Absent*
1. **Oakview Constructors Inc.:** Category #1; Miscellaneous Construction Specialties, Equipment and Furnishings, Tile, and Flooring
  2. **Cooley Construction, Inc.:** Category #2; Earthwork, Paving, and Site Concrete
  3. **Hamel Contracting, Inc.:** Category #3; Building Concrete
  4. **Whitehead Construction, Inc.:** Category #8; Doors and Frames, Windows, Glazing and Finish Hardware
  5. **Caston, Inc.:** Category #9; Gypsum Board, Insulation, Metal Stud Framing, Lath and Plaster, Painting, and Acoustic Ceilings
  6. **Franklin Mechanical Systems, Inc.:** Category #12; HVAC and EMS
  7. **Pro-Craft Construction, Inc.:** Category #14; Site and Building Plumbing and Fire Suppression
  8. **K & Z Cabinet Company, Inc.:** Category #17; Casework and Finish Carpentry
- G. Agreement with Eric Muravez d/b/a Smart Safety Resources for Construction Safety Consultant for the Bailey/Branch Elementary School Modernization/Additions Project:**  
 Melinda Marchlewicz moved, Sherman Burkhead Jr. seconded, to approve the agreement with Smart Safety Resources for Construction Safety Consultant for the Bailey/Branch Elementary School Modernization/Additions Project. **(Motion approved; vote: 3-0)**  
*Vote: Burkhead Jr. Aye Carter Absent Gelardo Aye Marchlewicz Aye Matta Absent*

## **BOARD REPORTS/COMMENTS**

President Burkhead Jr. announced the closed session items, and open session ended at 7:46 p.m.

## **CLOSED SESSION**

The Board reconvened in Closed Session at 7:51 p.m. to consider a pupil personnel matter; pursuant to Government Code Section 54957 to discuss public employee discipline/dismissal/release/employment; to confer with labor negotiator regarding negotiations with both bargaining units and unrepresented employee groups; to conference with legal counsel regarding anticipated litigation; and to discuss complaints. The Board returned to Open Session at 8:27 p.m. and announced the following action.

### **A. Pupil Personnel Matters**

#### **1. Student Expulsion, Case #2017-18-06**

Melinda Marchlewicz moved, Sherman Burkhead Jr. seconded, to expel the student until the last day of the last semester of the 2018-19 school year, on or about June 6, 2019. **(Motion approved; vote 3-0)**

*Vote: Burkhead Jr. Aye Carter Absent Gelardo Aye Marchlewicz Aye Matta Absent*

**PUBLIC COMMENTS**

There were no public comments at this time

**ADJOURNMENT**

There being no further business, Melinda Marchlewicz moved, Deandra Gelardo seconded, to adjourn the meeting at 8:28 p.m. **(Motion approved; vote: 3-0)**

*Vote: Burkhead Jr. Aye Carter Absent Gelardo Aye Marchlewicz Aye Matta Absent*

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Melinda Marchlewicz, Clerk

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June 27, 2018  
Board Adoption Date

## **INDEPENDENT STUDY**

**BP 6158(a)**

The Governing Board authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

*(cf. 5147 - Dropout Prevention)*

*(cf. 6011 - Academic Standards)*

*(cf. 6143 - Courses of Study)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.11 - Alternative Credits Toward Graduation)*

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6200 - Adult Education)*

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, a home-based format, and an online course.

*(cf. 0420.4 - Charter School Authorization)*

*(cf. 6181 - Alternative Schools/Programs of Choice)*

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. *(Education Code 51747; 5 CCR 11700)*

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom setting.

The minimum period of time for any independent study option shall be five consecutive school days.

### **Written Agreements**

The Superintendent or designee shall ensure that a written master agreement and, as appropriate, a learning agreement for students participating in course-based independent study exist for each participating student as prescribed by law. *(Education Code 51747, 51749.5)*

The master agreement shall specify the length of time in which each independent study assignment must be completed. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than one week for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.



## **INDEPENDENT STUDY**

**BP 6158(b)**

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student misses three assignments, unless the student's written agreement specifies a lower or higher number of missed assignments based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.

### **Student-Teacher Conferences**

Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Teachers are expected to monitor student progress and work closely with each student to determine the amount and type of contact needed for the student to be successful in the program.

Missing appointments with the supervising teacher without valid reasons may trigger an evaluation to determine whether the student should remain in independent study.

### **Home-Based Independent Study**

The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student and ensures that the student will be offered a standards-based education substantially equivalent in quality and quantity to the district's classroom instruction.

### **Program Evaluation**

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

*(cf. 0500 - Accountability)*

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

*(cf. 6162.5 - Student Assessment)*

*(cf. 6162.51 - State Academic Achievement Tests)*

### **Legal Reference:**

#### **EDUCATION CODE**

*17289 Exemption for facilities*

*41976.2 Independent study programs; adult education funding*

*42238 Revenue limits*

*42238.05 Local control funding formula; average daily attendance*

*44865 Qualifications for home teachers and teachers in special classes and schools*

*46200-46208 Instructional day and year*

*46300-46307.1 Methods of computing average daily attendance*

*47612.5 Independent study in charter schools*

*48204 Residency*

*48206.3 Home or hospital instruction; students with temporary disabilities*

*48220 Classes of children exempted*

*48340 Improvement of pupil attendance*

*48915 Expulsion; particular circumstances*

*48916.1 Educational program requirements for expelled students*

*48917 Suspension of expulsion order*

**INDEPENDENT STUDY**

**BP 6158(c)**

49011 *Student fees*  
51225.3 *Requirements for high school graduation*  
51745-51749.6 *Independent study programs*  
52522 *Adult education alternative instructional delivery*  
52523 *Adult education as supplement to high school curriculum; criteria*  
56026 *Individuals with exceptional needs*  
58500-58512 *Alternative schools and programs of choice*

**FAMILY CODE**

6550 *Authorization affidavits*

**CODE OF REGULATIONS, TITLE 5**

11700-11703 *Independent study*

19819 *State audit compliance*

**UNITED STATES CODE, TITLE 20**

6301 *Highly qualified teachers*

**COURT DECISIONS**

*Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365*

**EDUCATION AUDIT APPEALS PANEL DECISIONS**

*Lucerne Valley Unified School District, Case No. 03-02 (2005)*

**Management Resources:**

*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*

*Elements of Exemplary Independent Study*

**WEB SITES**

*California Consortium for Independent Study: <http://www.ccis.org>*

*California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>*

*Education Audit Appeals Panel: <http://www.eaap.ca.gov>*

*First Reading: 6/13/18*

*Governing Board Adoption: 6/27/18*

## **INDEPENDENT STUDY**

**AR 6158(a)**

### **Educational Opportunities**

Educational opportunities offered through independent study may include, but are not limited to:  
(*Education Code 51745*)

1. Special assignments extending the content of regular courses of instruction  
(*cf. 6143 - Courses of Study*)
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel  
(*cf. 5112.3 - Student Leave of Absence*)
5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement  
(*cf. 0420.4 - Charter School Authorization*)  
(*cf. 6142.4 - Service Learning/Community Service Classes*)  
(*cf. 6181 - Alternative Schools/Programs of Choice*)

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.  
(*cf. 5113 - Absences and Excuses*)

No course required for high school graduation shall be offered exclusively through independent study.  
(*Education Code 51745*)  
(*cf. 6146.1 - High School Graduation Requirements*)

### **Equivalency**

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (*5 CCR 11700, 11701.5*)  
(*cf. 0410 - Nondiscrimination in District Programs and Activities*)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (*Education Code 46300.6, 51747.3*)

### **Eligibility for Independent Study**

Provided that experienced certificated staff are available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the

## **INDEPENDENT STUDY**

**AR 6158(b)**

motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (*Education Code 46300.2, 51747.3*)  
(*cf. 5111.1 - District Residency*)

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (*Education Code 51745*)  
(*cf. 6159 - Individualized Education Program*)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (*Education Code 51745*)  
(*cf. 6183 - Home and Hospital Instruction*)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (*Education Code 46300.1, 46300.4*)  
(*cf. 6200 - Adult Education*)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (*Education Code 51745*)  
(*cf. 5146 - Married/Pregnant/Parenting Students*)  
(*cf. 6184 - Continuation Education*)

### **Master Agreement**

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (*Education Code 46300, 51747; 5 CCR 11703*)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (*Education Code 51747; 5 CCR 11700, 11702*)

1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student

## INDEPENDENT STUDY

AR 6158(c)

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments, by grade level and type of program, which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement that independent study is an optional educational alternative in which no student may be required to participate
8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction  
(*cf. 5144.1 - Suspension and Expulsion/Due Process*)
9. Signatures of the student, the parent/guardian or caregiver of the student if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

### Course-Based Independent Study

The district shall offer a course-based independent study program for students in grades K-12 subject to the following requirements: (*Education Code 51749.5*)

1. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.  
(*cf. 4112.2 - Certification*)
2. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality as equivalent classroom-based courses and shall be aligned to all relevant local and state content standards. This certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses.
3. Students enrolled in these courses shall meet the applicable age requirements established pursuant to Education Code 46300.1 and 46300.4 and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 48204, and 51747.3.
4. Teachers shall communicate with each student in person, by telephone, or by any other live visual or audio connection at least twice per calendar month to assess whether the student is making satisfactory educational progress. For this purpose, satisfactory educational progress includes, but is not limited to, applicable statewide accountability measures and the completion of assignments, examinations, or other indicators that the student is working on assignments, learning required concepts, and progressing toward successful completion of the course, as determined by the teacher providing instruction.

## INDEPENDENT STUDY

AR 6158(d)

Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.

If satisfactory educational progress is not being made, the teacher shall notify the student and, if the student is under age 18 years, his/her parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether he/she should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

*(cf. 5125 - Student Records)*

5. Examinations shall be administered by a proctor.
6. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

*(cf. 6162.51 - State Academic Achievement Tests)*

7. A student shall not be required to enroll in courses included in this program.
8. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
9. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

*(cf. 6111 - School Calendar)*

*(cf. 6112 - School Day)*

10. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
11. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

*(cf. 3260 - Fees and Charges)*

12. A student shall not be prohibited from participating in independent study solely on the basis that he/she does not have the materials, equipment, or Internet access necessary to participate in the course.

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, his/her parent/guardian with a written learning agreement that includes all of the following: *(Education Code 51749.6)*

1. A summary of the district's policies and procedures related to this program
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources, including materials and personnel, that will be made available to the student
6. A statement that the student is not required to enroll in courses in this program

## **INDEPENDENT STUDY**

**AR 6158(e)**

7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (*Education Code 51749.6*)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (*Education Code 51749.6*)

### **Monitoring Student Progress**

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (*Education Code 51747*)

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

### **Responsibilities of Independent Study Administrator**

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

### **Assignment and Responsibilities of Independent Study Teachers**

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (*Education Code 44865, 51747.5; 5 CCR 11700*)

## **INDEPENDENT STUDY**

**AR 6158(f)**

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (*Education Code 51745.6*)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.  
(*cf. 4131 - Staff Development*)

### **Records**

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (*Education Code 51748; 5 CCR 11703*)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons  
(*cf. 3580 - District Records*)

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (*Education Code 51747*)

(6/18)



**RESPONSE TO IMMIGRATION ENFORCEMENT**

**BP 5145.13(a)**

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. *(Education Code 234.7)*

*(cf. 5111 - Admission)*

*(cf. 5111.1 - District Residency)*

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. *(Education Code 200, 220, 234.1)*

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 5131.2 - Bullying)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. *(Education Code 234.7)*

*(cf. 5145.6 - Parental Notifications)*

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

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

*(cf. 3580 - District Records)*

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. *(Education Code 234.7)*

***Legal References next page***

## RESPONSE TO IMMIGRATION ENFORCEMENT

BP 5145.13(b)

### **Legal Reference:**

#### **EDUCATION CODE**

200 Educational equity

220 Prohibition of discrimination

234.1 Safe Place to Learn Act

234.7 Student protections relating to immigration and citizenship status

48204.4 Evidence of residency for school enrollment

48980 Parental notifications

48985 Notices to parents in language other than English

#### **GOVERNMENT CODE**

8310.3 California Religious Freedom Act

#### **PENAL CODE**

422.55 Definition of hate crime

627.1-627.6 Access to school premises, outsiders

#### **UNITED STATES CODE, TITLE 20**

1232g Family Educational Rights and Privacy Act

#### **COURT DECISIONS**

*Plyler v. Doe*, 457 U.S. 202 (1982)

### **Management Resources:**

#### **CSBA PUBLICATIONS**

*Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status*, February 2017

#### **CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS**

*Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues*, April 2018

#### **WEB SITES**

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

California Office of the Attorney General: <http://oag.ca.gov>

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

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

California Department of Justice: <http://www.justice.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Immigration and Customs Enforcement: <http://www.ice.gov>

U.S. Immigration and Customs Enforcement, Online Detainee Locator System: <http://locator.ice.gov/odls>

First Reading: 6/13/18

Governing Board Adoption: 6/27/18

## **RESPONSE TO IMMIGRATION ENFORCEMENT**

**AR 5145.13(a)**

### **Responding to Requests for Information**

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:

1. Notify the Superintendent or designee about the information request
2. Provide students and families with appropriate notice and a description of the immigration officer's request
3. Document any request for information by immigration authorities
4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency  
(cf. 5141.4 - *Child Abuse Prevention and Reporting*)

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (*Government Code 8310.3*)

### **Responding to Requests for Access to Students or School Grounds**

District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.

(cf. 5145.12 - *Search and Seizure*)

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (*Penal Code 627.2, 627.3*)  
(cf. 1250 - *Visitors/Outsiders*)

## RESPONSE TO IMMIGRATION ENFORCEMENT

AR 5145.13(b)

District staff shall report the presence of any immigration enforcement officers to on-site district police and other appropriate administrators.

*(cf. 3515.3 - District Police/Security Department)*

As early as possible, district staff shall notify the Superintendent or designee of any request by an immigration enforcement officer for access to the school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents.

In addition, district staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action
2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information
3. Ask the officer for his/her reason for being on school grounds and document the response
4. Request that the officer produce any documentation that authorizes his/her school access
5. Make a copy of all documents produced by the officer and retain one copy for school records
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the Superintendent or designee
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:
  - a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, district staff shall inform the agent that they cannot consent to any request without first consulting with the district's legal counsel or other designated district official.
  - b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.
  - c. If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.
8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.
9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:
  - a. A list or copy of the officer's credentials and contact information
  - b. The identity of all school personnel who communicated with the officer
  - c. Details of the officer's request
  - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge
  - e. District staff's response to the officer's request
  - f. Any further action taken by the officer
  - g. A photo or copy of any documents presented by the officer
10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official

## **RESPONSE TO IMMIGRATION ENFORCEMENT**

**AR 5145.13(c)**

The district's legal counsel or other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (*Education Code 234.7*)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

### **Responding to the Detention or Deportation of Student's Family Member**

The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

*(cf. 5141 - Health Care and Emergencies)*

The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided that the parent/guardian was a resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure. (*Education Code 48204.4*)

*(cf. 5111.1 - District Residency)*

The Superintendent or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

*(6/18)*

## **VISITORS**

**BP 1250(a)**

The Governing Board believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, the Board encourages interested parents/guardians and community members to visit the schools and participate in the educational program.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 6020 - Parent Involvement)*

To ensure the safety of students and staff and minimize interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be arranged with the principal or designee. When a visit involves a conference with a teacher or the principal, an appointment should be scheduled during noninstructional time.

*(cf. 6116 - Classroom Interruptions)*

Any person who is not a student or staff member shall register immediately upon entering any school building or grounds when school is in session.

*(cf. 1112 - Media Relations)*

The principal or designee may provide a visible means of identification for all individuals who are not students or staff members while on school premises.

No electronic listening or recording device may be used by any person in a classroom without the teacher's and principal's permission. *(Education Code 51512)*

The Board encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the district's complaint processes if they have concerns with any district program or employee. In accordance with Penal Code 626.7, the principal or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 1312.2 - Complaints Concerning Instructional Materials)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

*(cf. 3515.2 - Disruptions)*

## **Presence of Sex Offender on Campus**

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a district student, shall request written permission from the principal before entering the school campus or grounds. As necessary, the principal shall consult with local law enforcement authorities before allowing the presence of any such person at school or other school activity. The principal also shall report to the Superintendent or designee anytime he/she gives such written permission.

**VISITORS**

**BP 1250(B)**

The principal shall indicate on the written permission the date(s) and times for which permission has been granted. (*Penal Code 626.81*)

**Legal Reference:**

**EDUCATION CODE**

- 32210 Willful disturbance of public school or meeting*
- 32211 Threatened disruption or interference with classes; misdemeanor*
- 32212 Classroom interruptions*
- 35160 Authority of governing boards*
- 35292 Visits to schools (board members)*
- 49091.10 Parental right to inspect instructional materials and observe school activities*
- 51101 Parent Rights Act of 2002*
- 51512 Prohibited use of electronic listening or recording device*

**EVIDENCE CODE**

- 1070 Refusal to disclose news source*

**LABOR CODE**

- 230.8 Discharge or discrimination for taking time off to participate in child's educational activities*

**PENAL CODE**

- 290 Sex offenders*
- 626-626.10 Schools*
- 626.81 Misdemeanor for registered sex offender to come onto school grounds*
- 627-627.10 Access to school premises, especially:*
- 627.1 Definitions*
- 627.2 Necessity of registration by outsider*
- 627.7 Misdemeanors; punishment*

**COURT DECISIONS**

- Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652*

**ATTORNEY GENERAL OPINIONS**

- 95 Ops.Cal.Atty.Gen. 509 (1996)*

*First Reading: 6/13/18*

*Governing Board Adoption: 6/27/18*

## **VISITORS**

**AR 1250**

The Superintendent or designee shall post at every entrance to each school and school grounds a notice describing registration requirements, school hours or hours during which registration is required, the registration location, the route to take to that location, and the penalties for violation of registration requirements. (*Education Code 32211; Penal Code 627.6*)

Unless otherwise directed by the principal or designee, a staff member shall accompany visitors while they are on school grounds.

### **Principal's Registration Authority**

The principal or designee may refuse to register any visitor if he/she reasonably concludes that the individual's presence or acts would disrupt the school, students, or employees; would result in damage to property; or would result in the distribution or use of a controlled substance. The principal or designee or school security officer may revoke any visitor's registration if he/she has a reasonable basis for concluding that the individual's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff. (*Penal Code 627.4*)

(*cf. 3515.2 - Disruptions*)

(*cf. 3515.3 - District Police/Security Department*)

When a visitor fails to register, or when the principal or designee denies or revokes a visitor's registration privileges, the principal or designee may request that the individual promptly leave school grounds. When a visitor is directed to leave, the principal or designee shall inform him/her that if he/she reenters the school within seven days he/she may be guilty of a misdemeanor subject to a fine and/or imprisonment. (*Penal Code 627.7*)

### **Appeal Procedure**

Any person who is denied registration or whose registration is revoked may appeal to the Superintendent or principal by submitting, within five days after the person's departure from school, a written request for a hearing. This request must state why he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the Superintendent or principal shall promptly mail a notice of the hearing to the person requesting it. A hearing before the Superintendent or principal shall be held within seven days after receipt of the request. (*Penal Code 627.5*)

(*cf. 1312.1 - Complaints Concerning District Employees*)

(*cf. 1312.3 - Uniform Complaint Procedures*)

(6/18)



**MUROC JOINT UNIFIED SCHOOL DISTRICT**

**REGULAR BOARD MEETING**

**Meeting Date: June 27, 2018**

**Agenda Item: Fall Sports Schedules**

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*Approval is requested for the following student activities:*

**Desert Junior-Senior High School**

2018 Football, Volleyball, Tennis, and Cross Country

# Desert High School 2018 Football

	10-Aug	Frazier	Frazier
1	17-Aug		
2	24-Aug	Mammoth	Mammoth
3	1-Sep	Villinova Prep	Villinova Prep
4	7-Sep	Kings Christian	Desert
5	14-Sep	Mojave	Desert
6	21-Sep	Lancaster Baptist	Desert
7	28-Sep		
8	5-Oct	Cuyama Valley	Cuyama
9	12-Oct	Trona	Trona
10	19-Oct	Coast Union	Coast Union
11	26-Oct	CSD	Desert

# Desert High School 2017 Volleyball

Littlerock  
 Vasquez  
 Silver Valley

Tue	21-Aug	Aeropsace	Aerospace	4:00/5:00
Fri	24-Aug	DC Tourney (VG)	DC	TBD
Sat	25-Aug	DC Tourney (VG)	DC	TBD
Fri	14-Sep	Cal City Tourney	Cal City	TBD
Sat	15-Sep	Cal City Tourney	Cal City	TBD
Tue	4-Sep	Cal City	Cal City	4:00/5:00
Thur	6-Sep	Kern Valley	Desert	4:00/5:00
Tue	11-Sep	Bishop	Desert	4:00/5:00
Tue	18-Sep	Rosamond	Rosamond	4:00/5:00
Thur	20-Sep	Frazier	Desert	4:00/5:00
Tue	25-Sep	Boron	Desert	4:00/5:00
Thur	27-Sep	Cal City	Desert	4:00/5:00
Tue	2-Oct	Kern Valley	Kern Valley	4:00/5:00
Thur	4-Oct	Bishop	Bishop	4:00/5:00
Thur	11-Oct	Rosamond	Desert	4:00/5:00
Tue	16-Oct	Frazier	Frazier	4:00/5:00
Thur	18-Oct	Boron	Desert	4:00/5:00

# Desert High School

## Tennis

### 2018

Tue	28-Aug	Eastside	Eastside	3:00
Thur	30-Aug	Eastside	Desert	3:00
Tue	11-Sep	Vasquez	Desert	3:00
Tue	18-Sep	Vasquez	Vasquez	3:00
Thur	20-Sep	Rosamond	Desert	1:00
Tue	25-Sep	Bishop	Bishop	2:00
Thur	27-Sep	Kern Valley	Kern Valley	1:00
Tue	2-Oct	Rosamond	Rosamond	1:00
Thur	4-Oct	Bishop	Desert	2:00
Tue	9-Oct	Kern Valley	Desert	1:00
Thur	11-Oct	HDL Finals	Bishop	11:00

# Desert High School Cross Country 2018- 2019

<b>Day</b>	<b>Date</b>	<b>Opponent/Team</b>	<b>Place</b>	<b>Time</b>
Wed	12-Sep	HDL Invite	Desert	3:00
Fri	14-Sep	Woodbridge Invite	Norco	3:00
Wed	19-Sep	Cal City	Desert	3:00
Wed	26-Sep	Kern Valley*	Kern Valley	3:00
Wed	3-Oct	Bishop*	Bishop	3:00
Wed	17-Oct	Rosamond*	Desert	3:00
Wed	24-Oct	Frazier	Frazier	3:00
Sat	27-Oct	Rebel Invite	Bakersfield	8:00
Wed	31-Oct	Boron	Desert	3:00
Wed	7-Nov	HDL Finals	Rosamond	2:00
Sat	24-Nov	Prelims Sectional	Fresno	2:00

First Contest: 13-Aug

Last Contest: 8-Nov

League Contests \*

**BORON JR./SR. HIGH SCHOOL  
STUDENT BODY ACCOUNTS  
FINANCIAL STATEMENT 5/31/2018**

**Balance as per Alta One Statement 5/31/2018**

AltaOne Com. Fed. Credit Union-Savings	\$111.65	
AltaOne Com. Fed. Credit Union-Checking	\$68,747.37	
		\$68,859.02

Less Outstanding Checks:		\$743.72
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Plus Outstanding Deposits:		
	<b>Balance</b>	<b>\$68,115.30</b>

**Oustaing Checks:**

Check #	Amount
5781	\$552.35
6001	\$64.82
6005	\$39.50
6006	\$87.05

**Total        \$743.72**

Balance as per Ledgers 4/30/18	<b>Balance</b>	\$60,331.28
Deposits:		\$13,634.32
Less Disbursements:		\$5,850.30

<b>FINAL BALANCE as of 5/31/2018</b>		<u><u>\$68,115.30</u></u>
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**ASB FINANCIAL REPORT - May 2018**

Group	Beginning			Transfer		Ending Balance
	Balance	Income	Expenses	Transfer In	Out	
100	Athletics	11,298.39		1,374.11		9,924.28
101	ASB General	7,077.40	1,102.78	287.85		7,892.33
103	9th Grade	2,292.38	563.89			2,856.27
104	8th Grade	868.48				868.48
105	7th Grade	2,508.55		137.06		2,508.55
106	12th Grade	2,885.98	3,341.00	2,998.81		1,865.02
107	11th Grade	4,487.46	3,360.00	2,658.52		4,487.46
108	10th Grade	4,243.41				4,243.41
109	Soccer Club	1,791.53				1,791.53
110	Boys Soccer	843.01	67.00			910.01
111	Donations	1,184.99				1,184.99
134	D.C. Trip	-135.19				-135.19
135	C.S.F.	210.56				210.56
137	Academic Decathlon	423.05				423.05
138	Safe School Ambassad	0.00				0.00
140	N.H.S.	173.94				179.94
141	Boron Boat Builders	7.50				7.50
142	Disc Golf	123.00	184.65			307.65
150	Cheerleaders	1,388.97				1,388.97
151	Cheer Scholarship	1.25				1.23
155	Band	1,488.92				1,488.92
158	Drama	1,367.69				1,367.69
201	Baseball	1,415.75				1,415.75
204	H.S. Volleyball	0.00				0.00
205	Shop Acct.	643.82				643.82
206	Operation Success	524.80				524.80
207	Cross Country	487.57				487.57
208	Track	341.25				341.25
212	BHS Enterprise (ROP)	0.00				0.00
215	Varsity Club	1,317.80				1,317.80
220	Yearbook	5,255.30	2,015.00	1,762.71		5,507.59
221	Girl's Basketball	70.82				70.82
223	Varsity Boys Basketba	151.53				151.53
224	Softball	266.32				266.32
228	Mem	235.00				235.00
230	Book Scholarship	4,917.46				4,917.46
231	Minette Scholarship	100.00				100.00
235	Jr.H A.S.B. General	1,405.30		60.00		1,345.30
236	Castle Scholarship	2,000.00	3,000.00			4,500.00
237	A.S.B. Lock Acct.	287.50				287.50
250	Football Club	1,043.46				1,043.46
255	Supply Acct.	133.43				133.43
260	Library	754.28				754.28
262	P.E. Uniforms	469.06				469.06
	<b>TOTAL</b>	<b>66,106.28</b>	<b>13,634.32</b>	<b>9,279.06</b>	<b>0.00</b>	<b>68,115.30</b>

DESERT HIGH SCHOOL  
STUDENT BODY BANK STATEMENT RECONCILIATION - EFCU

BANK STATEMENT BALANCE AS OF <b>May-18</b>	122383.77
OUTSTANDING CHECKS	8335.69
BALANCE	114048.08
PLUS OUTSTANDING DEPOSITS	
BALANCE	<u>114048.08</u>

11220	14.66	11964	16.40	12052	1269.55
11311	98.22	11972	225.00	12053	70.00
11383	80.00	11995	18.07	12055	233.91
11453	5.00	12000	334.41	12056	513.72
11523	250.00	12001	88.54	12057	530.90
11722	10.00	12002	554.25	12058	132.96
11729	821.25	12005	104.99	12059	86.63
11737	27.57	12006	79.00	12060	76.64
11820	37.76	12007	1092.00		
11832	69.00	12039	1076.82		
11871	8.71	12047	55.73		
11886	13.99	12049	276.00		
11896	46.08	12050	17.93		

3939.14  
8335.69

	<u>1482.24</u>	
CHECKBOOK BALANCE AS OF <b>Apr-18</b>		<u>2914.31</u>
PLUS RECEIPTS		110652.49
BALANCE		15934.55
LESS DISBURSEMENTS		126587.04
BALANCE		10122.01
PLUS/MINUS BANK ERROR		116465.03
BALANCE		116465.03
PLUS/MINUS ADJUSTMENT		
CHECKBOOK BALANCE AS OF <b>May-18</b>		<u>116465.03</u>



DESERT HIGH SCHOOL  
STUDENT BODY FINANCIAL REPORT FOR MAY 2018

HIGH SCHOOL	BALANCE	INCOME	EXPENSES	TRANSFER IN	TRANSFER OUT	ENDING BALANCE
100 STUDENT BODY FUNDS	11696.67	1.00	2801.09	1443.22		10339.80
2 ANNUAL	7354.62	7343.44				14698.06
3 ASB ATHLETICS	0.00					0.00
4 BAND	638.52	100.00				738.52
6 BASEBALL, VAR	388.19					388.19
7 BASEBALL, JV	886.90					886.90
8 BASKETBALL, JV BOYS	26.84					26.84
9 BASKETBALL, VAR BOYS	102.65					102.65
10 BASKETBALL, JV GIRLS	0.96					0.96
11 BASKETBALL, VAR GIRLS	0.37					0.37
12 C.S.F.	1789.10		242.81			1546.29
13 CHEERLEADERS	103.17					103.17
14 CROSS COUNTRY	3403.87	609.66				4013.53
15 CLASS OF '19 - Juniors	5763.38		374.64			5388.74
16 CLASS OF '18 - Seniors	10913.76	4372.00	2872.54			12413.22
17 CHOIR CLUB	199.05					199.05
18 DRAMA	1824.26	713.00				2537.26
19 SCORP PALS	507.47				507.47	0.00
20 FOOTBALL	0.00					0.00
21 CLASS OF 2021 - Freshmen	2356.06					2356.06
22 DHS Enterprises	0.00					0.00
23 HONORARY HISPANIC SOC.	0.00					0.00
24 CLASS OF 2020 - Sophomores	1568.50	140.00				1708.50
26 N.H.S.	194.80					194.80
27 CLASS OF '17 - Graduated	0.00					0.00
28 JROTC	8011.94		3167.07			4844.87
29 PHOTOGRAPHY CLUB	17.20					17.20
30 SPIRIT WEAR - 1410	4678.91					4678.91
31A SNACK BAR - 1411	24123.53	1125.66	530.90			24718.29
32 SOFTBALL, VAR	141.20					141.20
34 BOYS/ GIRLS SOCCER	4630.52					4630.52
35 J.V. SOFTBALL	0.00					0.00
36 TENNIS, GIRLS	2851.69					2851.69
38 J.V. VOLLEYBALL	551.03					551.03
39 VOLLEYBALL, VAR	116.14					116.14
40 WRESTLING	345.25					345.25
41 ENVIRONMENTAL	263.35					263.35
42 ROP CLUB	0.00					0.00
43 GOLF CLUB	24.83					24.83
44 DESERT WOOD	0.00					0.00
45 TRACK	940.86					940.86
46 ROBOTICS	4898.85					4898.85
47 FASHION	111.50				111.50	0.00
48 Culture Club	329.75					329.75
49 SCIENCE OLYMPIAD	100.72					100.72
<b>TOTALS</b>	<b>101856.41</b>	<b>14404.76</b>	<b>9989.05</b>	<b>1443.22</b>	<b>618.97</b>	<b>107096.37</b>





# CALIFORNIA INTERSCHOLASTIC FEDERATION

CIF STATE OFFICE – 4658 DUCKHORN DRIVE – SACRAMENTO, CA 95834 – (916) 239-4477 – FAX (916) 239-4478

## 2018-2019 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 30, 2018.

Muroc Joint Unified School District/Governing Board at its June 27, 2018 meeting, appointed  
(Name of school district/governing board) (Date)

the following individual(s) to serve for the 2018-2019 school year as the school's league representatives:

### PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL BORON HIGH SCHOOL

NAME OF REPRESENTATIVE Robert Kostopoulos POSITION Athletic Director

ADDRESS 26831 Prospect Street CITY Boron ZIP 93516

PHONE 760-762-5121 FAX 760-762-5040 EMAIL rkostopoulos@muroc.k12.ca.us

\*\*\*\*\*

NAME OF SCHOOL BORON HIGH SCHOOL

NAME OF REPRESENTATIVE David Wiggs POSITION Principal

ADDRESS 26831 Prospect Street CITY Boron ZIP 93516

PHONE 760-762-5121 FAX 760-762-5040 EMAIL dwiggs@muroc.k12.ca.us

\*\*\*\*\*

NAME OF SCHOOL DESERT HIGH SCHOOL

NAME OF REPRESENTATIVE Paul Horton POSITION Athletic Director

ADDRESS 1575 Payne Avenue CITY Edwards ZIP 93523

PHONE 661-258-4411 FAX 661-258-5029 EMAIL phorton@muroc.k12.ca.us

\*\*\*\*\*

NAME OF SCHOOL DESERT HIGH SCHOOL

NAME OF REPRESENTATIVE David Ellms POSITION Principal

ADDRESS 1575 Payne Avenue CITY Edwards ZIP 93523

PHONE 661-258-4411 FAX 661-258-5029 EMAIL dellms@muroc.k12.ca.us

\*\*\*\*\*

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Kevin D. Cordes Signature \_\_\_\_\_

Address 17100 Foothill Avenue City North Edwards Zip 93523

Phone 760-769-4821 Fax 760-769-4241

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.**  
**SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

**MUROC JOINT UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 6-18-02**

**A RESOLUTION REGARDING DUAL ENROLLMENT BETWEEN THE KERN COMMUNITY  
COLLEGE DISTRICT AND THE MUROC JOINT UNIFIED SCHOOL DISTRICT**

**WHEREAS**, the Muroc Joint Unified School District and the Kern Community College District have entered into a memorandum of understanding for dual enrollment of students in college courses (MOU); and

**WHEREAS**, pursuant to the provisions of the MOU the Muroc Joint Unified School District is required to provide an open campus during those hours when college courses are conducted; and

**WHEREAS**, access to the campuses of the Muroc Joint Unified School District by the public is currently restricted as provided in section 627.2 of the California Penal Code; and

**WHEREAS**, the governing board of the Muroc Joint Unified School District (Board) is authorized to exempt the designated portions of school grounds from the operation of California Penal Code section 627.2 during some or all school hours pursuant to the provisions of section 627.9 of the California Penal Code; and

**WHEREAS**, the Board has determined that it is in the best interests of the Muroc Joint Unified School District to provide an open campus during those hours when college courses are conducted;

**NOW, THEREFORE**, be it resolved that the Board hereby finds, determines, declares, and resolves as follows:

- Section 1. Recitals. All of the above recitals are true and correct and this Board so finds and determines.
- Section 2. Exemption from California Penal Code section 627.2. Those campuses where college courses are held pursuant to the terms of the MOU shall be exempted from the provisions of California Penal Code section 627.2 during those hours when classes are conducted as provided in California Penal Code section 627.9 (d).

**CERTIFICATION**

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the Muroc Joint Unified School District Board of Trustees at the meeting thereof held on June 27, 2018.

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Abstained: \_\_\_\_\_  
Absent: \_\_\_\_\_

Signature:

\_\_\_\_\_  
Sherman Burkhead Jr.  
President, Board of Trustees  
Muroc Joint Unified School District

**MEMORANDUM OF UNDERSTANDING  
REGARDING DUAL ENROLLMENT  
BETWEEN THE KERN COMMUNITY COLLEGE DISTRICT AND THE  
MUROC SCHOOL DISTRICT**

This Memorandum of Understanding ("MOU") is between the Kern Community College District and its respective colleges ("KCCD"), and MUROC School District ("DISTRICT"). For identification purposes only this MOU is dated.

**RECITALS**

**WHEREAS**, KCCD is a multi-college District whose mission includes providing educational programs and services that are responsive to the needs of the students and communities within the DISTRICT;

**WHEREAS**, DISTRICT is a HIGH School District located in Kern County;

**WHEREAS**, the parties desire to collaborate and provide college credit and stand-alone courses ("Courses");

**WHEREAS**, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by the Legislature and KCCD;

**WHEREAS**, the parties desire to enter into a MOU, which sets forth their mutual rights and responsibilities and governs their relationship regarding the subject Courses;

**WHEREAS**, this MOU contemplates that the parties will enter into a related course agreement (CA) for the individual subject Courses, that each CA will fully incorporate the terms of this MOU, and that each CA will set out the necessary details specific to the subject Programs/Courses;

**WHEREAS**, the parties intend for KCCD to report full-time equivalent students (FTES) and obtain state apportionment for the subject Courses given through this MOU in accordance with California Code of Regulations, Title 5, sections 58050, 58051, and 58051.5 and AB 288;

**WHEREAS**, all Courses will be located within KCCD's District boundaries;

**NOW, THEREFORE**, the parties mutually agree as follows:

**TERMS**

1. **Recitals**. The above recitals are incorporated herein and made a part of this MOU.

2. **Effective Date and Duration.** This MOU shall be effective on the date authorized representatives of both parties sign it and continue in effect until June 30, 2023, or until duly modified or terminated by the parties.

3. **Early Termination.** This MOU may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

This MOU may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice.

The parties agree to consider the needs of currently enrolled students when determining a termination date.

The indemnification provisions contained in this MOU shall survive termination.

4. **Course Agreements.** The terms of this MOU are deemed to be part of and fully incorporated into any and all presently existing or future CAs pertaining to the Courses unless expressly modified by a related CA. Related CAs will typically address the time, date, location, number of educational hours, KCCD credits offered, number of students, and other specifics related to each Course. The terms of this MOU may be modified by individual CA as necessary. Any inconsistency between the MOU and an express provision of a CA will be resolved in favor of this MOU.

5. **Certifications for State Apportionment Purposes**

A. DISTRICT certifies that the direct education costs of the courses are not being fully funded through other sources.

B. KCCD certifies that it has not received full compensation for the direct education costs for the conduct of the course from other sources.

C. The Board of Trustees of DISTRICT will pass a resolution during a regularly scheduled board meeting which will provide that the location where courses are being held under this MOU will be open to the public at all times when courses are in session. The resolution shall be in the form provided in attachment A to this MOU. This resolution shall provide that the provisions of Penal Code 627.2 do not apply to the DISTRICT facilities where courses are being held during those times when courses are in session.

D. DISTRICT agrees and acknowledges that all courses held under the terms of this MOU must be open to the general public.

- E. DISTRICT will not pay KCCD for the full costs of offering any course under this MOU. DISTRICT agrees and acknowledges that KCCD will claim apportionment for the students enrolled in courses under this MOU. Full costs are defined as compensation covering 80 percent or more of the direct education costs for the course.
- F. If the course instructor is an employee of DISTRICT then KCCD shall reimburse DISTRICT in an amount equal to at least 25% of the cost to DISTRICT for employing the instructor during the time the course is in session. For example, if the instructor's normal load is five class periods plus a prep period then KCCD shall reimburse DISTRICT in an amount equal to 25% of 1/6 of the daily compensation paid by DISTRICT to the instructor for each day the course is taught. The amount to be paid shall be specified in the CA.

6. **Regulatory Requirements for State Apportionment Purposes Applicable to All Courses Conducted Under the Terms of This MOU**

These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:

- A. Responsibilities of Each Party. KCCD policies and procedures apply and KCCD is responsible for the Courses. The Courses will comply with all applicable regulations, procedures, prerequisites and standards applicable to KCCD, as well as any corresponding local policies, practices, and requirements of the DISTRICT.
- B. Enrollment Period. The enrollment period shall be determined by KCCD in accordance with its guidelines, policies, pertinent statutes, and regulations.
- C. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. KCCD will determine the performance objectives for each of the Courses and the number of course hours necessary to meet the performance objectives. The performance objectives and corresponding course hours shall be specified in the related CA.
- D. Supervision and Evaluation of Students. Supervision and evaluation of students shall be in accordance with KCCD guidelines, policies, pertinent statutes, and regulations. All students will be under the immediate supervision of an employee of KCCD. For purposes of this paragraph all DISTRICT employees who are teaching the courses shall be deemed to be employees of KCCD.
- E. Withdrawal Prior to Completion of the Course. A student's withdrawal prior to completion of the Course shall be in accordance with KCCD guidelines, policies, pertinent statutes and regulations.

- F. Right to Control and Direct Instructional Activities. KCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all instructors, including those who are DISTRICT personnel
- G. Minimum Qualifications for Instructors Teaching Courses. Instructors who are DISTRICT personnel shall either meet the minimum qualifications to provide instruction in a California community college, or shall work under the immediate supervision and control of a KCCD employee who has those minimum qualifications. The minimum qualifications shall be consistent with the requirements in other similar courses offered by KCCD and shall be published or otherwise listed by KCCD. All instructors shall meet the qualification requirements of Title 5 CCR sections 53410 and 58060.
- H. Facilities. DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to KCCD or students. DISTRICT agrees to clean, maintain, and safeguard DISTRICT's premises. DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- I. Equipment. DISTRICT will furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for all DISTRICT students. The parties understand that such equipment and materials are DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment and materials to be used during each Course. DISTRICT understands that no equipment or materials fee may be charged to students except as provided for by KCCD policies and practices. Students in a course who are not enrolled in DISTRICT shall be provided course materials, specialized equipment, and other necessary equipment as specified in KCCD Policies and the applicable student handbook.
- J. Enrollment. Enrollment shall be open to any student of DISTRICT who has been admitted to KCCD and meets all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by KCCD. Applicants must meet the standards and prerequisites of the KCCD.

KCCD will be responsible for processing student applications. KCCD will provide the necessary admission forms and procedures and both KCCD and DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

KCCD will ensure that each student completes the admissions procedure, the course enrollment process, and otherwise process student applications and enroll students in the Courses, as appropriate. DISTRICT will assist KCCD as necessary. A successful enrollment requires that each student has completed an enrollment application provided by KCCD, the application has been delivered to and accepted by KCCD's Admissions and



Registration Office, all enrollment and other applicable fees have been paid, and the applicant has met all requirements, to include the standard KCCD student liability and medical care coverage, if applicable.

- K. Enrollment Fees. Pursuant to KCCD Board Policy (Education Code Section 76300(f)) the enrollment fee for students who are Special Part-Time Students (Education Code 76001) will be waived by KCCD.
  - N. Records of Student Attendance and Achievement. All records of student attendance and achievement shall be submitted to KCCD periodically, or upon demand, and shall be maintained by KCCD.
  - O. Ancillary Support Services for Students. Both KCCD and DISTRICT shall ensure that students enrolled in the Courses are provided ancillary and support services as may be needed, including but not limited to counseling and guidance and placement assistance.
  - P. Courses Outside KCCD Boundaries. For locations outside the geographical boundaries of KCCD, KCCD will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. concerning approval by adjoining high school or community college districts and use of non-district facilities.
7. **Liaison.** At no cost to the DISTRICT, KCCD will provide the services of faculty members who will facilitate coordination and cooperation between KCCD and DISTRICT. KCCD will provide DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this MOU, including conducting appropriate student assessments, outreach/recruitment activities and the KCCD's application procedures.
8. **Support Staff.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:
- A. DISTRICT to Provide Support Services. Unless otherwise provided for in a related CA, DISTRICT will provide personnel to perform clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be necessary.
  - B. DISTRICT is Responsible for its Own Personnel. DISTRICT's personnel will perform these services on duty time. DISTRICT personnel performing these services will be employees solely of DISTRICT, subject to the authority of DISTRICT, but will also be subject to the direction of KCCD, specifically with regard to their duties pertaining to the Courses described in the related CAs. KCCD has the primary right to control and direct such activities.
9. **Instructors.** These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:

- A. KCCD to Select Instructors. KCCD may select instructors from DISTRICT personnel nominated by the DISTRICT, or other sources. DISTRICT personnel will perform instructional duties on duty time. DISTRICT personnel selected to be instructors remain employees solely of the DISTRICT, subject to the authority of the DISTRICT, but will also be subject to the authority of KCCD, specifically with regard to their duties as instructors. KCCD will exercise this authority in consultation with the DISTRICT.
- B. District May Nominate Instructors. DISTRICT shall ensure that all instructor nominees are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the Courses. DISTRICT shall ensure that all instructor/staff nominees possess any Certificates or other training indicia that may be required including, but not limited to the qualification requirements of Title 5 CCR 53410 and 58060.
- C. KCCD Shall Determine Instructor Requirements. KCCD shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.
- D. DISTRICT is Responsible for its Own Personnel. DISTRICT's personnel will perform these services on duty time. DISTRICT personnel performing their services will be employees solely of DISTRICT, subject to the authority of DISTRICT, but will also be subject to the direction of KCCD, specifically with regard to their duties pertaining to the Courses described in the related CAs. KCCD has the primary right to control and direct such activities. Instructors furnished by DISTRICT shall be paid at the rate established under the applicable agreement between DISTRICT and the bargaining unit.
- E. Orientation Meeting. Instructors shall attend an orientation meeting if scheduled and KCCD shall provide manuals, course outlines, curriculum materials, and testing and grading procedures as necessary.
- F. Instructor Agreement with KCCD. All instructors who are DISTRICT employees must sign an agreement with KCCD which states that KCCD shall have the primary right of control over the instructor's activities while the instructor is teaching a course under the terms of this MOU.
- G. No Other Assigned Duties. Instructors teaching courses under this MOU shall not have any other assigned duty while course instruction is taking place.
- H. Cost of Instruction. If the course instructor is an employee of DISTRICT then KCCD shall reimburse DISTRICT in an amount equal to at least 25% of the cost to DISTRICT for employing the instructor during the time the course is in session. For example, if the instructor's normal load is five class periods plus a prep period then KCCD shall reimburse DISTRICT in an

amount equal to 25% of 1/6 of the daily compensation paid by DISTRICT to the instructor for each day the course is taught. The amount to be paid shall be specified in the CA.

11. **Instruction.** The instructional services provided by DISTRICT personnel shall include development of appropriate lectures. The lectures will conform to the approved curriculum and course outlines and recommendations of experienced KCCD instructors. Instructional presentations shall incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or equipment and vocational equipment.

All instructional presentations, including practical demonstrations and demonstrations of vocational equipment, are subject to the advance approval of KCCD.

12. **Facilities.** The parties contemplate that primarily, the facilities of the DISTRICT will be utilized to carry out the goals of this MOU and any related CA, although from time to time KCCD facilities may be utilized subject to mutual agreement by the parties as expressed in a related CA. DISTRICT agrees to defend, hold harmless, and indemnify KCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees, should a student, instructor, or third party be injured as a result of or connected with the condition of the DISTRICT's premises, in whole or in part. The indemnity shall survive termination of this MOU and is in addition to any other rights or remedies KCCD may have under law or otherwise.

13. **Workers' Compensation.** DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective DISTRICT personnel made in connection with performing services and receiving instruction under this MOU or any related CA. DISTRICT agrees to hold harmless, indemnify, and defend KCCD from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by DISTRICT personnel connected with providing services under this MOU or any related CA. DISTRICT is not responsible for non-District personnel who may serve as instructors or students who are not affiliated with the DISTRICT. These provisions may not be voided, modified nor waived by a related CA.

- 14 **Indemnification.**

- A. DISTRICT shall defend, hold harmless, and indemnify KCCD, 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, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any

person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this MOU or any related CA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of DISTRICT, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

- B. KCCD shall defend, hold harmless, and indemnify DISTRICT, their 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, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of KCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- C. DISTRICT shall have no obligation to defend, hold harmless, or indemnify KCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and KCCD shall have no obligation to defend, hold harmless, or indemnify DISTRICT, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct.
- D. This indemnity shall survive termination of this MOU or any related CA, and is in addition to any other rights or remedies that DISTRICT or KCCD may have under law and/or otherwise.
- E. These provisions may not be voided, modified nor waived by any related CA.

**15. Insurance Requirements.**

- A. Each party shall obtain, pay for, and maintain in effect during the life of this MOU the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

- B. Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this MOU 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 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 receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.
  - C. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this MOU.
  - D. The parties acknowledge that both parties are permissibly self-insured under California law.
  - E. These provisions may not be voided, modified nor waived by a related CA.
16. **Discrimination and Harassment.** Each party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment.
17. **Entire Agreement.** This MOU and any related CAs constitute the entire agreement between the parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or promise outside those expressly set forth in this MOU and any related CA.
18. **Amendment.** The provisions of this MOU may be modified only by mutual MOU of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
19. **Waiver.** Unless otherwise precluded by the terms of this MOU, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.
20. **Assignment.** Neither party may assign any rights or benefits or delegate any duty under this MOU without written consent of the other party. Any purported assignment without written consent shall be void.

21. **Parties in Interest.** Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to any party to this MOU, nor shall any provision give any third person any right to subrogation or action against any party to this MOU.
22. **Severability.** If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.
23. **Notices.** Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
24. **Authority to Enter Into MOU.** Each party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this MOU.
25. **Status of the Parties.** Neither party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other party. DISTRICT shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this MOU and any related CA. DISTRICT shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this MOU and any related CA.
26. **Retention and Audit of Records.** Each party shall maintain records pertaining to this MOU and related CAs as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.
27. **Governing Law and Venue.** This MOU will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this MOU shall be Kern County, California.

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be executed the day and year first above written.

**AGREED TO AND ACCEPTED:  
KERN COMMUNITY COLLEGE DISTRICT**

**AGREED TO AND ACCEPTED:  
MUROC SCHOOL DISTRICT**

By: \_\_\_\_\_  
Deborah Martin  
Chief Financial Officer  
2100 Chester Avenue  
Bakersfield, CA 93301  
(661) 336-5117

By: \_\_\_\_\_  
Kevin Cordes  
District Superintendent  
17100 Foothill Avenue  
North Edwards, CA 93523  
(760)769-4821

# MUROC JOINT UNIFIED SCHOOL DISTRICT

## Board Meeting Background Material

**TO:** Board of Trustees

**FROM:** Kevin D. Cordes  
Superintendent

**DATE:** June 27, 2018

**AGENDA ITEM:** **Approve Certificated Resignations**

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### **BACKGROUND:**

**Ashley Ambers**, has submitted her letter of resignation as an Elementary Teacher at West Boron Elementary School effective June 8, 2018. Ashley has been with the district since August 18, 2017.

**Valene Harris**, has submitted her letter of resignation as an Elementary Teacher at Branch Elementary School effective June 8, 2018. Valene has been with the district since January 4, 2016.

**RECOMMENDATION:** It is recommended that the Board approve the resignations submitted to and accepted by the Superintendent.



# MUROC JOINT UNIFIED SCHOOL DISTRICT

## Board Meeting Background Material

**TO:** Board of Trustees  
**FROM:** Kevin D. Cordes  
Superintendent  
**DATE:** June 27, 2018  
**AGENDA ITEM:** **Approve Temporary Classified Assignments**

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**BACKGROUND:** Throughout the year it is necessary to cover classified assignments with temporary personnel.

**RECOMMENDATION:** It is recommended that the Board approve the following temporary classified assignments.

Name	Assignment	Site	Pay Rate	Effective Date
Birmingham, Jeremiah	Lifeguard	BHS Pool	\$11.50/Hr	06/11/2018
Birmingham, Timothy	Lifeguard	BHS Pool	\$11.25/Hr	06/11/2018
Duran, Sandra	Health Aide	BHS	\$20.07/Hr	06/20/2018
Garrett, Kade	Lifeguard	BHS Pool	\$11.25/Hr	06/11/2018
Harrison, Ethan	Senior Lifeguard	BHS Pool	\$12.25/Hr	06/11/2018
Heasley, Raymond	Lifeguard	BHS Pool	\$11.00/Hr	06/12/2018
Job, Bryson	Lifeguard	BHS Pool	\$11.00/Hr	06/11/2018
Robson, Robert	Lifeguard	BHS Pool	\$11.25/Hr	06/14/2018
Royce, Lu	Water Safety Instructor	BHS Pool	\$12.75/Hr	06/11/2018
Searcy-Bradshaw, Elissya	Senior Lifeguard	BHS Pool	\$12.50/Hr	06/11/2018
Soules, Jonathan	Special Education Instructional Aide	Branch	\$14.07/Hr	06/11/2018

**MUROC JOINT UNIFIED SCHOOL DISTRICT**

**BOARD MEETING BACK-UP MATERIAL**

**ACTION AGENDA**

**June 27, 2018**

**MUROC JOINT UNIFIED SCHOOL DISTRICT**  
**Board Meeting Background Material**  
**Action Agenda Item**

**TO:** Board of Trustees

**FROM:** Kevin Cordes, Superintendent

**MEETING DATE:** June 27, 2018

**AGENDA ITEM:** **Adoption of Local Control and Accountability Plan (LCAP)**

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**BACKGROUND:** Education Code Section 52062(b) requires that the governing board of a school district adopt a Local Control and Accountability Plan in a public meeting. This meeting shall be held after, but not on the same day as, the public hearing which was held at the June 13, 2018, regular board meeting. This meeting shall be the same meeting as that during which the governing board of the school district adopts a budget pursuant to Education Code Section 42127(a).

**RECOMMENDATION:** It is recommended that the Board of Trustees adopt the Local Control and Accountability Plan.

LCAP is available for review at the District Office or online at: [www.muroc.k12.ca.us](http://www.muroc.k12.ca.us)

**MUROC JOINT UNIFIED SCHOOL DISTRICT**  
**Board Meeting Background Material**  
**Action Agenda Item**

**TO:** Board of Trustees

**FROM:** Trevor Walker, Chief Business Officer

**MEETING DATE:** June 27, 2018

**AGENDA ITEM:** **Adoption of Annual Budget for 2018-19 School Year**

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**BACKGROUND:** Education Code Section 42127 requires that on or before July 1<sup>st</sup> of each year, the governing board of a school district adopt a budget for the subsequent fiscal year.

**RECOMMENDATION:** It is recommended that the Board of Trustees adopt the annual budget for the 2018-19 school year.

Budget is available for review at the District Office or online at: [www.muroc.k12.ca.us](http://www.muroc.k12.ca.us)