

**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
Matt Carter, Clerk
Amanda Cadenas, Member
Amanda Gates, Member
Deandra Gelardo, Member

SUPERINTENDENT

Kevin D. Cordes

STUDENT BOARD MEMBERS

Anne Cordes, Boron High School
Lauren Ribancos, Desert High School

**BOARD MEETING AGENDA
Wednesday, April 8, 2020 - 5:00 p.m.**

CALL TO ORDER

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/REPORTS

Page

Information

- ◆ Quarterly Report on Williams Uniform Complaints
- ◆ Budget Committee: Trevor Walker
- ◆ Construction Update: Kevin Cordes

IN 2-3

Reports

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

CONSENT AGENDA

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, March 11, 2020
2. Emergency Board Meeting, March 16, 2020

CA 2-4

CA 5

- B. Student Body Account Reports**, Branch Elementary, Boron Junior-Senior High, and Desert Junior-Senior High Schools, February 2020

CA 6-10

	<u>Page</u>
C. Memorandum of Understanding (COVID-19) With California School Employees Association and its Chapter #340	CA 11-15
D Agreement with John R. Byerly Inc. For Geotechnical Engineering, Testing Laboratory, and Special Inspection Services on the K-12 Campus Edwards AFB Modernization and Addition, Phase 2	CA 16-34
E. Personnel Actions	
1. Certificated Stipend	CA 35
2. Certificated Resignation	CA 36

ACTION AGENDA

NO Action Agenda Items

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

INFORMATION ITEMS

April 8, 2020

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

Information Item

TO: Board of Trustees

FROM: Kevin D. Cordes, Superintendent

MEETING DATE: April 8, 2020

AGENDA ITEM: **Quarterly Report on Williams Uniform Complaints**

BACKGROUND: The State requires that the District report on a quarterly basis the number of complaints received related to the Williams Lawsuit Settlement. The Williams settlement requires that all complaints received related to the following specific issues be reported. Those areas are:

- Inappropriate or inadequate textbooks
- Unqualified teachers
- Inadequate or unsafe facilities

A copy of our Quarterly Report on Williams Uniform Complaints is attached.

Quarterly Report on Williams Uniform Complaints

[Education Code §35186]

District: Muroc Joint Unified School District

Person completing this form: Kevin D. Cordes Title: Superintendent

Quarterly Report Submission Date: *(check one)*

<input checked="" type="checkbox"/>	April 1, 2020 (for period Jan 1-Mar 31)
<input type="checkbox"/>	July 1, 2020 (for period Apr 1-Jun 30)
<input type="checkbox"/>	October 1, 2020 (for period Jul 1-Sep 30)
<input type="checkbox"/>	January 1, 2021 (for period Oct 1-Dec 31)

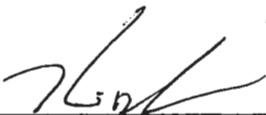
Date for information to be reported publicly at governing board meeting: April 8, 2020

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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

Kevin D. Cordes
 Print Name of District Superintendent


 Signature of District Superintendent

April 1, 2020
 Date

MUROC JOINT UNIFIED SCHOOL DISTRICT

BOARD MEETING BACK-UP MATERIAL

CONSENT AGENDA

BOARD MEETING DATE: **April 8, 2020**

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
Matt Carter, Clerk
Amanda Cadenas, Member
Amanda Gates, Member
Deandra Gelardo, Member

SUPERINTENDENT

Kevin D. Cordes

STUDENT BOARD MEMBERS

Anne Cordes, Boron High School
Lauren Ribancos, Desert High School

BOARD MEETING MINUTES

March 11, 2020

PRESENT

Sherman Burkhead Jr., Amanda Cadenas, Matt Carter, Lauren Ribancos
Brent Tan, Assistant Superintendent

ABSENT

Amanda Gates, Deandra Gelardo, Kevin Cordes, Anne Cordes

CALL TO ORDER

President Burkhead Jr. called the meeting to order at 5:13 p.m.

FLAG SALUTE

Mr. Carter led the flag salute.

APPROVAL OF AGENDA

Matt Carter moved, Amanda Cadenas seconded, to approve the agenda as presented. **(Motion approved; vote: 3-0)**

Vote: Burkhead Jr. Aye Cadenas Aye Carter Aye Gates Absent Gelardo Absent

PUBLIC COMMENTS

There were no public comments at this time.

PRESENTATIONS/INFORMATION ITEMS/DISCUSSION ITEMS/REPORTS

Presentation

Muroc Education Association CTA/NEA's presented their Initial Proposal for Negotiations to the Muroc Joint Unified School District for the 2020-2023 School Years

Information Items

Budget Committee: Trevor Walker
Construction Update: Trevor Walker

Reports

Reports by:

Desert HS Student Board Member
Muroc Education Association (MEA)
Principals
Assistant Superintendent

No Report:

California School Employees Association (CSEA)

CONSENT AGENDA

Matt Carter moved, Amanda Cadenas seconded, to approve/adopt/ratify the following items on the Consent Agenda. **(Motion approved; vote: 3-0)**

Vote: Burkhead Jr. Aye Cadenas Aye Carter Aye Gates Absent Gelardo Absent

A. Adoption of Minutes

1. Regular Board Meeting, February 12, 2020

B. Deposit Transactions Report, January 2020**C. Accounts Payables Report, January 2020****D. Spring Sports Schedule, Boron Junior-Senior High School****E. Student Body Account Reports, Branch Elementary, Boron Junior-Senior High, and Desert Junior-Senior High Schools, January 2020****F. Western Governors University**

1. Student Teaching Letter of Agreement

G. Personnel Actions

1. Certificated Stipends
2. Classified Resignations
3. Classified Assignment Changes
4. Classified Employees
5. District Volunteers
6. Resolution 3-20-02; Eliminate Classified Positions, 2 Sp. Ed. Inst. Aide-S.C.I.A., Student/Special Needs Van Driver
7. Resolution 3-20-03; Addition of Classified Position, Sp. Ed. Inst. Aide-S.C.I.A.

ACTION AGENDA

- A. Certification of 2019-20 Second Period Interim Report:** Amanda Cadenas moved, Matt Carter seconded, to certify the 2019-20 second period interim report as "positive", certifying the District's ability to meet its financial obligations for the current fiscal year and for the subsequent two fiscal years. **(Motion approved; vote: 3-0)**

Vote: Burkhead Jr. Aye Cadenas Aye Carter Aye Gates Absent Gelardo Absent

B. Student Overnight Trip:**1. West Boron Elementary School 6th Grade Trip to Camp K.E.E.P., May 11-15, 2020**

Matt Carter moved, Amanda Cadenas seconded, to approve the West Boron Elementary School 6th grade overnight trip to Camp K.E.E.P., May 11-15, 2020. **(Motion approved; vote 3-0)**

Vote: Burkhead Jr. Aye Cadenas Aye Carter Aye Gates Absent Gelardo Absent

- C. New High School Course-Speech & Debate:** Matt Carter moved, Amanda Cadenas seconded, to approve new high school English-Language Arts course, Speech & Debate, at Desert Junior-Senior High School. **(Motion approved; vote: 3-0)**

Vote: Burkhead Jr. Aye Cadenas Aye Carter Aye Gates Absent Gelardo Absent

- D. New High School Course-Creative Writing:** Amanda Cadenas moved, Sherman Burkhead Jr. seconded, to approve new high school English-Language Arts course, Creative Writing, at Desert Junior-Senior High School. **(Motion approved; vote: 3-0)**

Vote: Burkhead Jr. Aye Cadenas Aye Carter Aye Gates Absent Gelardo Absent

- E. Resolution 3-20-01, Participation in Eastern Kern Air Pollution Control District, 2020 DMV Grant Program:** Matt Carter moved, Amanda Cadenas seconded, to adopt Resolution 3-20-01, Participation in Eastern Kern Air Pollution Control District, 2020 DMV Grant Program. **(Motion approved; vote: 3-0)**

Vote: Burkhead Jr. Aye Cadenas Aye Carter Aye Gates Absent Gelardo Absent

F. E-rate Agreements with Charter Communications Operating, LLC on behalf of Spectrum: Amanda Cadenas moved, Sherman Burkhead Jr. seconded, to approve the following Agreements with Charter Communication Operating, LLC on behalf of Spectrum:

1. Ethernet Service Level Agreement
2. Fiber Internet Access Service Level Agreement
3. Customer Service Order #11744889 EPL
4. Customer Service Order #11744889 FIA
5. Ethernet Intrastate-Only Traffic Certification

(Motion approved; vote: 3-0)

Vote: Burkhead Jr. Aye Cadenas Aye Carter Aye Gates Absent Gelardo Absent

BOARD REPORTS/COMMENTS

President Burkhead Jr. announced there will be no closed session.

ADJOURNMENT

There being no further business, Matt Carter moved, Amanda Cadenas seconded, to adjourn the meeting at 5:55 p.m. **(Motion approved; vote: 3-0)**

Vote: Burkhead Jr. Aye Cadenas Aye Carter Aye Gates Absent Gelardo Absent

Matt Carter, Clerk

April 8, 2020
Board Adoption Date

MURC JOINT UNIFIED SCHOOL DISTRICT EMERGENCY BOARD MEETING

BOARD OF TRUSTEES

Sherman Burkhead Jr., President
Matt Carter, Clerk
Amanda Cadenas, Member
Amanda Gates, Member
Deandra Gelardo, Member

SUPERINTENDENT

Kevin D. Cordes

STUDENT BOARD MEMBERS

Anne Cordes, Boron High School
Lauren Ribancos, Desert High School

BOARD MEETING MINUTES

March 16, 2020

Via Teleconference

PRESENT

Sherman Burkhead Jr., Matt Carter, Amanda Gates, Deandra Gelardo, Kevin Cordes

ABSENT

Amanda Cadenas, Anne Cordes, Lauren Ribancos

CALL TO ORDER

Clerk Carter called the meeting to order at 10:00 a.m.

APPROVAL OF AGENDA

Matt Carter moved, Deandra Gelardo seconded, to approve the agenda as presented. **(Motion approved; vote: 4-0)**

Vote: Burkhead Jr. Aye Cadenas Absent Carter Aye Gates Aye Gelardo Aye

ACTION AGENDA

A. Alteration of 2019-2020 School Calendar: Matt Carter moved, Amanda Gates seconded, to move Spring Break to March 18-April 3, and end school on June 16, 2020. **(Motion approved; vote: 4-0)**

Vote: Burkhead Jr. Aye Cadenas Absent Carter Aye Gates Aye Gelardo Aye

B. Resolution 03-20-04, Authorization for Action to Prepare and Respond Effectively to the Novel Coronavirus (COVID-19) Public Health and Related Issues: Sherman Burkhead Jr. moved, Deandra Gelardo seconded to adopt Resolution 03-20-04, Authorization for Action to Prepare and Respond Effectively to the Novel Coronavirus (COVID-19) Public Health and Related Issues. **(Motion approved; vote: 4-0)**

Vote: Burkhead Jr. Aye Cadenas Absent Carter Aye Gates Aye Gelardo Aye

C. Authorize Superintendent to take Action in Response to Declared State of Emergency Relating to COVID-19, as Authorized by Board Policy 2210, and Board Policy 3516.5:

Tabled- Authorization was approved by Board Policy and Resolution 03-20-04

ADJOURNMENT

There being no further business, Sherman Burkhead Jr. moved, Amanda Gates seconded, to adjourn the meeting at 10:21 a.m. **(Motion approved; vote: 4-0)**

Vote: Burkhead Jr. Aye Cadenas Absent Carter Aye Gates Aye Gelardo Aye

Matt Carter, Clerk

April 8, 2020
Board Adoption Date

BRANCH ELEMENTARY SCHOOL
STUDENT BODY BANK STATEMENT RECONCILIATION - EFCU

BANK STATEMENT BALANCE Feb-20	29114.60
OUTSTANDING CHECKS	136.67
BALANCE	28977.93
PLUS OUTSTANDING DEPOSITS	
BALANCE	<u><u>28977.93</u></u>

	2064	56.67
	2067	80.00

	<u>136.67</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
		<u><u>136.67</u></u>		
CHECKBOOK BALANCE AS OF Jan-20			\$26,510.93	
PLUS RECEIPTS			\$2,467.00	
BALANCE			28977.93	
LESS DISBURSEMENTS				
BALANCE			28977.93	
PLUS/MINUS BANK ERROR				
BALANCE			28977.93	
PLUS/MINUS ADJUSTMENT				
CHECKBOOK BALANCE AS OF Feb-20			<u><u>28977.93</u></u>	

**BORON JR./SR. HIGH SCHOOL
STUDENT BODY ACCOUNTS
FINANCIAL STATEMENT 2/29/2020**

Balance as per Alta One Statement 2/29/2020

AltaOne Com. Fed. Credit Union-Savings	\$111.86	
AltaOne Com. Fed. Credit Union-Checking	\$82,888.15	
		\$83,000.01
Less Outstanding Checks:		\$1,180.36
Plus Outstanding Deposits:		
	Balance	\$81,819.65

Outstaign Checks:

Check #	Amount
6245	\$500.00
6253	\$250.00
6255	\$378.88
6257	\$51.48

Total \$1,180.36

Balance as per Ledgers 1/31/2020	Balance	\$88,023.85
Deposits:		\$5,413.39
Less Disbursements:		\$11,617.59
FINAL BALANCE as of 1/31/2020		<u><u>\$81,819.65</u></u>

ASB FINANCIAL REPORT - February 2020

Group	Beginning			Transfer		Ending Balance	
	Balance	Income	Expenses	Transfer In	Out		
100	Athletics	20,263.04	1,682.60	10,301.48		11,644.16	
101	ASB General	11,318.16	1,133.29	423.40		12,028.05	
103	11th Grade	3,465.75		378.88		3,086.87	
104	10th Grade	2,463.68	1,426.00			3,889.68	
105	9th Grade	4,230.36	790.50			5,020.86	
106	8th Grade	5,020.35				5,020.35	
107	7th Grade	2,131.00				2,131.00	
108	12th Grade	5,338.46				5,388.46	
109	Soccer Club	1,961.21		478.92		1,482.29	
110	Boys Soccer	910.01				910.01	
111	Donations	1,184.99				1,184.99	
135	C.S.F.	215.56				215.56	
137	Academic Decathlon	423.05				423.05	
140	N.H.S.	0.04				0.04	
141	Boron Boat Builders	7.50				7.50	
142	Disc Golf	52.34				52.34	
150	Cheerleaders	450.24				450.24	
151	Cheer Scholarship	1.23				1.23	
155	Band	1,488.92				1,488.92	
158	Drama	1,367.69				1,367.69	
201	Baseball	915.75				1,190.75	
202	Jr. Cats Volleyball	201.00				201.00	
204	H.S. Volleyball	1,021.60				1,021.60	
205	Shop Acct.	1,443.82				1,443.82	
206	Operation Success	527.80				524.80	
207	Cross Country	487.57				487.57	
208	Track	341.82				341.82	
215	Varsity Club	2,091.80				2,091.80	
220	Yearbook	4,972.37	40.00			4,972.37	
221	Girl's Basketball	1,300.82				1,300.82	
223	Varsity Boys Basketba	876.53				876.53	
224	Softball	266.32				266.32	
228	Mem	235.00				235.00	
230	Book Scholarship	4,417.46				4,417.46	
231	Minette Scholarship	100.00				100.00	
235	Jr.H A.S.B. General	2,058.30	341.00			2,399.30	
236	Castle Scholarship	3,000.00				3,000.00	
237	A.S.B. Lock Acct.	287.50				287.50	
250	Football Club	124.56				124.56	
255	Supply Acct.	168.02		34.91		133.12	
260	Library	754.28				754.28	
262	P.E. Uniforms	428.37				428.37	
	TOTAL	88,023.85	5,413.39	11,617.59	0.00	0.00	\$81,819.65

DESERT HIGH SCHOOL
STUDENT BODY BANK STATEMENT RECONCILIATION - EFCU

BANK STATEMENT BALANCE AS OF Feb-20		112321.15
OUTSTANDING CHECKS		1081.86
BALANCE		111239.29
PLUS OUTSTANDING DEPOSITS		
BALANCE		<u>111239.29</u>

12088	81.62	12433	47.96
12141	325.00	12460	11.24
12250	51.00		
12278	30.66		
12292	15.75		
		12464	318.92
12389	7.52		
12390	19.99	12466	32.18
12415	9.61		
12416	95.12		

12447 35.29

636.27
1081.86

0.00

445.59

CHECKBOOK BALANCE AS OF Jan-20		106127.78
PLUS RECEIPTS		24,998.28
BALANCE		131,126.06
LESS DISBURSEMENTS		18635.89
BALANCE		112490.17
PLUS/MINUS BANK ERROR		
BALANCE		112490.17

PLUS/MINUS ADJUSTMENT

CHECKBOOK BALANCE AS OF Jan-20		<u>112490.17</u>
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DESERT HIGH SCHOOL						
STUDENT BODY FINANCIAL REPORT FOR FEBRUARY 2020						
DESERT HIGH SCHOOL	BEGINNING	INCOME	EXPENSES	TRANSFER	TRANSFER	ENDING
HIGH SCHOOL	BALANCE			IN	OUT	BALANCE
100 STUDENT BODY FUNDS	18378.06	19768.39	1144.11			37002.34
ANNUAL YEARBOOK	15331.19	630.00	15911.19			50.00
3 ASB ATHLETICS	0.00					0.00
4 BAND	164.74					164.74
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	188.37					188.37
12 BIBLE CLUB, HS	129.30					129.30
13 C.S.F.	2607.24					2607.24
14 CHEERLEADERS	103.17					103.17
15 CROSS COUNTRY	2140.83					2140.83
16 CLASS OF '19	913.3					913.30
17 CLASS OF '18 - GRADUATED	-37.76					-37.76
18 CHOIR CLUB	199.05					199.05
19 DRAMA	3053.80		371.85			2681.95
20 SCORP PALS	0.00					0.00
21 FOOTBALL	140.00					140.00
22 CLASS OF 2021	4501.26	166.25	474.30			4193.21
23 DHS Enterprises	-14.66					-14.66
24 HONORARY HISPANIC SOC.	0.00					0.00
25 CLASS OF 2020	10593.79	857.00	122.18			11328.61
26 N.H.S.	436.00	210.00				646.00
27 CLASS OF '17 - Graduated	0.00					0.00
28 JROTC	2749.81	2533.08				5282.89
29 PHOTOGRAPHY CLUB	0.00					0.00
30 SPIRIT WEAR - 1410	4678.91					4678.91
31 SNACK BAR - [41]	13681.53					13681.53
32 SOFTBALL, VAR	303.26	160.00				463.26
33 BOYS/ GIRLS SOCCER	1627.22		318.92			1308.30
34 J.V. SOFTBALL	0.00					0.00
35 TENNIS, GIRLS	1869.77					1869.77
36 J.V. VOLLEYBALL	5.20					5.20
37 VOLLEYBALL, VAR	116.14					116.14
38 WRESTLING	345.25					345.25
39 ENVIRONMENTAL	263.35					263.35
40 ROP CLUB	0.00					0.00
41 GOLF CLUB	24.83					24.83
42 DESERT WOOD	0.00					0.00
43 TRACK	772.16					772.16
44 ROBOTICS	7803.75		202.76			7600.99
45 FASHION	0.00					0.00
46 Culture Club	1095.27					1095.27
47 SCIENCE OLYMPIAD	1190.72					1190.72
48 CLASS 2016 GRADUATED	-5.00					-5.00
61 CLASS OF 2022	3380.62					3380.62
71 CLASS OF 2023	1063.37					1063.37
TOTALS	101199.38	24324.72	18545.31	0.00	0.00	106978.79
DESERT JUNIOR HIGH SCHOOL						
ASB FINANCIAL REPORT FOR FEBRUARY 2020						
JUNIOR HIGH	BEGINNING	INCOME	EXPENSES	TRANSFER	TRANSFER	ENDING
	BALANCE			IN	OUT	BALANCE
50 ASB	531.50	673.56	90.58			1114.48
52 JH BASKETBALL	0.04					0.04
53 CHESS CLUB	0.00					0.00
54 BIBLE CLUB, JH	546.50					546.50
55 ODYSSEY OF THE MIND	227.09					227.09
62 LIBRARY	883.29					883.29
64 NAT'L JR HONOR SOCIETY	0.00					0.00
65 JH PATRIOTS	0.00					0.00
67 DESERT TRACK CLUB	0.00					0.00
70 JH SNACK BAR	1392.58					1392.58
72 JH YEARBOOK	0.00					0.00
75 CLASS OF 2024	1011.54					1011.54
76 CLASS OF 2025	335.86					335.86
JUNIOR HIGH TOTALS	4928.40	673.56	90.58	0.00	0.00	5511.38
PLUS HIGH SCHOOL TOTALS	101199.38	24324.72	18545.31	0.00	0.00	106978.79
TOTALS	106127.78	24998.28	18635.89	0.00	0.00	112490.17

MEMORANDUM OF UNDERSTANDING
(COVID-19)

This Memorandum of Understanding ("MOU") is entered into by and between the **MUROC JOINT UNIFIED SCHOOL DISTRICT** ("District") and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #340** (the "Association"). The District and Association are hereinafter collectively referred to as "the Parties." The Parties have entered into this MOU to reflect the agreements reached regarding the response to the coronavirus (COVID-19) pandemic. Upon full execution, this MOU shall remain in effect for the duration of the school closure.

The Parties recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and classified staff. The Parties recognize the importance of prudent measures to prevent employees, students, their families, or other people using facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease. The Parties agree that continuity of operations should be maintained and provisions made for District employees who are impacted by the COVID-19 pandemic.

The Association enters into this MOU on its own behalf as well as on behalf of classified employees who are members of the bargaining unit represented by the Association in its role as the Exclusive Representative.

RECITALS

The Parties negotiated a Collective Bargaining Agreement ("CBA") effective July 1, 2019 through June 30, 2021. The effects of the COVID-19 pandemic are a matter the Parties wish to address through this MOU.

Therefore, the Parties agree as follows:

TERMS:

1. The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take all measures available to ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The Parties recognize that there have been severe shortages throughout California of supplies for hygiene and sanitation recommended by Public Health officials but will make all reasonable efforts to provide appropriate supplies.

2. Association unit members are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).

3. In the event an Association unit member is exposed to COVID-19, or is taken ill with COVID-19, sick leave policies will be construed to encourage such employee not to infect others by coming to work. Similarly, those employees with susceptibility to the virus, will be granted flexibility with work hours or location when consistent with District operational needs. The Association will notify its members of the District's commitments and will not encourage its members to take leave unless there is actually a medical reason to do so.

4. In the event of a State or local government mandated closure of any District facility or operation due to the COVID-19 pandemic, Association bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. If there is a State or local government mandated closure or curtailment of services, Association bargaining unit members may be assigned alternate work locations and/or schedules.

5. During a student attendance closure, Association unit members will be required to report to work as assigned unless otherwise instructed. If not required to report to work, Association unit members must be reachable at all times during their regular work hours, abstain from alcohol or other substances, and report to work within a reasonable timeline of notification to perform assigned duties as needed. Employees who are ill will be required to use paid sick leave during a student attendance closure.

6. During a student attendance closure, pre-approved sick leave shall continue to be used as originally planned and the Association unit member will not be expected to be available to work. This paragraph will apply for up to one month from the date of any such closure or curtailment of services. In the event the student attendance closure or curtailment seems likely to last more than one month, the Parties may meet and bargain the effects.

7. The Association will support efforts to maintain funding pursuant to Education Code sections 41422 and 46392 in the event of a closure of any District facility due to COVID-19 pandemic.

8. The District may be required to add additional school days to this school year or alter the regular school day to increase instructional minutes. Additional work beyond the 2019-2020 Classified Work Calendar will be compensated the same as during the regular school year.

9. The District shall respond to requests by Association unit members who are parents in conformity with the Labor Code, Education Code, Board Policies/Administrative Regulations, and the CBA.

10. The Parties agree that all current adopted leave policies will remain in full effect during the duration of the COVID-19 pandemic. The following special circumstances shall be in effect during the duration of the pandemic:

a. Association unit members who may be at high-risk during this pandemic may provide the appropriate medical documentation to request a leave during the pandemic when asymptomatic, in which case a meeting will be conducted to determine any reasonable accommodations that may be implemented.

b. Association unit members shall inform the District when they have been exposed to an individual who has tested positive for COVID-19 and shall self-quarantine for 14 calendar days to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing. Association unit members shall use all available sick leave during an exposure self-quarantine.

c. Association unit members shall be placed on fully-paid administrative leave for the duration of any official quarantine if issued by a Public Health Official.

d. Notwithstanding the foregoing, the Parties agree to permit use of any additional paid leave provided by federal or state government during the pendency of the declared COVID-19 national and state emergency.

e. During a student attendance closure an Association unit member who is unable to report to work due to childcare issues will be allowed to use available Sick Leave, Vacation, Compensatory Time, and Other Entitlement. Once all leave is exhausted, an employee may use leave without pay.

f. Association unit members 65 years of age or older, or who are at higher risk due to serious chronic medical condition, during the COVID-19 pandemic, may self-isolate and remain in paid status. The District may require that such employees work from home.

11. Any approved remote work shall be at the discretion of the District with an emphasis on equity, health, and safety in the workplace, aligned with any mandates from Public Health for social distancing. The District may mandate some unit members to engage in remote work with alternate work in lieu of the regularly assigned tasks in positions where the District determines it is feasible and appropriate.

12. The District may send home an Association unit member who exhibits symptoms consistent with the COVID-19 virus as defined by Public Health (e.g. fever, cough, and

difficulty breathing). An employee sent home by the District will use any available paid leaves for the duration of the active symptoms. Unit members shall not return to work until asymptomatic or unless the unit member provides a medical note clearing the unit member to return to work.

13. Pursuant to the CDC's recommendation, those exposed to the COVID-19 may self-quarantine and not see a doctor unless their condition worsens, requiring medical care. The District shall allow flexibility so unit members who are ill, or caring for ill family members, do not need to leave their homes to acquire or present doctors' notes and potentially infect others. Association unit members will be allowed to use available Sick Leave, Vacation, Compensatory Time, and Other Entitlement during such absence. Once all leave is exhausted, an employee may use leave without pay.

14. The District shall submit a "J-13A," and/or any other waiver for which the District may be eligible, to the California Department of Education ("CDE") to mitigate the loss of ADA funding. In the event the state of California imposes alternative requirements for schools in response to COVID-19, the Parties agree to immediately initiate negotiations on the impacts.

15. Any unit member who worked their contracted daily hours from March 18, 2020-April 5, 2020 shall receive comp time at an hour for hour basis, in coordination with their supervisor, by July 1, 2021. This comp time shall be used prior to any other leaves. Any hours worked in excess of eight (8) hours in any given day, or call-back, shall follow CSEA's current CBA.

16. The Parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of this MOU and make any necessary changes consistent with federal or state mandates.

17. The Parties agree that this MOU fully addresses all concerns over the subject matter addressed herein.


18. This is a non-precedent setting agreement.

RATIFIED

By affixing their signatures to this MOU, the Parties acknowledge that the matters set forth are fully settled. This MOU shall be binding upon the heirs, successors, devisees, administrators, employees, executors, and assigns of the Parties. The signatures below signify that the signers are authorized representatives of the District or Association as the proper parties to this MOU, that all actions necessary for the Parties to ratify and accept this MOU as a binding and bilateral agreement have been completed in the manner required by that party or by the law. This MOU is subject to Board approval.

FOR THE DISTRICT:

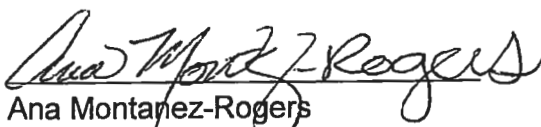
March 31, 2020



Kevin D. Cordes
Superintendent

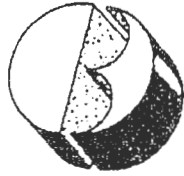
FOR THE ASSOCIATION:

March 31, 2020



Ana Montanez-Rogers
Chapter President

Sheryl Centro
CSEA LRR



John R. Byerly

INCORPORATED

March 19, 2020

Muroc Joint Unified School District
17100 Foothill Avenue
North Edwards, California 93523

File No.: C-1012
I.D. No.: 032011

Attention: Trevor Walker, Chief Business Officer

Project: K-12 Campus Edwards AFB Modernization and Addition, Phase 2, Desert High School, 1595 Bailey Avenue, Edwards, California; DSA File No. 15-H8, DSA Application No. 03-118945

Subject: Proposal for Geotechnical Engineering, Testing Laboratory, and Special Inspection Services

References: (a) Project Plans, WLC Architects, January 23, 2019

(b) DSA - 103, List of Required Structural Tests and Special Inspections

(c) Proposal for Geotechnical Engineering, Special Inspection, and Testing Laboratory Services, John R. Byerly, Inc., I.D. No. 121922, December 23, 2019

Ladies and Gentlemen:

Reference (c) presents our original proposal for geotechnical engineering, special inspection, and testing laboratory services that will be needed during construction for the K-12 Campus Edwards AFB Desert High School Modernization Project, Phase 2. The fee estimate presented in that proposal was based on 3.0 percent of the construction cost. As requested, we have reviewed that fee estimate and offer a revised fee estimate assuming 2.5 percent of the project construction cost. We continue to understand that the construction elements include four new buildings, addition to Building K, alterations to six buildings, athletic field renovations with new bleachers, musco lights, dugouts, and scoreboards, parking lot, and associated site improvements. The project contracted cost is \$52,868,706.00, as indicated on the district web site. We have reviewed the referenced documents. This revised proposal is based on our plan review and experience with similar projects. The anticipated services would include:

- Geotechnical monitoring of grading/foundation soil testing and inspection
- Geotechnical monitoring of retaining wall backfill

GEOTECHNICAL ENGINEERS • TESTING AND INSPECTION
2257 South Lilac Ave., Bloomington, CA 92316-2907
Bloomington(909) 877-1324 Riverside (909) 783-1910 Fax (909) 877-5210

- Compaction tests, utility trench backfill
- Compaction tests, parking lot subgrade, base, and hot mix asphalt
- Compaction tests, sidewalks/hardscape/curb/gutter, subgrade and base
- Tag, identify, and sample reinforcing steel
- Laboratory testing of reinforcing steel, tension and bend
- Tag and identify anchor rods, nuts, and washers
- Tag and identify high-strength bolts
- Laboratory testing of high-strength bolts
- Review of concrete mix designs
- Concrete batch plant inspection
- Fabrication of concrete test cylinders, including slump and temperature testing
- Compression testing of concrete samples, including pick up and curing
- Special inspection, masonry
- Identify, sample and laboratory testing of concrete masonry units
- Compression testing of grout/mortar samples
- Coring masonry walls and laboratory shear tests of core samples
- Witness installation of post-installed anchors
- Torque/pull tests of post-installed anchors
- Special inspection, musco light poles and related material testing
- Special inspection, fabrication of structural glue-laminated lumber
- Special inspection, high-strength bolting
- Special inspection, shop welding

- Special inspection, field welding
- Ultrasonic and magnetic particle testing

Our fees are predicated on time consumption computed at the unit rates shown on the enclosed Schedule of Fees.

It has been our experience that the total fee for geotechnical engineering, special inspection, and testing laboratory services for the planned scope of construction can be expected to be in the range of 2.0 percent to 3.0 of the construction cost, or \$1,057,360 to \$1,586,040, for this \$52,868,000 project. In reviewing the project documents, we note that significantly more welding inspection will be required than in conventional school buildings. Therefore, we suggest a not to exceed budget of \$1,321,718 (2.5 percent of construction costs) be established for our services. Please note that we would invoice only for those services provided as the contractors' construction schedule requires.

Our Schedule of Fees is considered a part of this proposal and will be used in invoicing for all services. The fee estimate also assumes 5-day workweeks, and 8-hour workdays within the hours of 6 am to 5 pm. Premium pay rates are required for time in excess of 8 hours in any day, for time in excess of 40 hours in any week, for work within the hours of 5 pm to 6 am, and for Saturday work. Holiday and Sunday work would be charged at double time. Our prevailing wage rates will increase consistent with predetermined increases mandated by the California Department of Industrial Relations.

Also enclosed is our standard Agreement. If the scope of services proposed and suggested budget are acceptable, please sign one copy of the Agreement, and return the signed copy to this office. If preferable, you may submit your purchase order or consultant retention agreement to us for our signature.

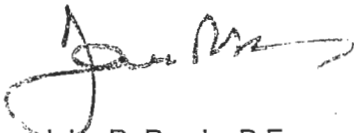
Muroc Joint Unified School District
March 19, 2020
Page 4

File No.: C-1012
I.D. No.: 032011

We appreciate the opportunity to provide you with this proposal. Should there be questions, please feel free to contact this office.

Respectfully submitted,

JOHN R. BYERLY, INC.

A handwritten signature in black ink, appearing to read 'John R. Byerly', with a stylized flourish at the end.

John R. Byerly, P.E.

President

R.E. No. GE179, Exp. 6/30/21

R.E. No. C15871, Exp. 6/30/21

JRB:LA:jet

Enclosures: Schedule of Fees
Agreement

cc: California Professional Management

AGREEMENT

John R. Byerly, Inc., hereinafter referred to as "Geotechnical Engineer" and Muroc Joint Unified School District, hereinafter referred to as "District."

District agrees to retain the services of the Geotechnical Engineer in connection with the property described in the attached proposal letter and Geotechnical Engineer agrees to the retention of its services by District upon the following terms and conditions:

1. Geotechnical Engineer will render such services as are described in the proposal letter attached with this agreement and such additional work as may be described in addendum proposal letters by the Geotechnical Engineer.
2. District agrees to pay the Geotechnical Engineer for said services on a time consumption basis as shown on the attached Schedule of Fees.

TERMINATION

In the event that District requests termination of the work prior to completion, Geotechnical Engineer reserves the right to complete such analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and where considered necessary to protect his professional reputation, to complete a report of the work performed to date. Therefore, in addition to those charges incurred up to the date of termination, a termination charge to cover the cost of the additional necessary work performed after the request to terminate has been received shall be made, not to exceed 30% of all charges incurred to date of the stoppage of the work.

TERMS OF PAYMENT

Geotechnical Engineer, after the end of each calendar month, or at completion of any phase of the work, shall submit to District, in duplicate, an itemized bill for services rendered and costs incurred. Said bill shall be due and payable when rendered. District agrees to pay court and reasonable attorney's fees should suit be commenced in court to collect any portion of the account.

SCOPE OF SERVICES TO BE PERFORMED

1. Scheduling

Work will be scheduled as soon as practicable and such scheduling will be contingent upon unavoidable delays in performance beyond the Geotechnical Engineer's reasonable control, or delays caused by failure of District or District's agents to furnish information or to approve or disapprove Geotechnical Engineer's work properly, or due to late or slow, or faulty performance by District, contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance with the Geotechnical Engineer's

work. The Geotechnical Engineer shall not be responsible for damage due to the aforementioned delays. In the event of occurrence of such delays, an unreasonable delay resulting from such cause, District shall have the right to declare this contract terminated, thereby discharging both parties herein, as to any remaining obligations hereunder. In the event District exercises its rights pursuant to this paragraph, District shall notify the Geotechnical Engineer in writing of such act and agree to pay the Geotechnical Engineer, pursuant to the fee schedule, for all work and services actually performed by the Geotechnical Engineer, in accordance with the Termination Clause.

2. Subcontracting

Normal subcontracting may be for drilling or other excavation equipment, but may also include the following: computer services; furnishing and driving test piling; special testing, e.g. agronomical, corrosion, x-ray; geological or other consulting services; and aerial surveys.

GENERAL TERMS

1. Project Understanding

District shall make available all information to the Geotechnical Engineer regarding existing and proposed conditions of the site. The information shall consist of, but not limited to, plot plan, locations of structures, building plans, grading plans, topographic data, previous soil data including borings, field or laboratory testing and written reports. Any changes in plans or additional information that might become available affecting the Geotechnical Engineer and noted by the District or its agents shall be submitted to the Geotechnical Engineer as they become available. It will be the responsibility of the District to notify the Geotechnical Engineer of any changes in the concept of the project. Where drawings, data, and other information are provided to the Geotechnical Engineer, he will rely upon such information to the extent intended by the District. District agrees to indemnify and hold harmless the Geotechnical Engineer from injury or death of persons or damage to property as a result of such reliance.

2. Safety

District agrees to provide a safe place for the Geotechnical Engineer's employees to perform their duties in furnishing the services provided for under this contract.

3. Claims

In the event the District makes a claim against the Geotechnical Engineer or at law or otherwise for any alleged error or omissions or other acts arising out of performance of the professional services, and the District fails to prove such claims, the District shall pay all costs and attorney's fees incurred by the Geotechnical Engineer in defending itself against the claim. In the event District proves an error or omission or other wrongdoing arising out of the performance of the Geotechnical Engineer's professional services, the Geotechnical Engineer shall pay all costs and attorney's fees incurred by District regarding such claim.

4. Access to Site

District agrees to give or obtain permission and any permits necessary to allow the Geotechnical Engineer access to the site for all necessary equipment and personnel, at no charge to the Geotechnical Engineer.

5. Waiver of Contract Provisions

None of the provision of this contract shall be considered waived by the Geotechnical Engineer unless such waiver is given in writing by the Geotechnical Engineer. No such waiver shall be a waiver of any part of future defaults, breach or modifications of any of the terms, provisions, conditions or covenants of this contract unless expressly set forth in such waiver. Any failure of the Geotechnical Engineer at any time to enforce or require the strict keeping and performance of any of the terms or conditions of this contract shall not constitute a waiver of such terms or conditions and shall not affect or impair such items or conditions in any way or the right of the Geotechnical Engineer at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

6. Conflicts

Conflicts between specifications, drawings, data, codes, laws, ordinances, regulations, bylaws, and the like, applicable to the work must be resolved to the satisfaction of the Geotechnical Engineer. District shall, in writing, notify the Geotechnical Engineer or his field superintendent of any conflict. The Geotechnical Engineer shall not work on the affected item or items until the conflict has been resolved.

7. Warranty

The District recognizes the inherent risk connected with construction. In performing their professional services, the Geotechnical Engineer will use the degree of care and skill ordinarily exercised under similar circumstances, by reputable members of their profession practicing in the same or similar localities.

8. Ownership of Documents

All reports, field exploration logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Geotechnical Engineer, as instruments of service, shall remain the property of the Geotechnical Engineer.

9. Liens

Geotechnical Engineer shall at all times indemnify and save District harmless against all liability for claims and liens for labor performed or materials used or to be furnished to be used on the job in connection with Geotechnical Engineer's performance of this contract, including any costs and expenses for attorney's fees and all incidental or consequential damages resulting to District from such claims or liens. Further, in case suit on such claim is brought, Geotechnical Engineer shall defend said suit at its own cost and expense, and will pay and satisfy any such lien or judgment as may be established by the decision of the court in said suit. Geotechnical Engineer agrees within ten days after written demand to cause the effect of any suit or lien to be removed from the premises, and in the event

Geotechnical Engineer shall fail to do so, District is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed and the cost thereof, together with reasonable attorney's fees, shall be immediately due and payable to District by Geotechnical Engineer. It is understood and agreed that the full and faithful performance of this agreement on the part of Geotechnical Engineer (including the payment of any obligations due from Geotechnical Engineer to District, and any amounts due to labor or material men furnishing labor or materials for said work) is a condition precedent to Geotechnical Engineer's right to receive payment for the work performed, and any monies paid by District to Geotechnical Engineer under the terms of this agreement shall be impressed with the trust in favor of those furnishing labor and/or material to Geotechnical Engineer on the work herein described.

10. Assignment of Contract

Geotechnical Engineer shall not, without notifying District, assign, transfer, nor sublet any portion or part of the work required by this agreement nor assign any payments hereunder to others. District may assign or transfer the whole or part of this agreement, and its rights hereunder, to any corporation, individual, or partnership. Geotechnical Engineer shall be responsible to District for the performance of engineers, subcontractors, and consultants who render services on District projects.

This contract contains all of the agreements of the parties and there are no other agreements, oral or written, between the District and the Geotechnical Engineer.

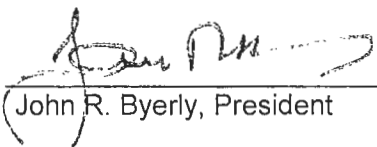
I have read and understand the above and hereby authorize the Geotechnical Engineer to proceed with the work in terms of this contract. I further acknowledge by my signature that I have power to act for District and to authorize this work.

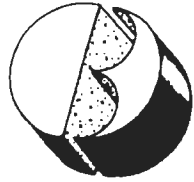
MUROC JOINT UNIFIED SCHOOL DISTRICT

Date: _____ By: _____
Authorized Signature

Date: _____ By: _____
Authorized Signature

JOHN R. BYERLY, INC.

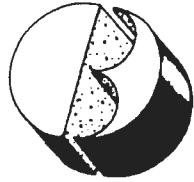
Date: March 19, 2020 By: 
John R. Byerly, President



John R. Byerly
I N C O R P O R A T E D

SCHEDULE OF FEES (2020)

MARCH 13, 2020



John R. Byerly

I N C O R P O R A T E D

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE NO.</u>
Schedule of Fees for Geotechnical Services	1
Professional Personnel	1
Field Personnel	1
Geotechnical Laboratory Testing	1
Special Inspection Services	3
Inspection Fees.....	3
Materials Testing Services	3
Aggregate Test.....	3
Asphalt Paving Materials	4
Concrete.....	5
Fireproofing Tests	5
Concrete Masonry Unit (CMU) and Brick.....	6
Reinforcing and Structural Steel	6
Roof Tile.....	7
Testing Machine – 400,000 lb. Universal.....	7
Miscellaneous	7
Conditions and Working Hours	8
Reports	9

SCHEDULE OF FEES FOR GEOTECHNICAL SERVICES

PROFESSIONAL PERSONNEL

		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Principal Engineer	Per Hr.	\$ 190.00	
Project Engineer	Per Hr.	150.00	
Project Geologist	Per Hr.	150.00	
Staff Engineer	Per Hr.	120.00	
Staff Geologist	Per Hr.	120.00	
Expert Witness Preparation	Per Hr.	190.00	
Expert Witness Testimony (at trial or deposition)	Per Hr.	300.00	

FIELD PERSONNEL

Field Technician (including density testing)	Per Hr.	85.00	110.00
Supervising Field Technician	Per Hr.	120.00	
Staff Engineer	Per Hr.	120.00	
Field Exploration Equipment		Local Prevailing Rate + 20%	
Subsistence		Quotation	

GEOTECHNICAL LABORATORY TESTING

Laboratory Technician	Per Hr.	\$ 75.00
Supervising Laboratory Technician	Per Hr.	95.00
Atterberg Limits		
Liquid Limit	Each	80.00
Plastic Limit	Each	90.00
Shrinkage Limit	Each	100.00
Plasticity Index	Each	170.00
California Bearing Ratio - CBR		
(at specified moisture content - does not include optimum		
moisture content and maximum dry density determination)		
	Each	450.00

Geotechnical Laboratory Testing (continued)

		Regular Rate	Prevailing Wage Rate
Consolidation Testing (without time rate).....	Each	\$ 200.00	
Add one time rate	Each	90.00	
Corrosion Tests			
pH.....	Each	25.00	
Minimum Resistivity.....	Each	30.00	
Sulfate	Each	25.00	
Chloride	Each	25.00	
Redox Potential	Each	25.00	
Sulfide	Each	25.00	
Corrosion Series.....	Each	150.00	
Direct Shear Tests (3-point).....	Each	250.00	
Direct Shear Tests - Residual (per point).....	Point	140.00	
Expansion Index.....	Each	150.00	
Expansion Study (3 points remolded) (maximum density not included)	Each	340.00	
Grain Size Analysis (Gradation)			
Sieve Analysis (including wash passing No. 200 sieve)	Each	130.00	
Sieve Analysis Plus Hydrometer	Each	250.00	
% Passing No. 200 Sieve.....	Each	60.00	
Optimum Moisture and Maximum Dry Density			
Lab Max – (4-inch mold)	Each	180.00	
Lab Max – (6-inch mold)	Each	200.00	
Lab Max – California 216 Method	Each	200.00	
Organic Content	Each	60.00	
Moisture Content.....	Each	30.00	
Moisture/Density Determination – Tube Sample	Each	45.00	
“R” Value			
Untreated Material.....	Each	285.00	
Lime or Cement Treated Material	Each	300.00	
Sand Equivalent (average of 4).....	Each	120.00	

SPECIAL INSPECTION SERVICES

<u>INSPECTION FEES</u>		Regular Rate	Prevailing Wage Rate
Aggregate, Plant Sampling	Hour	\$ 85.00	\$ 110.00
Asphalt, Paving	Hour	85.00	110.00
Asphalt, Batch Plant	Hour	85.00	110.00
Commercial Building Inspection (Wood Framing, ICC)	Hour	85.00	110.00
Concrete, Batch Plant	Hour	85.00	
Concrete, Placing	Hour	85.00	110.00
Concrete, Placing Pre-Stress	Hour	85.00	110.00
Concrete, Pre and Post-Tensioning	Hour	85.00	110.00
Drilled Piers or Piles	Hour	85.00	110.00
Driven Piles	Hour	85.00	110.00
Field Welding, Structural Steel (AWS-CWI, AWS-ACWI and ICC)	Hour	85.00	110.00
Fireproofing Inspection	Hour	85.00	110.00
Ground Rod	Hour	95.00	120.00
Gunite, Placing	Hour	85.00	110.00
Hi-Tensile Bolting	Hour	85.00	110.00
Magnetic Particle Testing	Hour	115.00	135.00
Masonry Placing Inspection	Hour	85.00	110.00
Pachometer Meter Reinforcing Steel Locator	Hour	95.00	125.00
Pull Tests of Anchor Bolts/Dowels	Hour	85.00	110.00
Reinforcing Steel, Placing	Hour	85.00	110.00
Schmidt Concrete Hammer	Hour	95.00	115.00
Shop Welding Fabrication (AWS-CWI, AWS-ACWI and ICC)	Hour	90.00	
Skidmore Testing	Hour	140.00	170.00
Special Inspector	Hour	85.00	110.00
Tag, Identify, and Sample Rebar or Structural Steel	Hour	85.00	110.00
Torque Testing of High Strength Bolts	Hour	90.00	110.00
Ultrasonic Testing	Hour	115.00	135.00
Witness Installation of High Strength Bolts	Hour	85.00	110.00

MATERIALS TESTING SERVICES**AGGREGATE TEST**

Absorption	Each	\$ 40.00
Clay Lumps and Friable Particles	Each	75.00
Cleanness Value (Fine or Coarse)	Each	125.00
Decantation (No. 200)	Each	35.00
Deleterious Substances Determination	Each	115.00
Durability Test (Fine or Coarse) *	Each	165.00
Fineness Modulus (Including Sieve Analysis)	Each	130.00
Flat and Elongated Pieces (Per Size Fraction)	Each	105.00
Fractured Faces (Per Size Fraction)	Each	105.00
Light Weight Particles	Each	135.00

Aggregate Test (continued)

		Regular Rate	Prevailing Wage Rate
Los Angeles Rattler	Each	\$ 230.00	
Moisture.....	Each	30.00	
Organic Impurities	Each	55.00	
Percent Clay in Sands by Hydrometer	Each	180.00	
Percent Passing No. 200 Sieve	Each	50.00	
Percent Shale.....	Each	95.00	
Permeability of Granular Soil (ASTM D 2434)	Each	225.00	
Potential Reactivity (Chemical Method)	Each	Quotation	
Sand Equivalent	Each	120.00	
Sieve Analysis (Fine or Coarse - Processed)	Each	80.00	
Sieve Analysis (Pit Run).....	Each	130.00	
Soft Particles	Each	95.00	
Soundness of Sodium Sulfate (Fine or Coarse)	Each	325.00	
Specific Gravity (Fine or Coarse)	Each	75.00	
Voids.....	Each	65.00	
Weight Per Cubic Foot	Each	75.00	
Deposit Evaluation	Each	Quotation	

* Lightweight aggregate also requires Specific Gravity and Absorption Testing

ASPHALT PAVING MATERIALS

Asphalt Paving Inspection.....	Hour	\$ 85.00	\$ 110.00
Plant Control during Operations	Hour	85.00	
Coring with Diamond Bit (Includes Bit Charge)..... (Contractor to provide access)	Hour	140.00	160.00
Density of Cores.....	Each	45.00	
Film Stripping	Each	80.00	
Los Angeles Rattler	Each	230.00	
Laboratory Standard Density (Marshall)	Each	170.00	
Laboratory Standard Density (Hveem).....	Each	170.00	
Moisture Vapor Susceptibility.....		Quotation	
Mix Design.....	Each	135.00	
Mix Design Studies (Marshall or Hveem).....	Each	450.00	
Pavement Evaluation		Quotation	
Plant Sample - % Asphalt, Ignition Oven	Each	145.00	
Plant Sample - % Asphalt and Gradation, Ignition Oven	Each	230.00	
Ignition Oven Aggregate Correction.....	Each	180.00	
Sand Equivalent	Each	120.00	
Sieve Analysis	Each	80.00	
Soundness Test (Sodium Sulfate) (Fine or Coarse).....	Each	325.00	
Stability Test - "S" Value (Hveem Method)	Each	250.00	
Stability Test (Marshall Method - Set of 3).....	Each	250.00	
Theoretical Maximum Specific Gravity (Rice).....	Each	125.00	
Thickness of Pavement.....	Each	15.00	

CONCRETE

		Regular Rate	Prevailing Wage Rate
Absorption – Concrete Pipe or Tile (ASTM C497)	Each	\$ 30.00	
Batch Plant Inspection.....	Hour	85.00	
Concrete Placing Inspection	Hour	85.00	110.00
Coring (Includes Bit Charge).....	Hour	140.00	160.00
Coring Assistant (Required for Work from Ladder or Scaffolding).....	Hour	85.00	110.00
Field Technician	Hour	85.00	110.00
Molding Cylinders and Beams	Hour	85.00	110.00
Pachometer Reinforcing Steel Locator	Hour	95.00	125.00
Pick up Cylinders.....	Hour	80.00	
Pre-Stress and Post-Tensioning Inspection.....	Hour	85.00	110.00
Schmidt (Rebound) Hammer	Hour	90.00	110.00
Compression Test – 6"x12" and 4"x8" Cylinders	Each	25.00	
Hold Cylinders (Not Tested).....	Each	15.00	
Compression Test – Concrete or Shotcrete Cores			
8" Maximum Diameter.....	Each	30.00	
Compression Test – Shotcrete - 6"x12" and 4"x8" Cylinders.....	Each	40.00	
Compression Test – Gypsum Cylinders.....	Each	30.00	
Gypsum Cylinders – Dried to Constant Weight	Each	22.00	
Mix Designs			
First Design (Exclusive of Aggregate Tests).....	Each	120.00	
Additional Design (Same Report).....	Each	90.00	
Review of Mix Design.....	Each	120.00	
Modulus of Elasticity – 6"x12" Cylinders	Each	125.00	
Modulus of Rupture (Flexure) – 6"x6" Beams	Each	80.00	
Moisture Vapor Kit.....	Each	25.00	
Saw-Cutting Samples for Testing (If Required)	Each	10.00	
Shrinkage Test (Set of 3)	Each	450.00	
Slump Cone (Refundable upon Return of Cone)	Deposit	50.00	
Splitting Tensile Test.....	Each	50.00	
Trial Batch in Laboratory			
(Including Air Content, Unit Weight Water Demand, Slump and Strength Determinations (1 at 7 days and 2 at 28 days).....	Each	450.00	
Unit Weight of Cylinders.....	Each	25.00	

* No charge if cylinder returned to us for testing

FIREPROOFING TESTS

Compression	Each	\$ 45.00	
Cohesion/Adhesion	Each	45.00	
Density	Each	40.00	
Dry Film Fireproofing Testing.....	Hour	120.00	\$ 140.00
Fireproofing Inspection.....	Hour	85.00	110.00

CONCRETE MASONRY UNIT (CMU) AND BRICK

		Regular Rate	Prevailing Wage Rate
Coring (Includes Bit Charge).....	Hour	\$ 140.00	\$ 160.00
Coring Assistant (Required for Work from Ladder or Scaffolding).....	Hour	85.00	110.00
In-Place Shear Testing.....	Hour	85.00	110.00
Masonry Placing Inspection	Hour	85.00	110.00
Molding Grout and Mortar	Hour	85.00	110.00
Pickup Grout and Mortar Samples	Hour	80.00	
Sample Masonry Units	Hour	80.00	
CMU, Compression	Each	45.00	
CMU, 24-Hour Absorption.....	Each	40.00	
CMU, Moisture Content.....	Each	40.00	
CMU, Density (Unit Weight).....	Each	30.00	
CMU, Lineal Shrinkage (Rapid Method)	Each	90.00	
CMU, Dimensions	Each	20.00	
CMU, C140 Complete Testing	Each	650.00	
Brick, Compression	Each	35.00	
Brick, 24-Hour Absorption	Each	40.00	
Brick, 5-Hour Absorption	Each	40.00	
Brick, Modulus of Rupture.....	Each	35.00	
Grouted Masonry Prism Compression	Each	175.00	
Hydraulic Conductivity (Permeability) (ASTM D 5084)	Each	350.00	
Mortar and Grout Specimens, Compression.....	Each	30.00	
Masonry Cores, Compression 8" Maximum Diameter	Each	50.00	
Masonry Cores, Shear 8" Maximum Diameter.....	Each	70.00	
Tensile Test – CMA Method.....	Each	160.00	
Saw-Cutting Samples for Testing (If Required)	Each	10.00	
Unit Weight of Units.....	Each	25.00	
Mortar Cement Permeable Voids (ASTM C642).....	Each	75.00	

REINFORCING AND STRUCTURAL STEEL

Anchor Bolts		Quotation	
Bolt – Hardness Only	Each	\$ 40.00	
Bolt – Wedge Tensile (Up to 100,000 lbf)	Each	100.00	
Hi-Strength Bolting	Hour	85.00	\$ 110.00
Field Welding Inspection (AWS-CWI, (AWS-ACWI), and ICC).....	Hour	85.00	110.00
Magnetic Particle Testing.....	Hour	115.00	135.00
Nut – Hardness (Proof Load Under 100,000 lbf)	Each	45.00	
Nut – Hardness (Proof Load Between 100,000 – 150,000 lbf)	Each	55.00	
Shop Welding (AWS-CWI, AWS-ACWI, and ICC).....	Hour	85.00	110.00
Skidmore Testing	Hour	140.00	160.00
Tag, Identify, and Sample Reinforcing Steel.....	Hour	85.00	
Tag and Identify Structural Steel.....	Hour	85.00	110.00

Reinforcing and Structural Steel (continued)

		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Tension and Elongation (Reinforcing Steel)			
No. 11 or Smaller	Each	60.00	
No. 14	Each	120.00	
No. 18 (Proof Test)	Each	120.00	
Ultrasonic Testing	Hour	\$ 115.00	\$ 135.00
Washer - Hardness	Each	35.00	
Welder's Qualification Test – AWS and ASME Procedures		Quotation	
Bend Test (Reinforcing Steel)	Each	60.00	
Welded Wire Mesh Bend Test	Each	60.00	
Welded Wire Mesh Shear Test	Each	60.00	
Tension (Structural Steel)	Each	60.00	
Bend Test (Structural Steel)	Each	60.00	
Torque Testing of High Strength Bolts	Hour	85.00	110.00
Witness Installation of High Strength Bolts	Hour	85.00	110.00
Machining Coupons for Test (Tensile or Bend)		Quotation	

ROOF TILE

Sample Roof Tile	Hour	\$ 85.00	
Strength	Each	50.00	
Absorption	Each	50.00	
Permeability	Each	70.00	

TESTING MACHINE - 400,000 LB. UNIVERSAL

Machine with Operator	Hour	\$ 275.00	
Additional Technician	Hour	75.00	

MISCELLANEOUS

Expert Witness Testimony	Hour	\$ 300.00	
Expert Witness Preparation	Hour	190.00	
Modular Construction, Inspection and Certification	Hour	85.00	\$ 110.00
Roof Tests and Inspection	Hour	85.00	110.00
Structural Failure Investigation		Quotation	
Verification of Fabricator's Quality Control Capabilities		Quotation	
Welder Qualification Test		Quotation	
Glue Laminated Structural Lumber	Local Prevailing Rate + 20%		

**ALL REPORTS ARE REVIEWED BY REGISTERED CIVIL ENGINEERS APPROVED BY
THE STATE OF CALIFORNIA, DIVISION OF STATE ARCHITECTURE**

CONDITIONS AND WORKING HOURS

<u>Minimum Charges</u>	There will be no minimum charges for inspection services. Other than late cancellation fees, client will be charged only for time spent on-site plus applicable travel time
<u>Travel Time</u>	Travel time from Bloomington to site of work and return will be charged at applicable hourly rate.
<u>Clerical Time</u>	Clerical time for report preparation is included in the hourly and unit rates for inspectors and testing. There will be no additional charge for clerical preparation of reports.
<u>Regular Time</u>	First 8 hours, Monday through Friday between 6 a.m. and 5 p.m.
<u>Time and One-Half</u>	First 12 hours on Saturday Monday through Friday after first 8 hours through 12 hours of shift or for hours worked between 5 p.m. and 6 a.m.
<u>Double Time</u>	All day Sunday and after first 12 hours Monday through Saturday. Holidays: New Year's, Memorial, Independence, Labor, Veterans, Thanksgiving, Day after Thanksgiving, Christmas Day.
<u>Prevailing Wage Projects</u>	Separate rates are provided for those projects where SB 1999 prevailing wage requirements are applicable. Our prevailing wage rates will increase in consistence with predetermined increases mandated by the California Department of Industrial Relations.
<u>Parking</u>	When not furnished for Inspector, parking will be charged as paid by the Inspector.
<u>Agency Approval of Special Inspectors</u>	Agency (e.g. Building and Safety Department) fees for approval or registration of special inspectors for a specific job will be charged to the client with no mark-up. Inspector's time to submit qualifications for agency approval will be charged at straight time rate.
<u>Subsistence</u>	On remote jobs, subsistence, when not furnished for Inspector, will be charged by Quotation.
<u>Completion</u>	Inspector will remain on job until discharged by competent authority.
<u>Cancellation</u>	No charge if made before 4:00 p.m. of the preceding day. If cancellation is received after 4:00 p.m. of the previous day, a late cancellation fee equivalent to 2 hours of requested inspection service may be charged.
<u>Terms of Payment</u>	Fees charged are for professional and technical services and are due on presentation. If not paid within 30 days from date of invoice, they are considered past due and a finance charge of 1-1/2% per month will be added to the unpaid balance (APR 18%). Any invoice under \$100.00 will be C.O.D.

All invoice errors or necessary corrections shall be brought to the attention of the company within fifteen (15) days of receipt of invoice; thereafter customer acknowledges invoices are correct and valid. John R. Byerly, Inc. reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against John R. Byerly, Inc., its subsidiaries, affiliates, servants and agents, for termination of work on account of these terms.

Terms of Payment Continued

Should it be necessary to refer a past-due account to an attorney, to file suit for collection, or to file suit to collect mechanics lien, customer agrees to pay all reasonable expenses and costs incurred thereby, including reasonable attorney fees and costs. Jurisdiction and venue shall be in San Bernardino County, State of California.

Limitation of Liability

It is agreed that Client will limit any and all liability, claims for damages, costs of defense, or expenses to be levied against the Geotechnical Engineer on account of any design defects, errors or omissions of professional negligence to a sum not to exceed \$75,000.00 or the amount of their fee, whichever is greater. Client agrees to notify any contractors or subcontractors who may perform work in connection with any design, reports or studies prepared by Geotechnical Engineer of such limitation of liability for design, defects, errors, omissions or professional negligence and requires as a condition precedent to their performing the work a like limitation of liability on their part as against the Geotechnical Engineer. In the event Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions or professional negligence, any liability of the Client and the Geotechnical Engineer to such contracts or subcontracts arising out of an alleged defect, error or omission or professional negligence shall be allocated between the Client and the Geotechnical Engineer in such a manner that the aggregate liability for damages for such design defects to all parties, including the Client, shall not exceed \$75,000.00 or the amount of the Geotechnical Engineer's fee, whichever is greater.

REPORTS

Minimum charge for all special testing	\$ 100.00
Minimum charge for all special research	25.00
Added charge for reproduction and mailing services for the report covering the research15 per sheet
Blueprints or other outside services	Cost + 20%

Principal engineer time will be charged for preparation of each report.

**MUROC JOINT UNIFIED SCHOOL DISTRICT
Board Meeting Background Material**

TO: Board of Trustees
FROM: Kevin D. Cordes
Superintendent
DATE: April 8, 2020
AGENDA ITEM: **Approve Certificated Stipend**

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

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

<u>Name</u>	<u>Assignment</u>	<u>Site</u>	<u>Pay Rate</u>	<u>Effective Date</u>
Katherine Kennett	IEP Administrator	Branch	\$ 400.00	08/19/2019

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: April 8, 2020

AGENDA ITEM: **Approve Certificated Resignation**

BACKGROUND:

Lu Royce, has submitted her letter of resignation for retirement as an Art and History Teacher at Boron Junior/Senior High School effective June 30, 2020. Lu Royce has been with the district since August 22, 1990.

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