

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

BOARD MEETING AGENDA

Wednesday, August 12, 2020 - 5:00 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/REPORTS

Page

Information Items

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

IN 2-3

Reports

- ◆ Muroc Education Association (MEA)
- ◆ California School Employees Association (CSEA)
- ◆ Principal's
- ◆ 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	<u>Page</u>
1. Regular Board Meeting, June 24, 2020	CA 2-3
2. Special Board Meeting, July 29, 2020	CA 4-5
B. Adoption of Board Policy/Administrative Regulation	
1. BP/AR 4119.11, BP/AR 4219.11 and BP/AR 4319.11, Sexual Harassment	CA 6-12
2. AR 4119.12 and AR 4219.12, Sexual Harassment Administrative Regulation	CA 13-19
3. AR 5145.71	CA 20-27
C. Deposit Transactions Report, June 2020	CA 28
D. Accounts Payables Report, June 2020	CA 29-36
E. Student Body Account Reports, Branch Elementary, Boron Junior-Senior High, and Desert Junior-Senior High Schools, May 2020	CA 37-41
F. Authorization for Superintendent to File Impact Aid Applications for 2020-2021	CA 42
G. Interdistrict Attendance Agreement with other School Districts for 2020-2021	CA 43-44
H. Muroc Education Association	
1. MOU for District Nurse	CA 45-46
I. Consulting Contract	
1. Infinity Communications and Consulting Contract	CA 47-49
J. Residential Lease Agreement	
1. J4 Properties Group	CA 50-56
K. Personnel Actions	
1. Resolution 8-20-02; Griselda Escobar, Short Term Staff Permit for Elementary	CA 57
2. Resolution 8-20-03; Danielle Lederman, Short Term Staff Permit for Elementary	CA 58
3. Resolution 8-20-04; Donald Hewes, Provisional Internship Permit for Mathematics	CA 59
4. Certificated Stipends	CA 60
5. Certificated Resignations	CA 61
6. Certificated Appointments	CA 62
7. Classified Resignations	CA 63
8. Change to Classified Assignments	CA 64

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. Public Hearing: Proposal for Implementing Increase in School Facilities Fees

Consideration/Possible Action: **Adoption of Developer Fee Study and Resolution 8-20-01, Increasing School Facilities Fees**
(Developer Fee Study available online as a separate document)

AA 2-5

BOARD REPORTS/COMMENTS

- ◆ Board Member Reports and/or Comments

ANNOUNCE CLOSED SESSION ITEMS

MUROC JOINT UNIFIED SCHOOL DISTRICT

BOARD MEETING BACK-UP MATERIAL

INFORMATION ITEMS

August 12, 2020

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

Information Item

TO: Board of Trustees

FROM: Kevin D. Cordes, Superintendent

MEETING DATE: August 12, 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 and instructional materials
- 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)

☐

April 1, 2020 (for period Jan 1-Mar 31)

☒

July 1, 2020 (for period Apr 1-Jun 30)

☐

October 1, 2020 (for period Jul 1-Sep 30)

☐

January 1, 2021 (for period Oct 1-Dec 31)

Date for information to be reported publicly at governing board meeting: August 12, 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
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Mis-assignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Kevin D. Cordes
Print Name of District Superintendent


Signature of District Superintendent

August 3, 2020
Date

MUROC JOINT UNIFIED SCHOOL DISTRICT

BOARD MEETING BACK-UP MATERIAL

CONSENT AGENDA

BOARD MEETING DATE: **August 12, 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

BOARD MEETING MINUTES

June 24, 2020

PRESENT

Amanda Cadenas, Matt Carter, Amanda Gates, Kevin Cordes
Deandra Gelardo arrived at 5:03 p.m.

ABSENT

Sherman Burkhead Jr.

CALL TO ORDER

Clerk Carter called the meeting to order at 5:01 p.m.

FLAG SALUTE

Mr. Carter led the flag salute.

APPROVAL OF AGENDA

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

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

PUBLIC COMMENTS

There were no public comments at this time.

PRESENTATIONS/INFORMATION ITEMS/DISCUSSION ITEMS/REPORTS

Information Items

Construction Update: Kevin Cordes

Reports

Report by:

Muroc Education Association (MEA)
Superintendent

No Report:

California School Employees Association (CSEA)

CONSENT AGENDA

Deandra Gelardo moved, Amanda Cadenas seconded, to approve/adopt/ratify the following items on the Consent Agenda. **(Motion approved; vote: 4-0)**

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

A. Adoption of Minutes

1. Regular Board Meeting, May 13, 2020
2. Special Board Meeting, May 28, 2020

- B. Deposit Transactions Report**, April 2020
- C. Accounts Payables Report**, April 2020
- D. Student Body Account Reports**, Branch Elementary, Boron Junior-Senior High, and Desert Junior-Senior High Schools, April 2020
- E. Consulting Services for Bailey Branch Building Project**
 - 1. Extension of QSP and Storm Water Services with Target Construction Services, Inc.
- F. Kern County Superintendent of Schools**
 - 1. MOU County Level Educational Services for K-6 Students
- G. Agreement for Professional Services**
 - 1. Student Wrap Around Services with Skye Rydman
- H. Personnel Actions**
 - 1. Certificated Resignations
 - 2. Certificated Stipends
 - 3. Classified Resignations
 - 4. Changes to Classified Assignments

ACTION AGENDA

- A. Public Hearing: Budget for the 2020-21 School Year:** The public hearing opened at 5:21 p.m. and closed at 5:33 p.m. Mr. Walker reviewed the budget. There were no public comments.
Adoption of Budget for the 2020-21 School Year: Amanda Gates moved, Amanda Cadenas seconded, to adopt the 2020-21 budget as Qualified. **(Motion approved; vote: 4-0)**
Vote: Burkhead Jr. Absent Cadenas Aye Carter Aye Gates Aye Gelardo Aye
- B. Adoption of COVID-19 Operations Written Report:** Deandra Gelardo moved, Amanda Gates seconded, to adopt the COVID-19 Operations Written Report. **(Motion approved; vote: 4-0)**
Vote: Burkhead Jr. Absent Cadenas Aye Carter Aye Gates Aye Gelardo Aye
- C. Resolution 6-20-01, Designation of Applicant's Agent Resolution for Non-State Agencies:** Amanda Gates moved, Matt Carter seconded to adopt Resolution 6-20-01, Designation of Applicant's Agent Resolution for Non-State Agencies. **(Motion approved; vote: 4-0)**
Vote: Burkhead Jr. Absent Cadenas Aye Carter Aye Gates Aye Gelardo Aye

BOARD REPORTS/COMMENTS

Clerk Carter announced there will be no closed session.

ADJOURNMENT

There being no further business, Amanda Cadenas moved, Deandra Gelardo seconded, to adjourn the meeting at 5:46 p.m. **(Motion approved; vote: 4-0)**
Vote: Burkhead Jr. Absent Cadenas Aye Carter Aye Gates Aye Gelardo Aye

Matt Carter, Clerk

August 12, 2020
Board Adoption Date

MUROC JOINT UNIFIED SCHOOL DISTRICT SPECIAL 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

BOARD MEETING MINUTES

July 29, 2020

PRESENT

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

ABSENT

None

CALL TO ORDER

President Burkhead called the meeting to order at 5:00 p.m.

APPROVAL OF AGENDA

Amanda Gates moved, Amanda Cadenas seconded, to approve the agenda as presented. **(Motion approved; vote: 5-0)**

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

PUBLIC COMMENTS

There were no public comments at this time

PRESENTATIONS/INFORMATION ITEMS/REPORTS

Information

- ♦ Budget Update: Trevor Walker

CONSENT AGENDA

Matt Carter moved, Amanda Gates seconded, to approve/adopt/ratify the following items on the Consent Agenda. **(Motion approved; vote: 5-0)**

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

A. University of Redlands

1. Internship Program Memorandum of Understanding

B. Personnel Actions

1. Resolution 7-20-02; Griselda Escobar, Provisional Internship Permit for Elementary
2. Resolution 7-20-03; Danielle Lederman, Provisional Internship Permit for Elementary
3. Resolution 7-20-04; Donald Hewes, Provisional Internship Permit for Mathematics
4. Resolution 7-20-05; Tonya Chenworth, Provisional Internship Permit for Music/Choir/Band
5. Resolution 7-20-06; Paula Scott, Variable Term Waiver for Speech & Lang. Pathology

ACTION AGENDA

- A. Ratification of Reopening School Plan for 2020-21:** Matt Carter moved, Deandra Gelardo seconded, to ratify the reopening school plan for 2020-21 school year. **(Motion approved; vote: 4-1)**

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

Mr. Burkhead Jr. voted nay because he believed this not to be in the best interest of our students, however the state is forcing this on us.

- B. Adoption of Resolution 7-20-01, Authorizing Purchases Through Department of General Services, Cooperative Purchasing, and/or Piggyback Contracts:** Matt Carter moved, Amanda Gates seconded, to adopt Resolution 7-20-01, Authorizing Purchases Through Department of General Services, Cooperative Purchasing, and/or Piggyback Contracts. **(Motion approved; vote: 5-0)**

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

- C. Approve the Use of All California State Board of Education Adopted Curriculum:** Amanda Gates moved, Amanda Cadenas seconded, to approve the Use of All California State Board of Education. **(Motion approved; vote: 5-0)**

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

ADJOURNMENT

There being no further business, Matt Carter moved, Amanda Gates seconded, to adjourn the meeting at 6:36 p.m. **(Motion approved; vote: 5-0)**

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

Matt Carter, Clerk

August 12, 2020
Board Adoption Date

MJUSD
DIVISION 4000
ALL PERSONNEL

Sexual Harassment

BP 4119.11(a)
BP 4219.11(a)
BP 4319.11(a)

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

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

(cf. 4030 - Nondiscrimination in Employment)

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Ensuring prompt, thorough, fair, and equitable investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Sexual Harassment

BP 4119.11(b)
BP 4219.11(b)
BP 4319.11(b)

Once notified, the Title IX Coordinator shall ensure the complaint is addressed through either AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures for complaints meeting the Title IX definition of sexual harassment or AR 4030 - Nondiscrimination in Employment for complaints meeting the state definition, as applicable, and shall offer supportive measures to the complainant. (cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaints)

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.
(cf. 4117.7/4317.7 - Employment Status Reports)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950 Sexual harassment; distribution of information

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

11009 Employment discrimination

11021 Retaliation

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

11034 Terms, conditions, and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 42

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities

106.51-106.82 Nondiscrimination on the basis of sex in employment in education programs or activities

COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Sexual Harassment

BP 4119.11(c)
BP 4219.11(c)
BP 4319.11(c)

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Promising Practices for Preventing Harassment, November 2017

WEB SITES

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

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

First Reading: 8/12/2020

Governing Board Adoption: 8/12/2020

MJUSD
DIVISION 4000
ALL PERSONNEL
ADMINISTRATIVE REGULATION

Sexual Harassment

AR 4119.11(a)
AR 4219.11(a)
AR 4319.11(a)

Districts are also cautioned that the federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions arise.

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Title IX Coordinator

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as well as to investigate and resolve sexual harassment complaints under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

(title or position)

(address)

(telephone number)

(email)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8) (cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Prohibited Conduct

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

Sexual Harassment

AR 4119.11(b)
AR 4219.11(b)
AR 4319.11(b)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

Examples of actions that might constitute sexual harassment in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Training

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)
(cf. 4300 - Administrative and Supervisory Personnel)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

Sexual Harassment

AR 4119.11(c)
AR 4219.11(c)
AR 4319.11(c)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

Sexual Harassment

AR 4119.11(d)

AR 4219.11(d)

AR 4319.11(d)

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired
3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

(3/16 3/18) 7/20

Title IX Sexual Harassment Complaint Procedures

AR 4119.12(a)
AR 4219.12(a)

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

All other sexual harassment complaints shall be investigated and responded to pursuant to AR 4030 - Nondiscrimination in Employment.
(cf. 4030 - Nondiscrimination in Employment)

A report of sexual harassment shall be submitted directly to or forwarded to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the process for filing a formal complaint.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations. In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Title IX Sexual Harassment Complaint Procedures

AR 4119.12(b)
AR 4219.12(b)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, even if a formal complaint is not filed, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party. Such measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44)

Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal. (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

Title IX Sexual Harassment Complaint Procedures

AR 4119.12(c)

AR 4219.12(c)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process

Formal Complaint Process

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons.

During the investigation process, the district shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence

Title IX Sexual Harassment Complaint Procedures

AR 4119.12(d)

AR 4219.12(d)

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

Title IX Sexual Harassment Complaint Procedures

AR 4119.12(e)

AR 4219.12(e)

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 45 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the district shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

Title IX Sexual Harassment Complaint Procedures

AR 4119.12(f)
AR 4219.12(f)

4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Equal Employment Opportunity Commission.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44. (34 CFR 106.45)

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

(cf. 3580 - District Records)

Title IX Sexual Harassment Complaint Procedures

AR 4119.12(g)
AR 4219.12(g)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48985 Notices, report, statements and records in primary language

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34

12291 Definition of dating violence, domestic violence, and stalking

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.82 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

WEB SITES

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

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

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

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Title IX Sexual Harassment Complaint Procedures

AR 5145.71 (a)

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints shall be investigated and responded to pursuant to AR 1312.3 - Uniform Complaint Procedures.
(cf. 1312.3 - Uniform Complaint Procedures)

A report of sexual harassment shall be submitted directly to or forwarded to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment.
(cf. 5145.7 - Sexual Harassment)

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the process for filing a formal complaint.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations. In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, even if a formal complaint is not filed, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party. Such measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44)

Emergency Removal from School

On an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal. (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

Title IX Sexual Harassment Complaint Procedures

AR 5145.71 (c)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Formal Complaint Process

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.
If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.
3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons.

During the investigation process, the district shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence

Title IX Sexual Harassment Complaint Procedures

AR 5145.71 (d)

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

Title IX Sexual Harassment Complaint Procedures

AR 5145.71 (e)

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 45 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the district shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

Title IX Sexual Harassment Complaint Procedures

AR 5145.71 (f)

4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to a student success team
(cf. 6164.5 - Student Success Teams)
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law
(cf. 6145 - Extracurricular and Cocurricular Activities)

Title IX Sexual Harassment Complaint Procedures

AR 5145.71 (g)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44. (34 CFR 106.45)

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)
(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48985 Notices, report, statements and records in primary language

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34

12291 Definition of dating violence, domestic violence, and stalking

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
106.1-106.82 Nondiscrimination on the basis of sex in education programs
COURT DECISIONS
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Q&A on Campus Sexual Misconduct, September 2017

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

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

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

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

(7/20)

Date last used from: 00/00/0000 To 99/99/9999
 Transaction Number from: 0 To 999999
 Date entered from: 06/01/2020 To 06/30/2020

NUMBER	DATE	ENTERED LN. DI DETAIL DESCR	DESCRIPTION	APPROVED AND UNAPPROVED TRANSACTIONS		AMOUNT	A/R
				FD-RESC-Y-OBJT-SO-GOAL-FUNC-STE-T2-TY3-TYP4			
200141	06/04/2020	06/04/2020	General Fund Deposit 5/13/2020	ENTERED BY: RLHB	APPROVED: 06/08/2020	MRN	
1.	92	AFJROTC Warner	01-0000-0-8290.00-0000-0000-00-000-0000				4,291.99 N
			TOTAL AMOUNT				4,291.99 *
200142	06/04/2020	06/04/2020	General Fund Deposit 5/27/2020	ENTERED BY: RLHB	APPROVED: 06/08/2020	MRN	
1.	92	Charter Comm. June 2020	01-0000-0-8699.00-0000-0000-00-000-0000				200.00 N
			TOTAL AMOUNT				200.00 *
200143	06/24/2020	06/24/2020	General Fund Deposit 6/9/2020	ENTERED BY: RLHB	APPROVED: 06/29/2020	MRN	
1.	92	KCSOS Teacher Rent & Util.	01-0000-0-8699.00-0000-0000-00-000-0000				1,893.32 N
2.	92	DHS Student Testing	01-0000-0-4300.00-1110-1000-072-72-000-0000				134.00 N
3.	92	Box Top Education	01-9010-0-4300.00-1110-1000-012-12-030-0000				253.80 N
4.	92	Ret. Ins. Wiggs	01-0000-0-3701.00-1110-1000-000-000-0000				509.00 N
5.	92	MEA Sub Release Time	01-0000-0-1100.00-1110-1000-000-000-0000				3,034.71 N
6.	92	MEA Sub Dues Ded. Recon.	01-0000-0-1100.00-1110-1000-000-000-0000				1,401.00 N
7.	92	US Bank Rebate	01-0000-0-8699.00-0000-0000-000-000-0000				617.50 N
8.	92	KCSOS Teacher Rent & Util.	01-0000-0-8699.00-0000-0000-000-000-0000				1,413.88 N
			TOTAL AMOUNT				9,257.21 *
200144	06/24/2020	06/24/2020	Fund 35 Deposit 6/17/2020	ENTERED BY: RLHB	APPROVED: 06/29/2020	MRN	
1.	92	Treas 310 ACH	35-0000-0-8290.00-0000-0000-000-000-0000				19,932,187.00 N
			TOTAL AMOUNT				19,932,187.00 *
200145	06/30/2020	06/30/2020	General Fund Deposit 6/17/2020	ENTERED BY: RLHB	APPROVED: 07/01/2020	MRN	
1.	92	DHS Lost Library Books	01-0000-0-8699.00-0000-0000-000-000-0000				237.00 N
2.	92	BJSHS Senior Shirts Reimb.	01-1100-0-4300.00-1110-1000-071-71-000-0000				4,304.52 N
3.	92	BJSHS Senior Gifts Reimb.	01-1100-0-4300.00-1110-1000-071-71-000-0000				623.11 N
4.	92	DHS Lost Books	01-0000-0-8699.00-0000-0000-000-000-0000				310.00 N
			TOTAL AMOUNT				5,474.63 *
200146	06/30/2020	06/30/2020	General Fund Deposit 6/17/2020	ENTERED BY: RLHB	APPROVED: 07/01/2020	MRN	
1.	92	Classified Ret. Ins. June 2020	01-0000-0-3702.00-1110-1000-000-000-0000				9,075.70 N
2.	92	Certificated Ret Ins June 2020	01-0000-0-3701.00-1110-1000-000-000-0000				15,558.90 N
			TOTAL AMOUNT				24,634.60 *
200147	06/30/2020	06/30/2020	Charter Com. Deposit 6/29/2020	ENTERED BY: RLHB	APPROVED: 07/01/2020	MRN	
1.	92	Charter Comm. July 2020	01-0000-0-8699.00-0000-0000-000-000-0000				200.00 N
			TOTAL AMOUNT				200.00 *
			DISTRICT TOTAL				19,976,245.43 **
			GRAND TOTAL				19,976,245.43 ***

VENDOR NAME	DESCRIPTION	FUND : 01	GENERAL FUND EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
A.V. Auto Parts				68.64	06/12/2020
A.V. Auto Parts				195.20	06/12/2020
A.V. Auto Parts				26.25	06/12/2020
A.V. Auto Parts				459.00	06/12/2020
ALS SERVICES USA CORP				315.50	06/12/2020
ANTELOPE VALLEY FORD				255.31	06/12/2020
ANTELOPE VALLEY FORD				124.48	06/12/2020
AT&T				652.14	06/01/2020
AT&T				654.76	06/01/2020
AT&T / CALNET 2 & 3				1.39	06/15/2020
AT&T / CALNET 2 & 3				38.49	06/15/2020
AT&T / CALNET 2 & 3				153.94	06/15/2020
AT&T / CALNET 2 & 3				20.89	06/15/2020
AT&T / CALNET 2 & 3				422.62	06/15/2020
AT&T / CALNET 2 & 3				340.25	06/15/2020
AT&T / CALNET 2 & 3				57.71	06/15/2020
AT&T / CALNET 2 & 3				20.89	06/15/2020
Arias, Jonathan				17.00	06/12/2020
BORON COMM SERV DIST				4,327.54	06/03/2020
BORON COMM SERV DIST				10,648.00	06/03/2020
Baladez, Rachel				17.00	06/12/2020
Baldwin, Ashley				17.00	06/12/2020
Bennett, Scott				17.00	06/12/2020
Bennett, Tammie				17.00	06/12/2020
Bizzaco, Hope				122.14	06/01/2020
Blakley, Deena				17.00	06/12/2020
Branch PTO				253.80	06/15/2020
CALIF BROADBAND COOPERATIVE				1,978.18	06/12/2020
COLLEGE BOARD, THE				600.00	06/01/2020
CONTERRA WIRELESS				1,712.98	06/12/2020
CRITICAL CAR CARE INC				875.78	06/01/2020
CRITICAL CAR CARE INC				1,693.20	06/01/2020
CROW, KENNY				32.04	06/16/2020
CalPERS				1,000.00	06/15/2020
Callen, Felicia				17.00	06/12/2020
Chahine, Akram				17.00	06/12/2020
Chavarria, Alma				17.00	06/12/2020
Clark, Joy				17.00	06/12/2020
DESERT HIGH SCHOOL ASB				425.00	06/12/2020
DESERT LAKE COMM SERV				920.30	06/03/2020
DESERT LAKE COMM SERV				1,076.00	06/03/2020
DESERT LAKE COMM SERV				53.00	06/03/2020
DESERT LAKE COMM SERV				53.00	06/03/2020
SSN 3801CO (Edwards AFB)				5,103.06	06/16/2020
SSN 3801CO (Edwards AFB)				15,044.87	06/16/2020
SSN 3801CO (Edwards AFB)				22,191.96	06/16/2020
SSN 3801CO (Edwards AFB)				48,128.13	06/16/2020
Davila, William				17.00	06/12/2020

VENDOR NAME	FUND : 01	GENERAL FUND	DESCRIPTION	EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
EDGEMONT ACRES WATER CO	1746050	May 2020			300.00	06/03/2020
INFINITY CENTRALVAL 1 LLC	6319				2,708.83	06/12/2020
INFINITY CENTRALVAL 1 LLC	6317				7,267.76	06/12/2020
INFINITY CENTRALVAL 1 LLC	6318				1,795.86	06/12/2020
Edmondson, Elisha	PSAT Refund				17.00	06/12/2020
Excel Education & Therapy	096				7,900.00	06/12/2020
Excel Education & Therapy	097				6,800.00	06/12/2020
FAGEN FREIDMAN & FULFROST LLP	184238				1,751.54	06/01/2020
FRONTIER COMMUNICATIONS	7607621124112917				76.96	06/12/2020
FRONTIER COMMUNICATIONS	7607621128113017				76.59	06/12/2020
FUEL SERV	20-281S				465.57	06/03/2020
FUEL SERV	20-281S				1,625.50	06/03/2020
Fellows, David	PSAT Refund				17.00	06/12/2020
Gilda Cabiles Holley	PSAT Refund				17.00	06/12/2020
Greevebiester, Victoria	PSAT Refund				17.00	06/12/2020
HEINIG, SANDRA	Reimbursement				626.28	06/16/2020
HERMITAGE ART COMPANY	3-15374			Graduation	74.97	06/01/2020
J4 PROPERTIES GROUP LLC	Lease - July 202				725.00	06/16/2020
JEANETTE L. GARCIA & ASSOC	1923				2,500.00	06/01/2020
JOB, JEREMEH	Joshua				240.00	06/03/2020
JOB, JEREMEH	Mileage				161.00	06/03/2020
JOHNSTONE SUPPLY	4072239				66.98	06/01/2020
JOSTENS	24551904				458.08	06/01/2020
KARL'S HARDWARE - Rosamond	G20202				110.00	06/01/2020
KERN AUTO PARTS	925687				164.44	06/12/2020
KERN AUTO PARTS	923166				111.63	06/01/2020
KERN COUNTY SUPT SCHOOLS	CASC Kostopolous				3,600.00	06/12/2020
KERN COUNTY SUPT SCHOOLS	3696				52.15	06/01/2020
KERN MACHINERY INC	104-752787				300.19	06/01/2020
KERN MACHINERY INC	104-755184				173.27	06/01/2020
KERN MACHINERY INC	104-755699				123.32	06/01/2020
KRAY INDUSTRIES INC.	15441				245.28	06/12/2020
KRAY INDUSTRIES INC.	15463				683.28	06/16/2020
Karl's Hardware	C79962				75.06	06/12/2020
Karl's Hardware	C80294				30.92	06/12/2020
Karl's Hardware	Charge				18.52	06/12/2020
Karl's Hardware	C80501				68.72	06/12/2020
Karl's Hardware	B7219				1,796.74	06/12/2020
Karl's Hardware	C79097				13.17	06/12/2020
Karl's Hardware	C78454				146.44	06/12/2020
Karl's Hardware	C77642				13.28	06/01/2020
Karl's Hardware	C75477				64.14	06/01/2020
Karl's Hardware	C77780				268.13	06/01/2020
Karl's Hardware	C77756				13.40	06/01/2020
Karl's Hardware	C78175				1,933.89	06/01/2020
Karl's Hardware	C76435				925.89	06/01/2020
Karl's Hardware	C80066				89.96	06/16/2020
Lampa, Dinah	PSAT Refund				17.00	06/12/2020

VENDOR NAME	FUND : 01	GENERAL FUND	DESCRIPTION	EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
Leah-Nicole Praster			PSAT Refund		17.00	06/12/2020
Lewis, Heather			PSAT Refund		17.00	06/12/2020
MOJAVE DESERT NEWS CORP			53574		27.38	06/12/2020
MOJAVE UNIFIED SCHOOL DISTRICT			1889		57,172.48	06/12/2020
MOJAVE'S #1 SERVICE CENTER INC			1329194		1,794.22	06/01/2020
MOJAVE'S #1 SERVICE CENTER INC			1329194		1,916.74	06/01/2020
Mason, Cynthia			PSAT Refund		17.00	06/12/2020
Matos, Telissa			PSAT Refund		17.00	06/12/2020
Maxim Healthcare Staffing			V11505839		3,654.35	06/01/2020
McGuire, Althea G.			Contract		1,566.25	06/01/2020
Nelson, Dina			PSAT Refund		17.00	06/12/2020
Ning Gan			Invoice 9005540		5,845.00	06/12/2020
Ning Gan			Invoice 9005539		4,690.00	06/12/2020
Ortiz, Lacie			PSAT Refund		17.00	06/12/2020
PG&E			2478366871-8		153.44	06/12/2020
PG&E			3728364705-7		238.59	06/01/2020
PG&E			5218182618-2		259.76	06/01/2020
PG&E			3686698041-4		2,415.24	06/03/2020
PG&E			9335845615-5		8,079.02	06/03/2020
PG&E			3645031377-4		1,125.00	06/03/2020
Public Works			140346464		47.97	06/12/2020
Pugliese, Alessandra			Bank Deposits		76.69	06/01/2020
QUILL CORPORATION			6279523		117.96	06/12/2020
Quadient Finance USA Inc.			7900044080460102		1,068.89	06/12/2020
Quadient Leasing USA Inc.			N8342291		505.08	06/16/2020
RELIABLE A/C AND HEATING			19630		550.00	06/12/2020
RELIABLE A/C AND HEATING			19640		60.00	06/12/2020
RELIABLE A/C AND HEATING			19640		125.00	06/12/2020
RELIABLE A/C AND HEATING			19648		55.00	06/12/2020
RELIABLE A/C AND HEATING			19630		270.00	06/12/2020
RYDMAN, SKYE			5/22/2020 - 6/3/		275.00	06/15/2020
Raymundo, Ferdinand			PSAT Refund		17.00	06/12/2020
Reeves, Barry			PSAT Refund		17.00	06/12/2020
Robertson, Scott			PSAT Refund		17.00	06/12/2020
Rogers, Leah			PSAT Refund		17.00	06/12/2020
Ruiz, Kellie			PSAT Refund		17.00	06/12/2020
S.C.E.			3-045-5840-62		11.83	06/15/2020
S.C.E.			3-001-2454-19		427.89	06/01/2020
S.C.E.			3-001-2454-20		276.41	06/01/2020
SMITH PIPE & SUPPLY			3589586		301.13	06/12/2020
Sim Sanitation Inc.			43174		178.00	06/12/2020
Sim Sanitation Inc.			42973		178.00	06/12/2020
Soules, Larisa			Teacher Travel		219.94	06/12/2020
T&M Manufacturing Inc.			Re-Issue 4466515		127,079.72	06/03/2020
TAN, BRENT			Supplies		33.68	06/01/2020
THUGS TO BUGS			Invoice #2571		145.00	06/01/2020
TPX COMMUNICATIONS			1308531594-0		1,904.71	06/16/2020
TYACK TIRES INC			199971		315.14	06/16/2020
			Open PO			

VENDOR NAME		FUND : 01	GENERAL FUND	DESCRIPTION	EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE

TYACK TIRES INC		199971		69608 Testing		330.83	06/16/2020
Time & Alarm Systems				PSAT Refund		15,540.00	06/03/2020
Townsend, Katherine				PSAT Refund		17.00	06/12/2020
Tran, Duc				PSAT Refund		17.00	06/12/2020
U.P.S.		979220240				155.00	06/15/2020
U.S.BANK CORP PAYMENT SYS		2585				23.31	06/12/2020
U.S.BANK CORP PAYMENT SYS		6126				43.15	06/12/2020
U.S.BANK CORP PAYMENT SYS		1041				340.00	06/12/2020
U.S.BANK CORP PAYMENT SYS		6126				1,347.84	06/12/2020
U.S.BANK CORP PAYMENT SYS		1041				1,714.85	06/12/2020
U.S.BANK CORP PAYMENT SYS		5942				315.60	06/01/2020
U.S.BANK CORP PAYMENT SYS		5942				4,030.76	06/01/2020
U.S.BANK CORP PAYMENT SYS		1041				98.77	06/01/2020
U.S.BANK CORP PAYMENT SYS		5942				129.82	06/01/2020
U.S.BANK CORP PAYMENT SYS		1041				2,623.05	06/01/2020
Uribe, Salvador				PSAT Refund		17.00	06/12/2020
VERIZON WIRELESS		9855243255				2,807.50	06/03/2020
Van Norden, Jeremy				PSAT Refund		17.00	06/12/2020
WAXIE SANITARY SUPPLY		79181998				688.62	06/12/2020
WM Corporate Services Inc.		21-70298-33004				3,250.30	06/03/2020
Warner, Alma				PSAT Refund		34.00	06/12/2020
Wood, Jennifer				PSAT Refund		17.00	06/12/2020
TOTAL FUND 01						423,339.41	

VENDOR NAME		FUND : 11	ADULT EDUCATION		
		DESCRIPTION	EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
Sierra School Equipment Co.		402475		6,484.91	06/12/2020

TOTAL FUND 11 6,484.91

FUND : 13		CAFETERIA	
VENDOR NAME	DESCRIPTION	EXTENDED DESCRIPTION	INVOICE DATE
CALIFORNIA DEPT OF EDUCATION	20-35022, 35484		
PREFERRED MEAL SYSTEMS INC	CDIM/1082723	Food Services	06/12/2020
PREFERRED MEAL SYSTEMS INC	CDIM/1080540	Food Services	06/12/2020
PREFERRED MEAL SYSTEMS INC	CDIM/1080539	Food Services	06/12/2020
PREFERRED MEAL SYSTEMS INC	CDIM/1069625	Food Services	06/01/2020
PREFERRED MEAL SYSTEMS INC	CDIM/1077712	Food Services	06/01/2020
PREFERRED MEAL SYSTEMS INC	CDIM/1067066	Food Services	06/01/2020
PREFERRED MEAL SYSTEMS INC	CDIM/1067065	Food Services	06/01/2020
PREFERRED MEAL SYSTEMS INC	CDIM/1077713	Food Services	06/01/2020
PREFERRED MEAL SYSTEMS INC	CDIM/1076406	Food Services	06/01/2020
PREFERRED MEAL SYSTEMS INC	CDIM/1076405	Food Services	06/01/2020
PREFERRED MEAL SYSTEMS INC	CDIM/1069626	Food Services	06/01/2020
Stogner, Terri	Meal Account Ref		
THUGS TO BUGS	Invoice #2574		
THUGS TO BUGS	Invoice #2573		
THUGS TO BUGS	Invoice #2572		
THUGS TO BUGS	Invoice #2571		
TOTAL FUND 13		19,462.36	

092 MUROC UNIFIED	BOARD BILL APPROVAL LISTING	J97238	APYBPELO L.00.00	07/28/20	PAGE 7
		FROM BATCH: 53	THRU BATCH: 56		

	FUND : 21	BUILDING FUND - BOND PROCEEDS		
	DESCRIPTION	EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE

VENDOR NAME				
JTS MODULAR INC.	App 14 RET		193,250.00	06/01/2020
Rose Brand Wipers Inc.			92.35	06/12/2020
Rose Brand Wipers Inc.	493556		10,959.22	06/01/2020
TOTAL FUND 21			204,301.57	

VENDOR NAME	FUND : 35	SCHOOL FACILITIES FUND	EXTENDED DESCRIPTION	AMOUNT	INVOICE DATE
FARNSWORTH GROUP INC.	DESCRIPTION				
FARNSWORTH GROUP INC.	215913			1,850.00	06/01/2020
SMART SAFETY RESOURCES	215912			2,325.00	06/01/2020
SMART SAFETY RESOURCES	50420A			1,812.50	06/01/2020
TRI VALLEY INSPECTIONS INC	INV#0420DH			1,812.50	06/01/2020
TRI VALLEY INSPECTIONS INC	INV#0420JR			6,864.00	06/01/2020
TRI VALLEY INSPECTIONS INC	INV#0420JR			7,744.00	06/01/2020
TRI VALLEY INSPECTIONS INC	INV#0420DH			7,744.00	06/01/2020
TRI VALLEY INSPECTIONS INC	INV#0420JR			6,864.00	06/01/2020
TRI VALLEY INSPECTIONS INC	INV#0420DH			7,744.00	06/01/2020
Target Construction Serv. Inc. 420-5				6,864.00	06/01/2020
Target Construction Serv. Inc. 420-5				2,318.75	06/01/2020
Target Construction Serv. Inc. 421-5				2,318.75	06/01/2020
Time & Alarm Systems	69433			4,314.81	06/01/2020
Time & Alarm Systems	69433			65,078.44	06/01/2020
U.S.BANK CORP PAYMENT SYS	1041			65,078.44	06/01/2020
				660.80	06/12/2020

TOTAL FUND 35 191,393.99

TOTAL DISTRICT 844,982.24

BRANCH ELEMENTARY SCHOOL
STUDENT BODY BANK STATEMENT RECONCILIATION - EFCU

BANK STATEMENT BALANCE / May-20	28703.50
OUTSTANDING CHECKS	136.67
BALANCE	28566.83
PLUS OUTSTANDING DEPOSITS	
BALANCE	<u><u>28566.83</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 Apr-20				\$28,566.83
PLUS RECEIPTS				
BALANCE				28566.83
LESS DISBURSEMENTS				
BALANCE				28566.83
PLUS/MINUS BANK ERROR				
BALANCE				28566.83
PLUS/MINUS ADJUSTMENT				
CHECKBOOK BALANCE AS OF May-20				<u><u>28566.83</u></u>

**BORON JR./SR. HIGH SCHOOL
STUDENT BODY ACCOUNTS
FINANCIAL STATEMENT 5/31/2020**

Balance as per Alta One Statement 5/31/2020

AltaOne Com. Fed. Credit Union-Savings	\$111.89	
AltaOne Com. Fed. Credit Union-Checking	\$85,205.23	
		\$85,317.12

Less Outstanding Checks:		\$1,654.18
Plus Outstanding Deposits:		

	Balance	\$83,662.94
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Oustaing Checks:

Check #	Amount
6263	\$200.00
6267	\$54.18
6268	\$1,400.00

Total \$1,654.18

Balance as per Ledgers 4/30/2020	Balance	\$83,655.70
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Deposits:		\$7.24
Less Disbursements:		\$0.00

FINAL BALANCE as of 5/31/2020

		\$83,662.94
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ASB FINANCIAL REPORT - May 2020

		Beginning	Transfer				
Group		Balance	Income	Expenses	Transfer In	Out	Ending Balance
100	Athletics	12,190.16					12,190.16
101	ASB General	11,497.61	7.24				11,504.85
103	11th Grade	1,529.08					1,529.08
104	10th Grade	6,084.63					6,084.63
105	9th Grade	5,020.86					5,020.86
106	8th Grade	5,020.35					5,020.35
107	7th Grade	2,197.00					2,197.00
108	12th Grade	5,338.46					5,338.46
109	Soccer Club	2,194.29					2,194.29
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	1,190.75					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	524.80					524.80
207	Cross Country	487.57					487.57
208	Track	772.07					772.07
215	Varsity Club	2,091.80					2,091.80
220	Yearbook	4,972.37					4,972.37
221	Girl's Basketball	1,300.82					1,300.82
223	Varsity Boys Basketball	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	2,313.30					2,313.30
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.	204.05					240.08
260	Library	754.28					754.28
262	P.E. Uniforms	428.37					428.37
	TOTAL	83,655.70	7.24	0.00	0.00	0.00	\$83,662.94

DESERT HIGH SCHOOL
STUDENT BODY BANK STATEMENT RECONCILIATION - EFCU

BANK STATEMENT BALANCE AS OF May-20	108180.80
OUTSTANDING CHECKS	3026.29
BALANCE	105154.51

PLUS OUTSTANDING DEPOSITS

BALANCE	<u>105154.51</u>
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12525	10.00	12088	81.62		
12526	10.00	12141	325.00	12495	10.00
12527	10.00	12250	51.00	12496	10.00
12528	10.00	12278	30.66	12497	10.00
12529	10.00	12292	15.75	12498	300.00
		12485	10.00	12514	10.00
12531	10.00	12541	1436.90	12482	39.38
				12466	32.18
12533	10.00	12415	9.61		
		12416	95.12	12516	10.00
12535	10.00	12469	43.78		
12536	10.00	12487	10.00		
		12523	10.00		
		12488	10.00	12519	10.00
		12489	300.00	12447	35.29
		12490	10.00		
		12524	10.00	12521	10.00
			2449.44	12508	10.00
			<u>3026.29</u>		

90.00

CHECKBOOK BALANCE AS OF Apr-20	<u>486.85</u>
PLUS RECEIPTS	106772.58
	2,343.49
BALANCE	109,116.07
LESS DISBURSEMENTS	2516.90
BALANCE	106599.17
PLUS/MINUS BANK ERROR	
BALANCE	106599.17

PLUS/MINUS ADJUSTMENT

CHECKBOOK BALANCE AS OF May-20	<u>106599.17</u>
---------------------------------------	------------------

DESERT HIGH SCHOOL							
STUDENT BODY FINANCIAL REPORT FOR MAY 2020							
DESERT HIGH SCHOOL	BEGINNING	INCOME	EXPENSES	TRANSFER	TRANSFER	ENDING	
HIGH SCHOOL	BALANCE			IN	OUT	BALANCE	
100 STUDENT BODY FUNDS	36621.26	1705.13	1436.90			36889.49	
ANNUAL YEARBOOK	50.00					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	180.30					180.30	
13 C.S.F.	2607.24					2607.24	
14 CHEERLEADERS	103.17					103.17	
15 CROSS COUNTRY	1974.26					1974.26	
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	2681.95					2681.95	
20 SCORP PALS	0.00					0.00	
21 FOOTBALL	140.00					140.00	
22 CLASS OF 2021	4033.21	80.00	320.00			3793.21	
23 DHS Enterprises	-14.66					-14.66	
24 HONORARY HISPANIC SOC.	0.00					0.00	
25 CLASS OF 2020	8178.61	494.36	760.00			7912.97	
26 N.H.S.	379.80	25.00				404.80	
27 CLASS OF '17 - Graduated	0.00					0.00	
28 JROTC	3499.26					3499.26	
29 PHOTOGRAPHY CLUB	0.00					0.00	
30 SPIRIT WEAR - 1410	4678.91					4678.91	
31 SNACK BAR - 1411	13681.53					13681.53	
32 SOFTBALL, VAR	13.26					13.26	
33 BOYS/ GIRLS SOCCER	1308.30					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	7181.61					7181.61	
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	3563.62	39.00				3602.62	
71 CLASS OF 2023	1162.37					1162.37	
TOTALS	100534.93	2343.49	2516.90	0.00	0.00	100361.52	
DESERT JUNIOR HIGH SCHOOL							
ASB FINANCIAL REPORT FOR MAY 2020							
	BEGINNING	INCOME	EXPENSES	TRANSFER	TRANSFER	ENDING	
JUNIOR HIGH	BALANCE			IN	OUT	BALANCE	
50 ASB	1673.98					1673.98	
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	393.86					393.86	
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	6237.65	0.00	0.00	0.00	0.00	6237.65	
PLUS HIGH SCHOOL TOTALS	100534.93	2343.49	2516.90	0.00	0.00	100361.52	
	106772.58	2343.49	2516.90	0.00	0.00	106599.17	

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

Consent Agenda Item

TO: Board of Trustees

FROM: Kevin D. Cordes, Superintendent

MEETING DATE: August 12, 2020

AGENDA ITEM: **Authorization for Superintendent to File Impact Aid Applications**

BACKGROUND: Each year the Governing Board authorizes the Superintendent, or his designee, to file applications with the Federal Impact Aid Program during the current federal fiscal year. This authorization empowers the Superintendent to act as the authorized representative of the Board of Trustees and of the School District.

The federal government requires that the empowered representative be authorized specifically by name and fiscal year by action of the Board.

RECOMMENDATION: It is recommended that the Board authorize Kevin D. Cordes, Superintendent, or his designee, to file applications for assistance under Sections 7002, 7003 and 7003(f) of the Federal Impact Aid Program during the 2020-2021 fiscal year.

MUROC JOINT UNIFIED SCHOOL DISTRICT
17100 Foothill Avenue
North Edwards, CA 93523-3533

INTERDISTRICT ATTENDANCE AGREEMENT

The Governing Boards of the following districts:

Antelope Valley Union High School District, Barstow Unified School District, Eastside Union School District, Lancaster School District, Mojave Unified School District, Muroc Joint Unified School District, Palmdale School District, Southern Kern Unified School District, Tehachapi Unified School District, Westside Union School District, Wilsona School District, et al

agree as follows:

1. Applicability of this agreement is limited to grade levels mutually maintained by the contracting parties: Except as provided in Paragraph 2 hereof, each of these districts shall accept, insofar as facilities permit, pupils who are residents of the other of these districts who have proper permits for attendance from the Superintendent or authorized representative of the school district of residence and district of proposed attendance.
2. For any program, each district shall establish the availability of space based on current enrollment and anticipated growth. Program includes any special program, alternative program and any regular education grade level. Each district shall establish a specific maximum of student transfers that may be accepted for each program. Each district may deny approval of a request for an interdistrict attendance permit for a student if there is no available space in the existing program or programs operated by the district that the student requires. A district shall not be required to establish new programs solely for the purpose of accepting requests for interdistrict attendance permits. This agreement applies only to those grade levels mutually operated by both districts.
3. The respective districts shall furnish pupils covered by this agreement the same advantages, equipment, supplies and services as are furnished to other pupils in attendance in their schools, exclusive of transportation between home and school, which may be furnished at the option of the district of attendance.
4. Notwithstanding Paragraph 1 above, the respective districts shall establish appropriate controls for issuance of permits and acceptance of pupils so that an appropriate balance is maintained in districts with regard to the number of interdistrict attending students. The district of residence shall provide the district of attendance a copy of all permits issued, and the district of attendance shall notify the district of residence upon its acceptance of pupils with valid permits.
5. Apportionments and average daily attendance shall be based upon, computed and distributed to the district of attendance in accordance with the provisions of the Education Code and of the Administrative Code of the State of California.
6. No financial obligation shall be incurred by the district of residence for services rendered under this agreement.
7. This agreement shall be in effect for one school year, commencing July 1, 2020, and ending June 30, 2021, and shall be renewable by mutual consent.

SIGNED by the authorized representatives of the respective governing boards.

Kevin D. Cordes

District Superintendent

Muroc Joint Unified School District

Date: _____

Name: _____

Title: _____

District: _____

Date: _____



SOUTHERN KERN UNIFIED SCHOOL DISTRICT

2601 W Rosamond Blvd.
P. O. Drawer CC
Rosamond, CA 93560
(661)256-5000 Fax (661)256-1247

Governing Board
Yolanda Sanchez, President
Larry Tanksley, Vice President
Dr. Carol Robinson, Clerk
Jim Bender
Mario Gutierrez
Superintendent
Barbara Gaines
Associate Superintendent
Leanne Hargus
Chief Business Officer
Jonathan Barth

INTER-DISTRICT ATTENDANCE AGREEMENT

THE GOVERNING BOARD OF THE SOUTHERN KERN UNIFIED SCHOOL DISTRICT OF KERN COUNTY AND THE GOVERNING BOARD OF THE MUROC JOINT UNIFIED SCHOOL DISTRICT OF KERN COUNTY AGREE AS FOLLOWS:

Applicability of this agreement is limited to grade levels mutually maintained by the contracting parties;

1. Except as provided in Paragraph 2 thereof, each of these districts shall accept, insofar as facilities permit, pupils who are residents of the other of these districts who have proper permits for attendance from the Superintendent or authorized representative of the school district of residence and district of proposed attendance.
2. For any program, each district shall establish the availability of space based on current enrollment and anticipated growth. Program includes any special program, alternative program and any regular education grade level. Each district shall establish a specific maximum number of student transfers that may be accepted for each program. Each district may deny approval of a request for an Inter-district attendance permit for a student if there is no available space in the existing program or programs operated by the district that the student requires. A district shall not be required to establish new programs solely for the purpose of accepting requests for Inter-district attendance permits. This agreement applies only to those grade levels mutually operated by both districts.
3. The respective districts shall furnish pupils covered by this agreement the same advantages, equipment, supplies, and services as are furnished to other pupils in attendance in their schools, exclusive of transportation between home and school, which may be furnished at the option of the district of attendance.
4. Not with standing Paragraph 1 above, the respective districts shall establish appropriate controls for issuance of permits and acceptance of pupils so that an appropriate balance is maintained in districts with regard to the number of Inter-district attending students. The district of residence shall provide the district of attendance a copy of all permits issued, and the district of attendance shall notify the district of residence upon its acceptance of pupils with valid permits.
5. Apportionments and average daily attendance shall be based upon, computed and distributed to the district of attendance in accordance with the provisions of the Education Code and of the Administrative Code of the State of California.
6. No financial obligation shall be incurred by the district of residence for services rendered under this agreement unless pre-approved pupil excess cost rates have been agreed to by the district of residence and district of attendance.
7. This agreement shall be in effect for one school year, commencing July 1, 2020, and ending June 30, 2021, and shall be renewable by mutual consent for a period not to exceed five (5) years, provided however, that agreement on such renewal shall be accomplished no later than June 1, preceding the expiration date.

SIGNED by the authorized representatives of the respective governing boards.


Superintendent
Barbara Gaines
Southern Kern Unified School District

By: _____

Title: _____

Date of Board Authorization: June 17, 2020

Date of Board Authorization: _____

**Memorandum of Understanding
By and Between the
Muroc Joint Unified School District and
Muroc Educators Association**

This Memorandum of Understanding ("MOU") is entered into between the Muroc Joint Unified School District ("District") and Muroc Educators Association ("MEA") for the purpose of recognizing the implementation of a placement fee agreement necessary to recruit and maintain such a position beginning in the 2020-21 school year.

WHEREAS, due to a high demand for a District Nurse, the fact that the District is in a remote geographical location and the necessity for continuity of services for District students being of critical importance, and

WHEREAS, the Parties have a mutual interest in recruiting and maintaining qualified District Nurse.

The Parties agree as follows:

1. The District may offer to pay a placement fee to a current Non-Public Agency to fill the position of a District Nurse, hiring the employee from the Non-Public Agency, resulting in the District being responsible in a "placement fee."
2. If the District must pay a placement fee, the effected District Nurse shall be required to reimburse the District for the full amount of the placement fee, up to a maximum amount of \$15,479, in the event the District Nurse fails to provide nursing services to the District for three (3) consecutive years, beginning July 1, 2020, and continuing through June 30, 2023.
3. The District will provide the District Nurse a \$2,000 bonus per year, not to exceed \$6,000 total, for each of the first three (3) years of District employment. The District Nurse will receive the yearly bonus on or before end of the school year. In the event the District Nurse fails to provide services for the entire three (3) years, beginning July 1, 2020, and continuing through June 30, 2023, the District Nurse shall be required to reimburse the District the full amount of all yearly bonuses previously provided to District Nurse.
4. These changes will go into effect beginning with the 2020-21 school year and will continue year-to-year thereafter unless otherwise modified by the Parties' mutual agreement or in accordance with the Collective Bargaining Agreement.
5. Except as expressly modified herein, the Parties' Collective Bargaining Agreement shall continue in full force and effect.

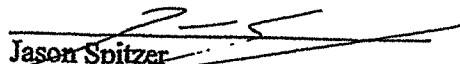
AGREED

FOR THE DISTRICT


Brent Tan
Assistant Superintendent of Student Services

6/5/2020
Date

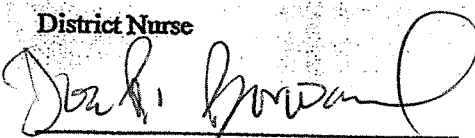
FOR MEA


Jason Spitzer

6/9/2020

Date

District Nurse


Joe Borward

6/10/2020

Date

2-5471181L1



**PROJECT ATTACHMENT #0083-FY2021A
MUROC JOINT UNIFIED SCHOOL DISTRICT**

Master
Agreement No: 0083

SERVICES: CATEGORY ONE E-RATE CONSULTING SERVICES

INFINITY'S RESPONSIBILITIES

Infinity shall perform the following tasks for our Category One E-rate Consulting Services:

E-rate and California Teleconnect Fund (CTF) Consulting Service

1. Client Access – Infinity will be available to the Client by phone, email, or in person to address Client related E-rate Funding issues. Client will provide Infinity with a minimum of 72 hours' notice of a request for onsite service.
2. Program Updates – Infinity will update the Client on changes in the E-rate and CTF process and help staff to take advantage of newly eligible products and services.
3. Program Compliance – Infinity will assist the Client to verify that USAC rules are being followed and, if necessary, provide guidance on new processes or procedures to ensure program compliance, in regards to Bid Evaluations, Procurement, Technology Plans, CIPA compliance, Technology Budget, and Document Retention.

E-rate Application Management

1. Needs Assessment and Strategic Planning – Infinity will assist the Client to determine a Filing Strategy that best meets the Client's needs to maximize the Client's E-rate funding opportunities.
2. Determination of Funding Request Amount – Infinity will prepare the required "Item 21 Attachment Sheet", by; review one (1) month of the Client's bills from eligible Service Providers to determine an estimated annual funding request, review of Client's current annual contract(s) for eligible services, and/or review of new contract(s) for eligible services.
3. File Forms – Infinity will prepare and file the following forms required by USAC's School and Library Division to receive E-rate Category One Telecommunications and Internet Access funding: Form 470, Form 471, and Form 486.
4. Administration of PIA Process – Infinity will assist the Client in responses to and delivery of the required documentation for USAC's "Program Integrity Assurance" (PIA) information requests.
5. Service Provider Collections – Infinity will prepare the Service Provider's required forms ("Discount Grids") to have the Client's eligible discounts added to the monthly Service Provider Bills (SPI Method), or prepare and file the Form 472 (BEAR Method) to have a reimbursement check issued for the eligible discount amount.
6. Application Status – Infinity will provide the Client with progress status on applications, reviews, and modifications, for the Client's open funding requests.

Request for Proposal (RFP) Management Services

1. Develop RFP Documents – Infinity will develop a Request for Proposal (RFP) for Category One Services in compliance with the Client's Local/State and the E-rate Program's procurement requirements. If newspaper publication is required, Infinity will assist the Client with compliance at least 20 days prior to receipt of responses to the Form 470.
2. RFP Tracking – Infinity will distribute and track, in electronic form only, the "RFP Documents" to prospective bidders thru Infinity's "Projects" website.
3. Administration of RFP Process – Infinity will prepare and distribute project clarification(s) and/or addenda(s) to address questions from prospective bidders.
4. Bid Opening – Infinity will conduct the opening of bid response(s). All bid openings will be held at Infinity's offices, unless otherwise agreed upon between the Client and Infinity.
5. Bid Evaluation – Infinity will evaluate the bid responses based on the E-rate Program's requirements for the "Evaluation of Bids", and provide the Client with recommendations for the award of contract(s).
6. Contract Administration – Infinity will collect the documents necessary for the award of contract from the successful bidder and coordinate the delivery to the Client for execution.

Audit Assistance

1. Document Retention – Infinity will maintain a copy of the documents required for E-rate Program's "Document Retention Policy", including; "Pre-bidding Process", "Bidding Process", "Award of Contracts", "Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance", for up to 10 years from the last date of service.
2. Document Assistance – Infinity will assist the Client in the preparation and delivery of the Auditor requested documentation.
3. Support Services – Infinity will represent the Client during all E-rate Audits.



CLIENT'S RESPONSIBILITIES

The Client's responsibilities, for the successful completion of our **Category One E-rate Consulting Services**, shall include:

1. Appointing a representative to act on their behalf, with respect to this agreement and the subsequent projects, who has the authority to render decisions and approve Requests from Infinity, in a timely manner as not to cause unreasonable delay in the progress of Infinity's service.
2. Provide Infinity with reasonable access to the site, if applicable, to allow Infinity the ability to perform the work detailed in this agreement.
3. Provide Infinity all information, required for the successful completion of the agreed service, within 10 days, after the receipt of a request from Infinity. This includes at a minimum, but not limited to; Copies of Monthly Service Provider Bills, Copies of Service Provider Contracts, Approved Free & Reduced Lunch numbers, Budget Information, Copy of Approved Technology Plan, Copy of CIPA Compliance, and "Authorized Contact" information.
4. Provide a Letter of Authorization (LOA), authorizing Infinity, to act on the Client's behalf to file E-rate forms and respond to the USAC's request for information.
5. Sign and certify the E-rate forms required for the Client's application for funding, in a timely manner, as not to cause a failure to comply with the E-rate Program's time sensitive deadlines.
6. For New Contracted Services or Month to Month Services, ***only***
 - a. Conduct an "Open and Competitive" bid process, to comply with all applicable Local/State/Federal/E-rate Program procurement requirements, and bidding laws for all "new" requested services and contracts: including, but not limited to, publication of notice of the request for proposal in a newspaper of general circulation twice at least 10 days prior to receipt of the responses.
 - b. Conduct a non-bias bid evaluation, per the E-rate Program's "Evaluations of Bid" requirements, for all bid responses received as the result of posting a Form 470 (RFP).
 - c. Comply with all Local/State/Federal/E-rate Program requirements for the Award of Contract(s), including waiting a minimum of 28 days (after the filing of the Form 470 or RFP, whichever comes later) to execute contracts and/or to submit a Form 471 for the requested service.
 - d. Provide Infinity copies of all documents pertaining to an award of contract for each funding request, to comply with the E-rate Program's "Document Retention Policy", including but not limited to: Bidding Documents, Evaluation of responses, Board Meeting Minutes, Copies of the winning bidder's response, and Bidder's Item 21 Attachment Sheet.
7. Require the Service Provider, for the eligible services the Clients is entitled to receive California Teleconnect Fund (CTF) support, to invoice USAC by the SPI Method (Form 474).
8. Maintain and update an "Equipment Asset Register" (EAR). The EAR shall detail the make, model, serial number, and location of all equipment purchased with the support of the Universal Services Fund (E-rate Program). The Client will provide Infinity a copy of the EAR for compliance with the "Inventory" section of E-rate's "Document Retention Policy".
9. Maintain and update a "Service Provider Reimbursement Reconciliation" (SPRR) spread sheet. The SPRR shall include, by FRN(s), the total amount of funds associated with each reimbursement, and/or the total amount of discounts (in the form of discounted bills, checks, or credits) received from the Service Provider. The Client will provide Infinity a copy of the SPRR for compliance with the "Invoicing" section of E-rate's "Document Retention Policy".
10. Retain documents, for each funding request, related to the "Pre-bidding Process", "Bidding Process", "Award of Contracts", "Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance" for a period of at least 10 years from the last date of service.

*** In the event, something unforeseen happens that is not covered under PROJECT ATTACHMENT #0083-FY2021A with this contract, an additional fee will be negotiated before any additional services are provided.**

**** Should the client cease services with Infinity and request document re-construction for past years filings, there will be a charge for the time to re-create the document library. This charge will be assessed at the time of the request and will need to be paid prior to the release of the re-constructed documents.**

TERM OF CONTRACT:

This Agreement is for a term of **3 years**, with an expiration date of **June 30, 2023**. This agreement may be extended for two (2) additional one (1) year terms with written acknowledgement from both parties.

Infinity's fee will be an annual flat rate fee of **\$8,000.00**, for existing services Category One services.

* Existing services are for services currently being requested through the E-rate program.

** Additional or new services may require an additional fee. This fee must be agreed to prior to billing.

INFINITY

COMMUNICATIONS AND CONSULTING

Standard Hourly Rates Schedule

For additional works that is required outside the scope of the original project, the hourly rates listed will be charged. Standard Hourly Rates are subject to review and adjustment. The hourly rates effective on the date of the Agreement are:

Principal	\$175.00/hour
Sr. Systems Designer	\$155.00/hour
Systems Designer	\$125.00/hour
CAD Operator	\$75.00/hour
Sr. Project Manager	\$155.00/hour
Project Manager	\$95.00/hour
Design Team Coordinator	\$75.00/hour
Erate Compliance Consultant	\$140.00/hour
Erate Specialist, III	\$90.00/hour
Erate Specialist, II	\$75.00/hour
Erate Specialist, I	\$55.00/hour
Support Staff	\$50.00/hour

Reimbursable Expenses Schedule

Reimbursable Expense rates are subject to annual review and adjustment. The rates effective on the date of the Agreement are:

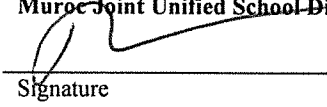
Newspaper Advertisement	at cost + 15%
8"x11" Copies/Impression	\$0.05/sheet
Blue Print Copies	at cost + 15%
Reproducible Copies (Mylar)	at cost + 15%
Reproducible Copies (Paper)	at cost + 15%
Long Distance Phone Calls	at cost + 15%
Legal Counsel	at cost + 15%
Travel Expenses:	
Mileage (auto)	\$0.58/mile
Airfare	at cost + 15%
Meals	at cost + 15%
Lodging	at cost + 15%
Standard Labor Rate	See Hourly Rate Schedule Above

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Infinity Communications & Consulting, Inc.


 Signature _____ 07/06/2020
 Date _____
 Martin Skiby _____
 Name _____ Chief Operating Officer
 Title _____
 P.O. Box 999, Bakersfield, Ca. 93302
 Address/City/State/Zip _____
 82-0573429
 Federal Tax ID# _____

Muroc Joint Unified School District


 Signature _____ 07/08/2020
 Date _____
 Trevor Walker _____
 Name _____ Chief Business Officer
 Title _____
 17100 Foothill Avenue, N. Edwards, CA 93523
 Address/City/State/Zip _____
 95-6004996
 Federal Tax ID# _____

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (the "Agreement") is entered into effective August 1, 2020, by and between J 4 Properties Group, LLC (hereinafter "Owner" or "Landlord") and Muroc Joint Unified School District (hereinafter called "Tenant").

I. IDENTIFICATION OF PREMISES.

Subject to the terms and conditions in this Agreement, Owner rents to Tenant, and Tenant rents from Owner for residential purposes only, the premises located at **24178 Sage Ave. Boron, California 93516.**

II. TERMS OF THE TENANCY.

The rental will begin on August 1, 2020 and continue for 12 months. Further extension of the lease must be entered into upon mutual agreement of both parties by July 31, 2021. Tenant must give owner 30 days' notice prior to tenant vacating the premises. Failure to provide said Notice, Tenant shall be liable for an additional full month's rent after vacating the premises.

III. ACCEPTANCE OF PREMISES.

Tenant accepts the premises in "As Is" condition and acknowledges that Tenant was given the right to inspect same. Owner shall not be called upon or required at any time to make any improvements, alterations, changes, additions, repairs, or replacements of any nature whatsoever in or to the premises or any building of which they are a part.

IV. PAYMENT OF RENT.

Tenant will pay to Owner monthly rent in the amount of **\$800.00** (eight hundred dollars), all payable in advance on the first day of each month. The rent check shall be made payable to J4 Properties.

V. LATE CHARGES.

Rent is due on the first day of each month. If rent is received after the fifth day of the month the Tenant shall pay Owner a late charge of \$50.00 plus \$5.00 for each additional day rent remains unpaid. Owner does not waive the right to insist on payment of the rent in full on the date it is due.

VI. RETURNED CHECK AND BANK CHARGES.

In the event a check offered by Tenant to Owner in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment", or a closed or nonexistent account, Tenant shall pay to Owner a returned check charge in the amount of \$35.00 as additional rent plus late fees.

VII. SECURITY DEPOSIT AND BOND FOR SECURITY AGAINST DEFAULTED RENT.

On signing this Agreement, Tenant will pay Owner the sum of \$1000.00 (one thousand dollars) as a security deposit and as a bond for security against defaulted rent (referenced simply as "Security Deposit" hereafter). Tenant may not apply this Security Deposit to the last month's rent or to any other sum due under this Agreement and any effort to do so shall constitute a breach of this Lease. Within three weeks after Tenant has vacated the premises, returned all keys to the premises to Owner, and provided Owner with a forwarding address, Owner will return Tenant's deposit in full or give Tenant an itemized written list of the reasons for, and the dollar amount of, any of the Security Deposit retained by Owner which was reasonably necessary to remedy Tenant's default in any payment due and unpaid under this Lease, to repair damages to the premises caused by Tenant or Tenant's guests or invitees (including relations and Tenant's moving company, if any), exclusive of ordinary wear and tear, or to clean the premises if necessary. This Security Deposit may also be used by Owner, in Owner's sole and absolute discretion in the event Tenant breaches this Agreement prior to termination of the tenancy (including through failure to pay rent), to satisfy any such breach and, in such event, Tenant will be required to immediately reimburse Landlord for any short fall in the Security Deposit from said cause and failure to do so will be a breach of this Lease and the short fall will immediately become an additional rent obligation. Unless otherwise directed by Owner in writing, Tenant agrees that Tenant will have the entire carpet cleaned at Tenant's expense after vacating the Property.

VIII. UTILITIES.

Tenant is responsible to put all utilities in the name of the tenant and is responsible for all costs involved. Tenant is responsible for any monthly charges of all utilities. Owner assumes NO responsibility of any utilities charges.

IX. TENANT'S MAINTENANCE RESPONSIBILITIES.

Tenant will (1) keep the premises clean, sanitary and in good condition at all times, including upon surrender, and, upon termination of the tenancy, return the premises to Owner in a condition identical, or better, to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Owner of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Owner, on demand by Owner, for the cost of any repairs to the premises resulting from damage caused by Tenant's guests or invitees (including Tenant's moving company, if any, or Tenant's relations) through misuse or neglect. Tenant has examined the premises, including appliances, fixtures, etc., and has found them to be in good, safe and clean condition and repair, except as noted in the Owner/Tenant checklist, a copy of which is appended hereto as Exhibit A. Repairs necessitated by Tenant's neglect, abuse or failure to operate equipment or utilities on the premises, or brought onto the premises by Tenant or Tenant's guests or invitees, will be repaired at Tenant's expense. Tenant agrees to be responsible and reimburse owner for all breakage including, windows,

window panes, window blinds and/or shutters, appliances of Owner, fixtures, curtain rods, etc., loss and damage to owner's property under Tenant's care including any furnishings or window coverings or wallpaper provided with the premises (if any) or any other damage to the interior of the leased premises. Tenant agrees to use cutting boards for cutting and agrees that if the kitchen counter top has knife slice marks upon surrendering the premises to owner that Tenant will pay the amount required to replace the kitchen counters. Tenant is also responsible to keep the stove and any other appliances provided in good repair and in operating condition and keep the sink, garbage disposal, toilet, and drains throughout the house in good operating condition. **Tenant shall call said Owners upon finding any repair needs.** Tenant shall be responsible for any repairs costs due to Tenant trying to make repairs that are not pre-approved by Owners. Tenant is responsible to keep the front lawn in clean and presentable condition. Lawn must be watered and mowed at the Tenant's expense.

X. REPAIRS AND ALTERATION'S BY TENANT.

Except as provided by law, **no repairs, decorating, or alterations shall be done without Owner's prior written consent.** Decorating includes, but is not limited to, painting, wallpapering, hanging of ceiling lamps or posters. (Tenant is advised that owner generally will not approve painting with colors different from those selected by Owner and, as noted, no painting with any color paint shall occur without Owner's prior written consent). Tenant shall not commit waste (severe damage) or suffer waste to be committed upon the property and no change or alterations of the premises shall be made or partitions erected or walls papered without the consent in writing of the Owner. Failure to obtain Owner's advance written consent prior to undertaking any of the foregoing activities will obligate the Tenant to remove any added items and to place the premises back to their original state, all at Tenant's expense. **Tenant will not, without Owner's prior written consent, alter or re-key or add any locks to the premises.** Tenant will also provide Owner with a key or keys capable of unlocking all such locks. Tenant further agrees to notify Owner if they install any burglar alarm system, including instructions on how to disarm it should Owner so request. **Tenant also shall not enter upon any part of the roof of said premises for any purpose whatsoever without Owner's prior written consent,** which consent can be withheld for any reason in Owner's sole and absolute discretion. Any alterations, additions, or attachments made to the premises during the tenancy shall become the property of Owner at the end of the tenancy unless Owner requires their removal.

XI. FAILURE OF TENANT TO MAKE REPAIRS.

Tenant shall forthwith make all repairs required of Tenant under this Agreement. If Tenant fails to make such repairs, Owner may, but shall not be obligated to, make such repairs and Tenant shall be obligated to immediately reimburse Owner for the cost thereof as additional payment of rent under this Agreement.

XII. VIOLATING LAWS AND CAUSING DISTURBANCES PROHIBITED.

Tenant and Tenant's guests or invitees will not use the premises or adjacent areas in such a way as to (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other of Owner's tenants or any nearby resident, whether or not a tenant of Owner.

XIII. PETS.

All animals must be pre-approved by Owners. Any damages caused by pets are sole responsibility of Tenant. Additional charges may be assessed for certain pets and conditions.

XIV. OWNER'S RIGHT TO ACCESS.

Owner may enter the premises in the event of any emergency to make repairs or improvements or to show the premises to prospective buyers or tenants. Owner may also enter the premises to examine the premises or to make such repairs as may be deemed necessary by Owner. Except in cases of emergency, Tenant's abandonment of the premises, court order or where it is impractical to do so, owner shall give Tenant 24 hour notice before entering.

XV. TERMITE CONTROL.

If the Owner must have the premises vacated for termite, pest, or vermin control, Tenant agrees to temporarily vacate the premises as requested for that period necessary to complete the fumigation. Tenant agrees to comply with all instructions and requirements of the fumigation company in regard to preparation of the premises at no expense to Owner. Such preparation shall include, but not be limited to, bagging of food and other perishables. Owner will not be held liable for any hotel or restaurant charges, or other resulting expenses, incurred by Tenant and no adjustment of rent for the premises will be provided.

XVI. POSSESSION OF THE PREMISES.

If, after signing the Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement. If Owner is unable to deliver, or to continue to deliver, prolonged possession of the premises to Tenant for any reason not within Owner's control, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such Event, Owner's liability to Tenant will be limited to return of sums previously paid by Tenant to Owner for which no benefit has been received. Tenant covenants that Tenant will occupy the premises continually, except for normal vacation period, and agrees that any absence therefrom, for more than one week (7 days) during any part of which time rental is delinquent shall be conclusively presumed to be an abandonment of the premises at the sole option of Owner, without notice, and Owner shall have the right to enter the premises, with a witness, under such circumstances, and inventory the Tenant's goods and personal belongings and place such property in a commercial storage unit at Tenant's expense and to then re-rent the premises. Tenant hereby consents to said entry, inventorying, storage, and re-renting.

XVII. OBLIGATIONS OF OWNER.

Owner at its sole cost and expense shall keep and maintain the exterior walls roof, electrical wiring, heating system, air conditioning system (if any), water heater and water lines in good and sanitary condition and repair, except where damage, if any, has been caused by Tenant's breach of any of the terms of this Agreement or by the abuse or negligence of Tenant, in which event Tenant shall repair same at Tenant's sole cost and expense.

XVIII. NON-RESPONSIBILITY OF OWNER AND OWNER'S RIGHT TO INDEMNITY.

Owner shall not be liable or responsible in any way for injury to any person or for loss of, or damage to, any personal property located on, or proximate to, said premises belonging to Tenant or any one else (including, but not limited to furniture, appliances, electrical equipment (including, but not limited to, computers and entertainment systems and automobiles), and Tenant waives any right to any damages therefrom and Tenant also agrees to hold Owner harmless for any such liability and shall defend Owner at Tenant's expense against any claim for such liability brought by Tenant or any other person or entity, through counsel of Owner's choosing for all costs incurred by Owner, including attorney fees and court costs. This Agreement shall not be terminated by reason of any interruption of, or interference with, services or accommodation to Tenant, caused by strike, riot, and accident, the making of necessary repairs to the building or any other cause beyond Owner's control. Owner shall not be liable for any loss or injury of any kind to any persons (including Tenant's guests or invitees) or property (including property of Tenant's guests or invitees) occasioned by failure to keep said premises in repair resulting from or occasioned by or from the malfunctioning, bursting, stoppage, back up, or leakage of utility lines, waste lines, plumbing, plumbing lines, gas, water, sewage, fixtures, or other pipes or the bursting, leaking or running of any pipe, tank, wash stand, water closet or waste pipes, in, above, under or about said premises, or by water coming through the roof, vents, ducts, or otherwise, or arising from earthquake, explosion, fire, theft, riots, or any act of nature or any act of other persons or Tenant or other tenants upon or proximate to the demised premises or any portion of the building of which they are a part and Tenant waives any right to any damages therefrom and Tenant also agrees to hold Owner harmless for any such liability and shall defend Owner at Tenant's expense against any claim for such liability brought by Tenant or any other person or entity, through counsel of Owner's choosing for all costs incurred by Owner, including attorney fees and court costs. The waiver and indemnity provisions herein shall be construed as broadly as possible under the law. Interruption or failure of any service or utility maintained in the building complex in which the demised premises is located, if due to causes beyond Owner's control, shall not entitle Tenant to any claim against owner or to any reduction in rent and shall not constitute constructive eviction unless Owner shall fail to take such measures as may be reasonable under the circumstances to restore the service without undue delay.

XIX. REMEDIES AND ATTORNEY FEE PROVISION.

In the event of any default by Tenant, Owner shall have the right to eject Tenant as provided by law. Any default in any payment obligation of any kind under this Agreement shall cause that indebtedness to become part of the rental obligation under this Agreement and shall be subject to a three day notice if not paid when due. In the event Tenant breaches any of the terms of this Agreement and/or abandons the property without due notice, or if Tenant's right to possession is terminated by Owner because of a breach of this Agreement, in addition to all other damages and remedies to which Owner is entitled by law, it is agreed that Owner may also recover from Tenant the amounts set forth in Paragraph 1951.2 of the Civil Code, including the worth at the time of judgment or award of the amount by which the unpaid rent for the balance of the term, after the time of the award, exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided. Tenant shall also be responsible for and shall immediately reimburse Owner for all of Owner's advertising costs and property rehabilitation costs (cleaning, painting, and repair) and a rent-up fee equal to fifty percent (50%) of the then current monthly rental amount provided for under the terms of this Agreement. Tenant further agrees to forfeit to Owner the entirety of the Security Deposit required under this Agreement if Tenant moves out of the premises prior to December 31, 2020 unless tenant is laid off from current position at Rio Tinto. In the event it shall become necessary for Owner to employ an attorney to enforce any of Owner's rights hereunder, Tenant agrees to pay to Owner the actual amount of all costs, expenses, and attorney's fees incurred by Owner in connection herewith whether or not suit is filed. In the event of a legal dispute between the parties, Tenant waives the right to demand a jury trial. Any controversy relating to a condition of the premises claimed to make them untenable may not be submitted by arbitration.

XX. INSURANCE.

Tenant should purchase his/her own insurance protection policy. Tenant acknowledges that Tenant is aware, and Tenant agrees, that Owner's insurance policy(ies) does/do not protect the Tenant or the property of the Tenant.

XXI. IDENTIFICATION OF PARTIES.

"Owner" includes Owner, manager, agent or employee acting as manager, and "Tenant" includes all persons designated as such in this Agreement without respect to number or gender. A singular reference includes the plural and any gender reference includes the applicable gender.

XXII. VALIDITY OF EACH PART.

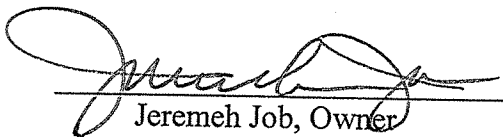
If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provisions of this Agreement.

XXIII. ENTIRE AGREEMENT.

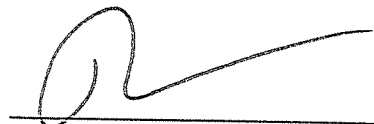
This Agreement, including the attachments hereto, which are referenced in this Agreement, constitutes the entire Agreement between the parties. There are no representations

not expressed herein. This Agreement may not be modified except in writing executed by both parties. This Agreement may not be modified by any other means, including, but not limited to, alleged oral representations or promises by Owner or its agents. However, Owner reserves the right and Tenant agrees to extend the right to Owner, to make reasonable rules and regulations in addition to the present covenants and rules, which, in the Owner's sole and exclusive judgment, may become necessary. All additions and pages attached hereto and signed by Tenant which are referenced within the body of this Agreement form an integral part of this Agreement and **UPON SIGNING, THE TENANT ENDORSES THE FACT THAT S/HE HAS READ AND UNDERSTOOD THE AGREEMENT IN ITS ENTIRETY, WITH NO EXCEPTIONS, AND ACCEPTS ALL OF ITS TERMS.** The captions herein are for convenience of reference only and shall have no bearing on the interpretation of this document which shall be construed in accordance with the laws of the State of California with the exception that the Agreement shall not be construed against Owner as the drafter thereof, but shall be construed based on its plain language.

Each and all provisions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, and successors or assignees of Owner and the heirs, executors and administrators of Tenant. In witness whereof the parties have set forth their hands effective as of the effective date set forth above.


Jeremeh Job, Owner
Signing for J4 Properties Group LLC

7/15/2020
Date


Trevor Walker, Chief Business Officer
Muroc Joint Unified School District

7/15/2020
Date

MUROC JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 8-20-02

On the motion of Trustee _____, seconded by _____, a resolution to approve a Short Term Staff Permit was adopted as follows:

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

Board approval is required for the appointment of an employee on the basis of a Short Term Staff Permit. The District has conducted a diligent search for a suitable candidate and have been unable to find a fully-credentialed teacher. It is recommended that the Board approve the Short Term Staff Permit for the following candidate.

<u>Name of Candidate</u>	<u>Assignment</u>
Griselda Alvarez Escobar	Elementary

PASSED AND ADOPTED this 12th day of August, 2020, by the Governing Board of the Muroc Joint Unified School District of Kern County, California, by the following votes:

AYES: _____ NOES: _____ ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Kevin D. Cordes, (Secretary) of the Governing Board of the Muroc Joint Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at its regular meeting of August 12, 2020.

_____ Signature	<u>Kevin D. Cordes</u> Secretary to the Board
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MUROC JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 8-20-03

On the motion of Trustee _____, seconded by _____, a resolution to approve a Short Term Staff Permit was adopted as follows:

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

Board approval is required for the appointment of an employee on the basis of a Short Term Staff Permit. The District has conducted a diligent search for a suitable candidate and have been unable to find a fully-credentialed teacher. It is recommended that the Board approve the Short Term Staff Permit for the following candidate.

<u>Name of Candidate</u>	<u>Assignment</u>
Danielle Lederman	Elementary

PASSED AND ADOPTED this 12th day of August, 2020, by the Governing Board of the Muroc Joint Unified School District of Kern County, California, by the following votes:

AYES: _____ NOES: _____ ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Kevin D. Cordes, (Secretary) of the Governing Board of the Muroc Joint Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at its regular meeting of August 12, 2020.

Signature

Kevin D. Cordes
Secretary to the Board

MUROC JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 8-20-04

On the motion of Trustee _____, seconded by _____, a resolution to approve a Short Term Staff Permit was adopted as follows:

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

Board approval is required for the appointment of an employee on the basis of a Short Term Staff Permit. The District has conducted a diligent search for a suitable candidate and have been unable to find a fully-credentialed teacher. It is recommended that the Board approve the Short Term Staff Permit for the following candidate.

<u>Name of Candidate</u>	<u>Assignment</u>
Donald Hewes	Mathematics

PASSED AND ADOPTED this 12th day of August, 2020, by the Governing Board of the Muroc Joint Unified School District of Kern County, California, by the following votes:

AYES: _____ NOES: _____ ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Kevin D. Cordes, (Secretary) of the Governing Board of the Muroc Joint Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at its regular meeting of August 12, 2020.

Signature

Kevin D. Cordes
Secretary to the Board

MUROC JOINT UNIFIED SCHOOL DISTRICT
Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: August 12, 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.

Name	Assignment	Site	Pay Rate	Effective Date
Austin Russell	Jv Boys Baseball Coach	BJ/SHS	\$ 504.00	02/21/2020

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: August 12, 2020

AGENDA ITEM: **Approve Certificated Resignation**

BACKGROUND:

Hope Bizzaco, has submitted her letter of resignation as an Elementary Teacher at Branch Elementary School effective July 22, 2020. Hope has been with the district since August 17, 2018.

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

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin Cordes
Superintendent

DATE: August 12, 2020

AGENDA ITEM: **Approve Certificated Appointments**

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

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

Joe Borward, has been assigned to the district as the District Nurse, BA + Masters, Step 5, \$81,477.00, effective August 10, 2020.

Steve Castellanos, has been assigned as an English Teacher at Boron Junior/Senior High School, BA60 + Masters, Step 1, \$49,491.00, effective August 14, 2020.

Tonya Chenworth, has been assigned as a Band Teacher at Boron Junior/Senior High School and Music Teacher at West Boron Elementary, BA, Step 1, \$38,968.00, effective August 14, 2020.

Paula Guajardo, has been assigned as an Elementary Teacher at West Boron Elementary School, BA, Step 1, \$38,968.00, effective August 14, 2020.

Katelyn Heaton, has been assigned as an Elementary Teacher at Branch Elementary School, BA, Step 3, \$43,212.00, effective August 14, 2020.

Alexandra Heaton, has been assigned as an Art and History Teacher at Boron Junior/Senior High School, BA45, Step 3, \$50,658.00, effective August 14, 2020.

Magdalen Kitchen, has been assigned as an Elementary Teacher at Branch Elementary School, BA30, Step 7, \$57,673.00, effective August 14, 2020.

Katelyn Heaton, has been assigned as an Elementary Teacher at Branch Elementary School, BA, Step 3, \$43,212.00, effective August 14, 2020.

Wayne Pang, has been assigned as an Elementary Teacher at Branch Elementary School, BA45 Masters, Step 1, \$47,354.00, effective August 14, 2020.

Mark Sullivan, has been assigned as a JROTC instructor at Desert Junior/Senior High School effective August 14, 2020.

Courtney Watson, has been assigned as an Elementary Teacher at West Boron Elementary School, BA, Step 2, \$41,307.00, effective August 14, 2020.

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: August 12, 2020

AGENDA ITEM: **Approve Classified Resignations**

BACKGROUND:

Breanna Hanson has submitted her resignation as a Title I Instructional Aide effective July 15, 2020. She has accepted a new position in the District.

Rhonda Cox, has submitted her resignation as a Accounts Payable/Business Technician effective July 15, 2020. She has accepted a new position in the District.

Donna Barnard, has submitted her resignation as a Campus Aide effective July 17, 2020. She is leaving the District.

Sandra Duran, has submitted her resignation as a Health Aide effective July 29, 2020. She has accepted a new position within the District.

RECOMMENDATION: It is recommended that the Board accept the resignations of the above listed classified employees.

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

TO: Board of Trustees

FROM: Kevin D. Cordes
Superintendent

DATE: August 12, 2020

AGENDA ITEM: **Approve Changes to Classified Assignments**

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

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

CLASSIFIED EMPLOYEE CHANGE

Board Meeting Date: August 12, 2020

Breanna Hanson, Accounts Payable & Business Technician, District Office, 8 hours/day, I, Step 01, \$2,852.31/month, 12 month position, effective July 16, 2020.

Cox, Rhonda, Superintendent's Secretary, District Office, 8 hours/day, SUPT, Step 09, \$4,061.00/month, 12 month position, effective July 16, 2020.

Duran, Sandra, District Support Technician, District Office, 8 hours/day, H, Step 10, \$3,704.46/month, 12 month position, effective July 30, 2020.

MUROC JOINT UNIFIED SCHOOL DISTRICT
BOARD MEETING BACK-UP MATERIAL

ACTION AGENDA

August 12, 2020

MUROC JOINT UNIFIED SCHOOL DISTRICT

Board Meeting Background Material

Public Hearing/Action Agenda Item

TO: Board of Trustees

FROM: Trevor Walker, Chief Business Officer

MEETING DATE: August 12, 2020

AGENDA ITEM: **Adoption of Developer Fee Study and Resolution 8-20-01, Increasing School Facilities Fees**

BACKGROUND: On February 12, 2020, the Board approved a contract with Jack Schreder & Associates, Inc. to prepare a Level 1 Developer Fee Study to justify the statutory fee rates for both residential and commercial/industrial development. Level I fees are increased for the changes in the construction cost index every two years. In January 2020, the State Allocation Board's biennial inflation adjustment changed the fee to \$4.08 per square foot for residential construction and \$0.66 per square foot for commercial/industrial construction.

Our District is justified in collecting \$4.08 per square foot for residential construction and \$0.66 per square foot of commercial/industrial construction with the exception of mini storage. The mini storage category of construction should be collected at a rate of \$0.16 per square foot.

The residential justification is based on the District's projected modernization need of \$548,324 for students generated from residential development over the next 20 years and the projected residential square footage of 78,000.

The completed June 16, 2020, Level I Developer Fee Study is included as a separate document and can be accessed on the District's website at www.muroc.k12.ca.us

RECOMMENDATION: It is recommended that the Board adopt the Developer Fee Study, prepared by Jack Schreder & Associates, Inc. and Resolution 8-20-01, Increasing School Facilities Fees.

RESOLUTION NO. 8-20-01
A RESOLUTION OF THE GOVERNING BOARD OF THE
MUROC JOINT UNIFIED SCHOOL DISTRICT
INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY
GOVERNMENT CODE SECTION 65995(b)(3)

WHEREAS, Statute AB 2926 (Chapter 887/Statutes of 1986) authorizes the governing board of any school district to levy a fee, charge, dedication, or other form of requirement against any development project for the reconstruction of school facilities; and,

WHEREAS, Government Code Section 65995 establishes a maximum amount of fee that may be charged against such development projects and authorizes the maximum amount set forth in said section to be adjusted for inflation every two years as set forth in the state-wide cost index for Class B construction as determined by the State Allocation Board at its January meeting; and,

WHEREAS, at its January 22, 2020, meeting, the State Allocation Board approved the maximum fee authorized by Education Code Section 17620 to \$4.08 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.66 per square foot against commercial and industrial construction described in Government Code Section 65995(b)(2); and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of \$4.08 per square foot as authorized by Education Code Section 17620; and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on commercial and industrial development projects in the amount of \$0.66 per square foot as described in Government Code Section 65995(b)(2). The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.66 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.16 per square foot.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Muroc Joint Unified School District as follows:

1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled August 12, 2020, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66016, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Developer Fee Implementation Study dated June 16, 2020, (hereinafter referred to as the "Plan") and which formed the basis for the action taken pursuant to this Resolution.
2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:

- A. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for reconstruction of school facilities;
 - B. Without reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
 - C. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
 - D. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the reconstruction of school facilities as identified in the Plan;
 - E. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;
 - F. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for reconstructed school facilities created by the types of development projects on which the fees are imposed;
 - G. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
 - H. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for reconstructed school facilities caused by the development;
 - I. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a reconstruction schedule and/or to reimburse the District for expenditures previously made.
3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fee to the amount of \$4.08 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and to the amount of \$0.66 per square foot for new commercial or industrial construction. The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.66 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.16 per square foot.
4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:
- A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.
 - B. Any development project for which a final map was approved and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication, or other form of requirement in existence on that date and applicable to the project.

C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.

5. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
6. Implementation. For residential, commercial, or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
7. California Environmental Quality Act. The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).
8. Commencement Date. The effective date of this Resolution shall be October 12, 2020, which is 60 days following its adoption by the Board.
9. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commissions and Board of Supervisors of Kern and San Bernardino Counties.
10. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED, and ADOPTED by the Governing Board of the Muroc Joint Unified School District this 12th day of August, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sherman Burkhead Jr.
President, Governing Board
Muroc Joint Unified School District

ATTEST:

Kevin D. Cordes
Secretary, Governing Board
Muroc Joint Unified School District